

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CONVERGEONE

This Agreement is entered into this _____ day of _____, 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and ConvergeOne, hereinafter called “Contractor.”

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional, managed, and maintenance services in regard to County’s Telecommunication System Upgrade project.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment H—HIPAA Business Associate Requirements
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County’s total fiscal obligation under this Agreement exceed Eight Million, Five Hundred Fifty-Five Thousand, Five Hundred Fifty-Seven Dollars and Forty Cents (\$8,555,557.40). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2022 through October 31, 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Information Services Department's Director/Chief Information Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising

out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of

insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) Professional Liability.....\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Michael Wentworth, Director/CIO Information Services
Department
Address: 455 County Center, Floor 3
Telephone: (650) 363-4710
Email: mwentworth@smcgov.org

In the case of Contractor, to:

Name/Title: Adam Eisenberg, Senior National Account Manager
Address: 10900 Nesbitt Avenue South, Bloomington, MN 55437
Telephone: (818) 445-9142
Email: aeisenberg@convergeone.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. Prevailing Wage

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2- Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at www.dir.ca.gov/DLSR or by phone at 415-703-4774. California

Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: CONVERGEONE



Contractor Signature

10/11/2022

Date

Stephen Monteros

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, and subject to the terms of the Agreement, County and Contractor agree that the following services shall be provided by Contractor:

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1. PROJECT TIMELINE EXPECTATIONS

Approximately 5 business days after signed acceptance of this agreement, Contractor will assign a project manager that will make contact and start planning a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of Contractor and County resources.

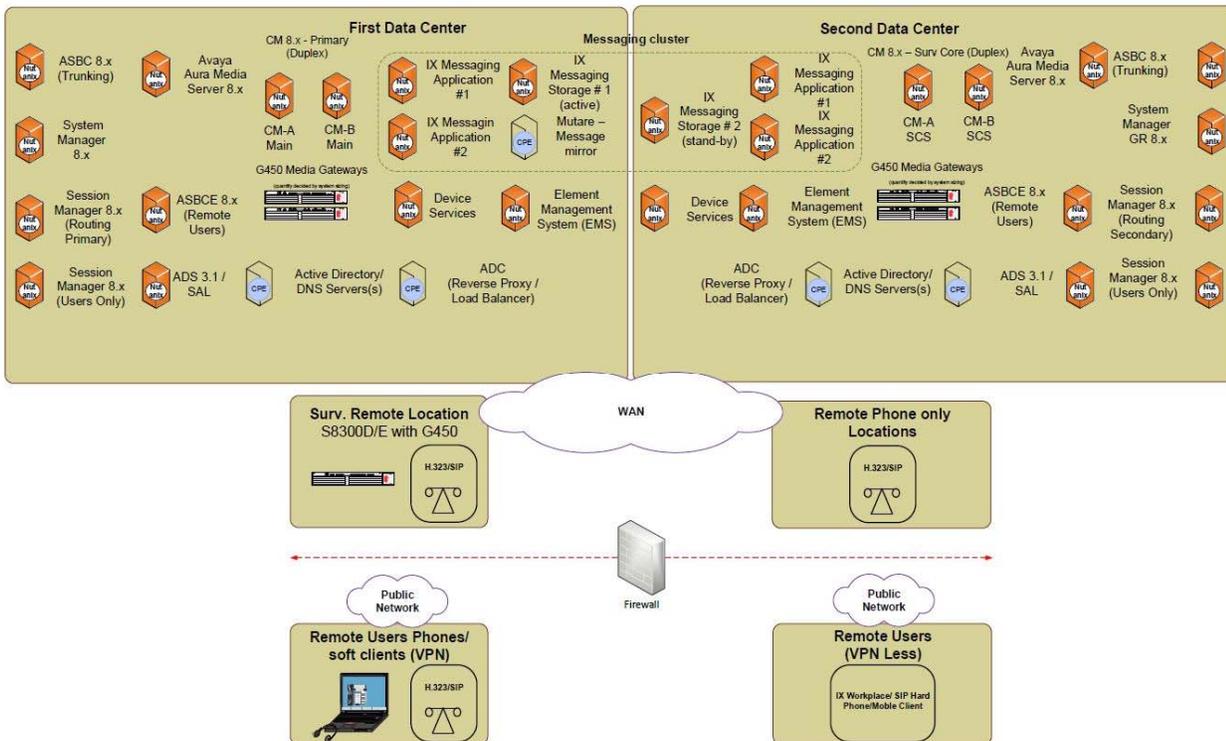
2. PROJECT OVERVIEW

This document describes the work to be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of Contractor personnel, and the responsibilities of the County.

3. AVAYA CALLING INTEGRATION SERVICES

Proposed Architecture

Exhibit 3-1



This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

3.1. Avaya Unified Communication

Communication Manager (CM)

Table 3-1

CM Core Services	
Platform to be installed on	Nutanix
Number of CM Core Upgrades	1
Are you excluding the assessment for Kari's Law	No

CM Core Upgrade

Contractor Responsibilities

- Perform pre-cutover verification by retrieving various reports from the current CM for validation following the upgrade.
- Upgrade the Communication Manager server, apply the required software updates/firmware.
- Validate the correct operation of the CM Server and ensure that all Gateways, Trunks and Phones are up and operational.
- Perform Upgrade Test Plan with County to validate the operation of the upgrade.

County Responsibilities

- Document any changes that are performed during the freeze period and replicate changes following the upgrade.

Note: Core upgrades are service-affecting and require a two (2) to four (4) hour cutover window per server. May require a two (2) to three (3) week freeze on the CM configuration prior to the planned cutover.

CM Survivability (ESS/LSP)

Table 3-2

Survivability Services	
Survivable Server/ESS upgrade	1
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Number of Survivable Remote Processors/LSP	38
Number of LSP upgrades (8300)	1
Platform to be installed on	S8300X

Survivable Server Upgrade

Contractor Responsibilities

- Upgrade the Communication Manager server, apply required software updates/firmware, and ship hardware to County location.
- Ensure registration between the Core CM Server and Survivable Server at the remote location.

Survivable Server Implementation (LSP)

Contractor will work in collaboration with the County to identify the solution requirements for the Survivable Server. Review and provide a System Planner document that outlines all the information needed to implement the solution.

Contractor Responsibilities

- Consult with the County to determine and implement, at a minimum, the following requirements:
 - Dial and numbering plans
 - Class of Restriction (COR) and Class of Service (COS)
 - Direct Inward Dialing (DID) numbers
 - Trunk facilities and connectivity
 - AutoRoute Selection (ARS)
 - Network Region and IP-Codecs
 - Port Network and/or Media Gateway configuration requirements
 - Survivable failover strategy including recovery settings
- Configure the Communication Manager based upon the requirements specified in the System Planner.
- Assist the County with performing system-level testing prior to cutover.
- Provide local site failover validation. This testing only includes failing over the local site to the Survivable Server.

County Responsibilities

- Assist with systems requirements and complete the Contractor provided forms.
- Participate in local failover validation along with Contractor resources.

Survivable Server Upgrade (LSP)

Contractor Responsibilities

- Upgrade the Communication Manager server, apply required software updates/firmware, and ship hardware to County location.
- Ensure registration between the Core CM Server and Survivable Server at the remote location.

CM Translations & Trunking Services

Table 3-3

CM Translations & Trunking Services	Quantity
Stations (program only)	6,305
EC500	6,305
PRI/T1 pack (program only)	30
CO Lines (program only)	60
IP/SIP Trunking	30

Station Configuration

Contractor Responsibilities

- Gather all data and design requirements in a single one (1) hour session per location.
- Provide up to five (5) button templates for bulk import with any additional work billed per the hourly UC Engineer rates in the agreement.

- Configure all stations in accordance with the information in the System Planner document which may include new Tenant, Class of Restriction (COR), Class of Service (COS), and abbreviated dialing lists and number of stations as identified in the Project Overview.

County Responsibilities

- Conduct station detail-gathering and populate in Contractor provided System Planner, including:
 - Usernames with extensions
 - Matching voice terminals with each user
 - Defining station classes of service (COS)
 - Determining button features on phone templates
 - Defining call coverage, call pickup groups and call restrictions for stations
- Provide completed System Planner spreadsheet to the Contractor Engineer for verification and system configuration.

CM Trunking (T1/PRI)

Contractor Responsibilities

- Gather data from County provided by the Carrier.
- Configure trunk(s) as specified by the County and Carrier.
- Translate Trunk access codes (TAC), Trunk Group and Signal Groups as required.
- Test trunks as needed to verify routing is functioning as designed.
- Put trunk(s) into service (cut-over).

County Responsibilities

- Provide Contractor with the central office facilities configuration in advance of circuit turn-up.
- Extend circuit(s) to CM to specified port determined by County and or Contractor based on data gathered during kick-off call.
- Provide a POC for testing of dial tone and functionality from endpoints.

Note: This is remote services only.

CM Trunking (Single CO Lines)

Contractor Responsibilities

- Gather data from County provided by the Carrier.
- Configure trunk(s) as specified by the County and Carrier.
- Translate Trunk access codes (TAC), Trunk Group and Signal Groups as required.
- Test trunk(s) as needed to verify routing is functioning as designed.
- Put trunk(s) into service (cut-over).

County Responsibilities

- Provide Contractor with the central office facilities configuration in advance of circuit turn-up.

- Extend circuit(s) to CM to specified port determined by County and or Contractor based on data gathered during kick-off call.
- Provide a POC for testing of dial tone and functionality from endpoints.

Note: This is remote services only.

CM IP Trunking (SIP and H.323)

Contractor Responsibilities

- Consult with County and configure the following requirements: IP trunks IP Node names, IP Addresses, IP Network Regions, IP-Codecs, and Call Admission Control (CAC).
- Translate and implement the CM requirements, such as Trunk groups, Signal groups, local routing patterns, Uniform Dial Plan (UDP), and off-PBX stations as required.
- Perform testing between Communication Manager and the supported applications to ensure correct functionality.

County Responsibilities

- Technical information required for programming of the integration including server names, IP addresses, ports, and protocol.
- Technical support during turn-up of the circuit and traces of their systems for troubleshooting purposes.

Voice Gateways

Table 3-4

Voice Gateway Services	Quantity
H.248 Gateway implementation	10
H.248 Media Gateway firmware updates	2

H.248 Media Gateway Configuration

Contractor Responsibilities

- Review and provide a System Planner document that outlines all of the information needed to implement the solution.
- Work in collaboration with the County to identify the solution requirements for the Media Gateway configuration within the Communication Manager.
- Confirm allocation of DSPs match design.
- Build a single Location and Network Region.
- Configure the Communication Manager as detailed in the collection forms from the County.
- Input translations for H.248 Media Gateways and verify the registration.
- Assist the County with performing system-level testing prior to cutover.

H.248 Media Gateway Firmware Updates

Contractor Responsibilities

- Deploy firmware on Utility, TFTP or SDM server located on County premise.
- Stage firmware on standby boot bank in advance of the firmware upgrade.
- Upgrade Media Gateway firmware within agreed upon maintenance window.

Circuit Pack & Media Module

Table 3-5

Circuit Packs & Media Modules (CP/MM)		Quantity
Circuit Pack & Media Module (staging)		21
Circuit Pack & Media Module (firmware update)		4

Circuit Pack & Media Module (Firmware Update) Media Module Firmware Upgrades

Contractor Responsibilities

- Deploy firmware on Utility, TFTP or SDM server located on County premise.
- Upgrade Media Module firmware within an agreed-upon maintenance window.

TN Board Firmware Upgrades

Note: Contractor no longer includes services to update TN board circuit packs as certificates on these boards have expired rendering them unable to be field upgraded.

System Manager (SMGR)

Table 3-6

SYSTEM MANAGER Services	
System Manager -Simplex to GR	Yes
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Number of LDAP Administration Integrations	2
Number of System Manager Upgrade	1
Platform installed on	County Supported HCI (Hyper Converged Infrastructure)

SMGR Upgrade

Contractor Responsibilities

- Conduct a remote system network and IP address review; reusing current SMGRs FQDN and IP address so trust management will not need to be re-established with Session Manager(s).
- Deploy AVP, Utility Services and SMGR Servers (if applicable or unless otherwise stated in the scope).
- Re-install all existing licenses that resided on SMGR.
- Migrate existing SMGR database to new SMGR.
- Confirm that CM notify is functioning properly.
- Add new SEID(s) to existing standalone SAL.
- Confirm SFTP backups continue to work if previously provisioned or will set up SFTP scheduled backups if County provides necessary info.
- Register the new server with Avaya.

Task Specific Assumptions

- During a new install or upgrade of System Manager, the System Manager will be promoted to a SHA2 CA and will sign the identity certificates for all Avaya servers that are being deployed/upgraded as part of the project. Any 3rd party servers or Avaya servers not mentioned in this Agreement that may be impacted by this change will be outside of this pricing, i.e., CTI connected applications.
- Contractor will reuse current System Managers FQDN and IP address.

System Manager-Simplex to HA/GR

Contractor Responsibilities

- Install, license and configure the additional System Manager Server. If deploying on County-provided VMware, assist County with the deployment of templates.
- Benching and staging.
- Configure Geographic Redundancy.
- Verify the GA is healthy from the primary SMGR.
- Enable Geographic Redundancy replication.
- Activate the GA SMGR and test functionality (Failover test).
- Re-activate the primary SMGR.

County Responsibilities

- Update County machines if using any plug-in applications.

Notes

- County will work with vendor to bring system manager into compliance within a mutually agreed upon timeline. Upon compliance, vendor agrees to move forward.
- The failover test will be conducted during standard business hours. Additional charges will apply for test conducted any other time, if not specifically stated in this Agreement.

Session Manager (SM/BSM)

Table 3-7

SESSION MANAGER Services	
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Number of Session Manager Installation	1
Number of Session Managers/BSM- Upgrades	1
Number of Additional CM/ESS	1
Number of Session Border Controller integration	2
Number of UC Messaging integrations	1

SM Implementation

Contractor Responsibilities

- Review the design of the SIP routing in the County environment.

- Define high level routing policies which may include Time of Day routing, dial patterns and Egress/Ingress rules.
- Utilization of existing, pre-developed adaptations.
- Define load balancing rules (if required).
- Review disaster recovery options and implications of routing failures.
- Define call flows for acceptance testing.
- Install and configure Session Manager Server. If deploying on County-provided VMware, assist County with deployment of templates.
- Configure entity links, locations, routing, dial plan, adaptations, time of day routing, egress and ingress rules, and load balancing on the Session Manager.
- Configure and test SIP signaling group between Session Manager and CM.
- Perform testing on SIP applications & Routing to ensure all are functioning as designed.
- Benching and staging.

County Responsibilities

- Assist in defining a test plan for any redundancy options defined in the scope.
- Ensure that Adjunct Provider or Third-Party System Developers provide technical information required for programming of the entity links to Session Manager including server names, IP address, ports, and protocol. They must also provide technical support during turn-up of the circuit and traces of their systems for troubleshooting purposes if required.

SM/BSM Upgrade

Contractor Responsibilities

- Conduct a remote system network and IP address review.
- Upgrade Session Manager Software reusing current SM FQDN and IP address so trust management will not need to be re-established with Session Manager(s).
- Install Avaya authentication file.
- Install SM license(s) on System Manager.
- Add new SEID(s) to existing standalone SALGW.
- Register the new server with Avaya.
- If required:
 - Add AVP information into SMGR Solution Deployment Manager (SDM).
 - Add new SEID(s) to existing standalone SALGW (Secure Access Link Gateway).
 - Register the new server with Avaya.

County Responsibilities

- Provide site-specific information, such as software networking requirements.
- Configure LAN/WAN infrastructure to support designed solution.

Device Services (AADS)

Table 3-8

AADS Services	
External Authentication (ADFS / Azure / O365, SAML) and/or Multi Factor Authentication (MFA) to existing AADS	Yes
Device Services-Full (Single instance)	Yes
Number of Device Services Full-multiple instances	1
External Authentication (ADFS / Azure / O365, SAML) and/or Multi Factor Authentication (MFA) to existing AADS	Yes
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)

AADS "FULL" Implementation - Single Instance

Contractor Responsibilities

- Install base AADS software on server or work with County remotely to deploy the virtual template.
- Configure contact services to work with County's LDAP data source.
- Configure dynamic configuration of UC Clients.
- Configure web deployment services for UC Clients.
- Configure Utility Services within AADS for support of physical endpoints.
- Configure AADS clustering if multiple instances of AADS are being installed.

AADS "FULL" Implementation - Multiple Instances

Contractor Responsibilities

- Install base AADS software on the server or work with County remotely to deploy the virtual template.
- Configure contact services to work with the County's LDAP data source.
- Configure dynamic configuration of UC Clients.
- Configure web deployment services for UC Clients.
- Configure Utility Services within AADS for support of physical endpoints.
- Configure AADS clustering if multiple instances of AADS are being installed.

County Responsibilities

- Provide Load Balancer for geo-redundant deployments.

Single Sign On with OAuth/SAML Authentication Using AADS

Contractor Responsibilities

- Configure the AADS server and KeyCloak subsystem for external authentication.
- Exchange identity and trust certificates with County identity providers to establish trust.
- Configure attribute mapping between AADS and token data provided by the County identity provider. AADS will require mapping for First Name, Last Name, email address, and group/role. AADS uses an email address as the Name ID.
- Provide SAML metadata to County for configuration of the County's identity provider.

- Receive the SAML IDPSSODescriptor metadata file from the County and configure it in AADS KeyCloak.
- Configure agreed-upon expiry time for access and refresh tokens.
- Configured replication of OAuth/SAML within the AADS cluster if the County is using the AADS clustered environment.
- Test single sign-on with County's test users from IX Workplace.

County Responsibilities

- Provide access details and user account for LDAP integration.
- Provide any required security certificates needed if not using System Manager as the Certificate Authority. Root certificates must be distributed by the County to endpoint devices.
- Configure private and public DNS servers for hostname resolution as required.

Notes

- Configuration of external authentication will be completed after the base implementation of AADS has been completed and LDAP authentication is tested and working.
- Multi-factor authentication (MFA) is configured by the County via the identity provider. No configuration is required for MFA within the Avaya solution if SSO is configured using OAuth/SAML.

Aura Media Server (AMS)

Table 3-9

AMS Services	
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Number of Media Server HA	1
Number of Announcement Migrations	2

AMS Implementation

Contractor Responsibilities

- Review the current configuration of DSP resources and develop a methodology for implementing AMS in a controlled environment for testing and the ability to load announcements in advance.
- Install license on System Manager.
- Install AMS server trusted and identity certificates.
- Install and configure AMS servers. If deploying on County-provided Virtual Computing Platform, assist the County with the deployment of templates.
- Perform failover validation if High Availability has been implemented.

County Responsibilities

- Ensure that any firewall configured between the AMS and internal or external networks is not blocking RTP traffic per design guidelines.
- Assist with performing test calls to validate the correct operation of the AMS servers.
- Provide announcement scripts and recordings when AMS is used for announcements.

Note: Testing of AMS is included during normal business hours, however, if testing AMS is required after hours, then additional charges will apply and will be managed through the standard change order process.

Session Border Controller (SBC)

Table 3-10

Session Border Controller Services	
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Session Border Controller Type	Avaya
Session Border Controller Remote Worker integration	Yes
Number of Session Border Controller Implementation (HA)	1
Number of SIP trunk integration links	2
Number of Remote Worker integration links	2
Number of Session Border Controller Major Release Upgrade	2

SBC Upgrade

Contractor Responsibilities

- Perform pre-cutover verification.
- Perform backup/snapshot of existing environment.
- Perform upgrade procedures per agreement.
- Upgrade the SBC server(s), apply required software updates.
- Validate correct operation of the SBC server.

County Responsibilities

- Assist in defining a test plan for validation after upgrade is complete.
- Assist Contractor engineer in uploading software to the SBC.

Remote Worker

Contractor Responsibilities

- Configure SBC and confirm SIP County registration and user features are present for up to five (5) endpoints.
- Discuss installation options and supported devices.
- Assist County with the configuration of settings files required on Utility or AADS server for endpoint configuration.
- Work with County to install five (5) endpoints on a single OS of the county's choice.
- Train County I/T staff to install endpoint on for a single OS.
- Assist County with silent install.

County Responsibilities

- Certificates must be loaded on County endpoint devices.

SIP Trunk Integration

Contractor Responsibilities

- Provide standard configuration and testing of the Session Border Controller for traversal of SIP trunks to a single carrier. Additional troubleshooting beyond the time quoted as part of this agreement will be billed at our standard T&M rates.
- Perform test calls to validate basic call flows through the SBC servers.
- Cutover will be completed in a single phase unless otherwise noted.

County Responsibilities

- Provide information and configuration for far-end carrier or application.
- Ensure that any firewall configured between the SBC and internal or external networks is not blocking SIP or RTP traffic per design guidelines.

Messaging

Table 3-11

Messaging Services	
New-UC Messaging Application	Avaya Messaging
Number of Initial Messaging Servers	1
Number of Additional Messaging Servers	1
Number of User and Fax Mailboxes - program only (no AA's)	9,000
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)

Avaya Messaging Implementation

Contractor Responsibilities

- Consult with County to define messaging requirements.
- Design and program system parameters, feature sets and class of service (COS) options.
- Customize system default Automated Attendant to include a one-level menu with business and after-hours greetings OR replace standard default Automated Attendant with custom caller application including the same capabilities.
- Create, test and deploy these basic caller applications: Dial-by-name and Direct transfer to voice mail.
- Create, test, and deploy zero-out to operator system setting, as needed.
- Administer enhanced list parameters, Create and test one sample ELA (one or two members only).
- Edit Sending Restriction table, if necessary.
- Create subscriber mailboxes, or migrate a defined number of mailboxes, including usernames and extensions, from a legacy Avaya voice mail system to the County's AM system. This service does not include the migration of system parameters, Automated Attendants (Caller Applications), Class of Service (COS), audio files, recorded messages/greeting, custom announcements, or subscriber options.
- Administer the PBX to correctly cover extensions and caller applications to the Aura IX system.

- Remotely design and create a defined number of Caller Apps to meet specific County needs, and record prompts for these applications if desired by the County, per the project agreement.
- Administer County access (IMAP4) and remotely work with the County's system administrator to install and properly configure the Client Add-Ins application on as many as five County PC Clients.
- Remotely test County access from County-provided Mail Client.
- Test County access application with the County's system administrator to verify that DNS records are properly configured.
- Provide administrator's training via web conference.

County Responsibility

- Microsoft Windows OS Licensing is not provided with the deployment of Avaya Messaging. The County must supply a fully updated suitable licensed version of Windows for the hardware platform before Contractor will proceed with the Avaya Messaging software installation.
 - Version of Microsoft Windows Server must be supported by Avaya Messaging.
 - The County manages windows security updates.

Workplace

Table 3-12

IX Workplace	
Number of Soft Client (groups of 5)	1
External Authentication (ADFS / Azure / O365, SAML) and/or Multi Factor Authentication (MFA) to existing AADS	0
Session Border Controller Condition	Existing

Soft Client Implementation - Workplace

Contractor Responsibilities

- Discuss installation options and supported devices.
- Assist County with configuration of settings files required on Utility or AADS server for Soft Client configuration.
- Define options required for Soft Client phone service, enterprise directory, voicemail, dialing rules, and calendar integration.
- Work with County to install five (5) Soft Clients on a single OS of the county's choice.
- Train County I/T Staff to install Soft Client apps on a single OS.
- Assist County with silent install options.

Workplace Assumptions

- It is recommended that the Avaya applications are at the latest supported release if not then IX Workplaces will be installed on the County's existing Avaya production environment. If upgrades or patching are required for any applications for feature functionality, change order and associated costs may be necessary.

Apple iOS

- Contractor has included services to implement push notifications for Apple iOS endpoints. Additionally, Contractor will provide comprehensive documentation to County staff for implementing Apple iOS services.

Avaya Calling for Microsoft Teams

Contractor Responsibilities

- Assist the County in the following:
 - Loading the add-in software for Teams.
 - Adding an Avaya Cloud account for configuration and management.
 - Verification of the cloud account via DNS TXT record addition.
 - Configuration of up to five (5) instances of Teams with Avaya Workplace.
 - Provide comprehensive documentation and training to the County to replicate the implementation of the Teams add-in.

Note: Excludes configuration of Microsoft Teams.

E911

This solution provides location, alerting and reporting functionality, which will be integrated with enhanced 9-1-1 services as a part of the solution. The following outlines the services to be delivered as it relates to E911.

Contractor Responsibilities

- Review with the County what is needed to be documented and gathered for device location information.
- Assumes solution includes Intrado ERS for location discovery.
- Contractor to configure outbound connectivity to Intrado ERS via PSTN routing, not SIP routing.
- Contractor to document and implement up to ninety-five (95) ERLs based on subnet/VLAN.
 - Define civic address.
 - Define floor/region/location.
 - Define one (1) ELIN for each ERL.
 - County to supply subnet location information via spreadsheet or floor plan.
- Configure up to fifty (50) notification groups.
- Configure up to two (2) ACMS/Survivable cores to integrate with location discovery server.
- Test proper ERL/ELIN to E911 Anywhere at up to fifty (50) locations.
 - Test up to one (1) ELINs per location.
 - E911 Anywhere will report what will be transmitted to PSAP, but the call will not route to the PSAP.
 - Unless otherwise stated, E911 will be implemented and tested prior to going live.

County Responsibilities

County Responsibilities

- Provide PSTN connection with all screening tables removed.
- Only supported voice ready switches can be used for SNMP discovery.
- Provide required DIDs for 911 call-back (ELIN).
- Provide suitable computers for all alerting consoles in scope.
- Provide by site/building who gets notified and by what method.
- List of locations and buildings with addresses
- Maintain change control including, but not limited to:
 - Subnet Mask changes.
 - Switch IP address.
 - Patch cord changes from switch port to port.
- Fully populate Contractor provided spreadsheet with all data pertaining to switch information for location discovery where each switch is a unique ERL.
- Fully populate Contractor provided spreadsheet with all data pertaining to switch and port information for location discovery where each switch port is a unique ERL.
- Fully populate Contractor provided spreadsheet with all data pertaining to subnet/VLAN for location discovery.
- Fully populate Contractor provided spreadsheet with all data pertaining to WAP/BSSID for location discovery.
- Fully populate Contractor provided spreadsheet with all data pertaining to statically assigning ERL in ACM for location discovery.
- It is the County's responsibility to ensure that all TDM stations, either analog or digital, meet the Emergency Location Extension (ELE) requirements of the e911 solution being implemented. This could include but is not limited to station configuration for ELE, Building, Floor, or Room field entries.

Out of Scope

- Configuration of SNMP Community strings.

Avaya Platform Configuration for Intrado E911 Integration

Contractor Responsibilities

- Configure Session Manager SIP integration to the Intrado server.
 - Administer the following:
 - Domain.
 - Location.
 - SIP entity name: "Intrado" for type: ELIN server.
 - SIP entity 1: Session Manager; Protocol: TLS; Port 5061.
 - SIP entity 2: SMY_; Port 6061.
 - Obtain Session Manager SIP entity IP address.
 - Link the ELIN entity.
 - Configure emergency dial pattern
 - Import Intrado TLS certificate

- Configure CM user account and crisis alert extension.
 - Create a user account on the Communication Manager.
 - Create an IP softphone with Crisis Alert button.
 - Configure Crisis Alert.
 - Configure an Emergency number.

AES Integration

- Enable AES integration for "Intrado" server.
 - Enable DMCC unencrypted port 4722.
 - Add user "Intrado" and password.
 - Edit user to enable "Unrestricted Access."
 - Obtain CM switch connection name and PROCR IP address.

County Responsibilities

- Assist in defining a test plan for options defined in the scope.
- Ensure that the Adjunct Provider or Third-Party System Developers provide technical information required for programming entity links for SM and associated links for AES as well as CM configuration requirements. Including but not limited to Server Names, IP address, ports, and protocol. They must provide technical support during turn-up (in-service) for their systems and troubleshooting purposes if required.

Application Enablement Server (AES)

Table 3-13

AES Services	
Platform to be installed on	County Supported HCI (Hyper Converged Infrastructure)
Number of AES Servers	2
Number of Additional CTI integrations (DMCC/SMS/E911/ETC)	2
Number of AES-release upgrade	2

AES Configuration

Contractor Responsibilities

- Install base AES software on a server or work with the County remotely to deploy a virtual template.
- Configure and test AES server and configure computer-telephony integration (CTI) links required to the Communication Manager (CM) server.
- Allow the County to test computer-telephony integration (CTI) applications.

County Responsibilities

- Assist in testing CTI application with AES server as required for third-party integration.

AES Upgrade

Contractor Responsibilities

- Backup AES server configuration.

- If working on a virtual platform, work with the County to perform a snapshot for the restoration of original data if needed.
- Perform AES server upgrade.
- Restart the AES server and verify that all services have restarted.
- Work with County to test computer-telephony integration (CTI) applications.
- Remove snapshot if the system is operating correctly.
- Rollback upgrade if any problems are identified after the upgrade, but before making the upgrade permanent. On a virtual install, restore the snapshot.

County Responsibilities

- Place and remove media from drives as directed by Contractor engineer for a physical server upgrade.
- Test and verify the operation of all CTI applications after the AES upgrade.

DMCC Configuration for AES and CM

Contractor Responsibilities

- Configure DMCC link in AES and corresponding CTI link in Communication Manager.
- Configure required DMCC stations softphones in Communications Manager.
- Configure DMCC login and password for the CTI application in AES.
- Work with the County to test DMCC registrations from the CTI application.

Subscription Conversion and License Activation

Table 3-14

Licensing Services	
Is this a Subscription License Conversion?	Yes
How many WebLMs?	1
Is the SMGR/WebLM centralized?	No
Does the County have AES-Subscription?	Yes

Subscription Licenses - Non-Token

- Research and identify WebLMs servers in the PLDS.
- Obtain/identify proper login credentials for the WebLMs.
- Build out licenses in PLDS and swap the WebLM servers.
- Before and after screenshots of WebLM servers.
- Download purchased license(s).
- Confirm existing license counts via screenshot, printout or other means as defined by the manufacturer.
- Remotely Install purchased license(s).
- Confirm installed license counts via screenshot, printout or other means as defined by the manufacturer.
- Provide notification of completion with a screenshot to the County when complete.

- This is license activation only; this quote excludes the configuration and/or programming of the intended licensed application or the use thereof.

County Responsibilities

- Provide remote access to all systems acquiring a license.
- Installation of RedHat OS if required.

Note

- Contractor is not responsible for invalid license files loaded prior to the Engineer loading them. It is assumed all licenses in operation prior are valid, purchased licenses unless otherwise stated by the County.

Product Registration

Table 3-15

Registration Services	
Is registration required?	Yes
Number of SAL Registrations	80
Number of GRT Registrations (other)	1

Application Services

Solution Diagram Complex

Contractor Responsibilities

- Document topology of the Avaya U/C system, with sites, servers and IP address information of servers at each location based on the completed IP Collection Form.
- Provide Visio and PDF documentation with tabs indicating the overall topology, and individual tabs with site details.
- The standard diagram will include the core locations and up to five (5) remote locations.

County Responsibilities

- Provide requested information as required including site names, location information and site-to-site connectivity.

Note: Available in PDF format; examples available upon request.

Table 3-16

Platform	
Primary Platform	Existing
Secondary Platform	Existing

Benching and Staging (hardware)

Table 3-17

Hardware Staging Services (remote)	
AVP/ACP HP DL360/Dell R6X0	2

The BOM Table(s) above represents all hardware to be staged by Contractor. This may be done in a Contractor staging facility or remotely using a County provided remote connection.

Note: This is services only and does not indicate Contractor is supplying the actual hardware. Refer to the quote for any hardware being supplied by Contractor.

Contractor Responsibilities

- Load, patch and configure servers per IP Data Collection Form, using the information provided from the Contractor Engineer and the County.
- Register the equipment listed on the IP Data Collection Form.

County Responsibilities

- Work with the Contractor Engineer(s) to get the IP Data Collection Form filled out.
- Provide IP addresses & server names for all applications.
- NTP, DNS, County domain, registration, and sync IP addresses for remote CM servers.

Onsite Installation Services

Table 3-18

Installation Services (on-site)	
Server / Gateway Installation	22
Paging Connection	1

Servers and Gateways

Contractor Responsibilities

- Unpack, inspect and inventory hardware.
- Install servers and/or gateways and connect to power and network as provided by the County.
- Observe units upon power-up and verify the successful completion of self-test diagnostics.
- Connect required cabling from gateways to wall-field within 25 feet. If additional length is required, Contractor can provide at an additional charge.

County Responsibilities

- Provide a ground source (to industry standards) within 25 feet of equipment installation location.
- Provide power source within 3 feet of equipment installation location.
- Extend all network connections to the equipment being installed.
- Installation of other ancillary equipment such as routers, modems, etc. unless otherwise specified.
- Install, label and test all in-house wiring prior to installation which may include extensions to IDFs.

Note: Refer to the BOM table above for wiring services quoted. If it is not listed, it is not included but can be added for an additional charge.

Custom Tasks

Estimate for Subscription license conversion.

UC Engineer cutover support multiple phases.

Cutover phases consist of five (5) large campus locations and fifty-eight (58) remote sites with the following support parameters:

19 sites with 1-15 users - remote or SMC support

27 sites with 16 - 100 users - 4 hours on-site support

17 sites with 100+ users - 8 hours on-site support

(see Table 3-19 below)

UC Engineer CS1K Discovery

Contractor has included CS1K Configuration Discovery services in this Statement of Work to outline the current PBX configuration. The assigned Contractor Engineer will require direct access to the CS1K environment to retrieve the current configuration and reports from the CS1K.

- Announcements
- Coverage Answer Group
- Dial plan
- Extensions
- Hunt Groups
- Slot Configuration
- Stations
- Voicemail
- CPND Data

Avaya & Nortel CS1K Assessment: Convergence Engineer

- Assess current Avaya Communication Manager to ensure alignment with best or common practices.
- Assess SIP deployment of System Manager, Session Manager and Session Border Controller for Enterprise deployment.
- Validate integration of Nortel CS1K to Avaya Session Manager.
- Validate plan for ERL configuration on Communication and Session Manager.
- Review plan for deployment to additional locations and provide revisions.
- Provide best practices recommendations for CM, SMGR, SM, SBC, and CS1K.
- Identify necessary software, firmware or patch upgrades.

Out of Scope

- Go-Live/Solution Cutover is excluded from this agreement.
 - Go-Live/Solution Cutover sessions can be added in advance via the change order process.

First Business Day Support

Day 1 launch support will be provided during Normal Business Hours by On-site resources listed in the table below. "Normal Business Hours" is defined as Monday through Friday, 8:00 AM to 5:00 PM local time to the County location. Should additional support be required, these services will be managed via the County's Change Management process.

Note: All hours are concurrent.

Table 3-19

First Day of Business Support Services (FDOB)	Quantity
Number of Core FDOB events	1
Convergence Engineer-FDOB hours per event	8
UC Engineer-FDOB hours per event	4
Collaboration Engineer-FDOB hours per event	4
Number of Cutover FDOB events	80
OnSite Tech hours per Cutover FDOB Event (up to 75 users)	4
Onsite Tech hours per Cutover FDOB Event (>100 users)	8
UC Engineer Remote Support per Cutover FDOB (up to 75 users)	4
Onsite UC Engineer Support per Cutover FDOB (>100 users)	8

911

If E911/911 services are selected and implemented for the location(s) covered by this, the County acknowledges that (a) That the Contractor's implementation of the E911/911 services will be in accordance with the E911/911 documentation, (b) That such implementation does not ensure County compliance with any regulations applicable to such E911/911 services, including but not limited to Kari's Law act of 2017, or the applicable provisions of Ray Baum's Act, and (c) That it is the obligation of the County to ensure such compliance.

3.1. Call Center Elite

Contractor will implement Call Center Elite as follows for up to 580 agents:

- Program skills, agents, VDNs, and vectors.
- Consult to determine Agent Skill levels and Call Routing/Treatment.
- Includes CMS dictionary entry of agents, skills, VDNs, aux/call work codes, and CMS supervisor login creation.
- Includes up to four (4) hours after hours go live support and up to eight (8) hours of first day of business post implementation support.
- Conduct CMS Administrator Training - Up to two (2) hours remote screen share training for up to four (4) participants. Covers, creating logins, permissions, dictionary, password reset, backups, etc. x 4.
- Conduct CMS Supervisor Training - Up to three (3) hours remote screen share training for up to four (4) participants. Covers logging in, running and interpreting reports and agent administration x 20.

Assumptions

- Quote does not include report customization but can be provided at T&M rate.
- All work will be done remotely.
- Number ranges to use are managed and provided by the County.

- Uploading of announcement .wav files is not included in this quote.
- After hours is included as required.
- High speed network access, such as through a VPN, must be provided by County to the Contractors team. Using Web conference such as Webex may result in higher service fees.

3.2. 3rd Party Tasks

3.2.1. CMSSUP-OS CMS

- Supervisor, Administrator and Web Reporting onsite
 - Eight (8) hours

3.2.2. CAC-PS-CQMCRQ-INBAS

- Calabrio Call Recording (CR) Base Implementation.
 - Up to two hundred (200) users included.

CAC-PS-CQMCRQ-INUSR

- Calabrio Call Recording (CR) User Implementation.
 - Per additional user exceeding base implementation of two hundred (200) users.

CAC-TR-BCRCRE-TRUSR

- Calabrio Call Recording (BCR) Training Package

3.2.3. EUTRN-REM

- Remote End-User Training
 - Twenty (20) sessions at two (2) hours each

3.3. Deployment Verification for Call Management System (On-Prem)

3.3.1. Deployment Verification

Contractor Responsibilities

- Perform a Webex with County's VMware administrator to review the "as-built" Virtualized Environment:
 - ESXi Host Specifications.
 - VMware Storage.
 - Physical Network.
 - Avaya Applications.
- Review results of the "as-built" to determine if the virtualized environment has the capacity to deploy the Avaya OVAs and that it complies with Avaya's VE requirements.
- Conducting a "web conference" to view the "Virtual Machine Properties" after the Avaya Applications are deployed.

County Responsibilities

- Provide all virtualized hardware/software per the Avaya Specifications.
- Providing a qualified VMware engineer to:

- Access the vCenter Environment where the OVA will be deployed and conduct a screen share via Webex with Contractor Engineer.
- Review results of the "DV Results" that will be provided by the Contractor Engineer and perform any corrective actions required to bring the environment into compliance with Avaya VE specifications.
- Provide remote access via RIG, SAL or VPN Download files from FTP server.
- Provide a qualified VMware administrator.
- Provide VMware hardware/software per Avaya Specifications.
- Perform all VMware administration.

3.4. Call Management System

Upgrade R18.0.1.0 Primary & Secondary CMS to R19 on County VMware. Please note that the quote is based on Primary CMS INV report since Contractor does not have remote access or CMS INV report for Secondary CMS.

Assumptions

- High speed remote network access using SAL, Contractor or VPN accounts must be provided by the County to the Contractor team. Additional charges will be submitted via change order where remote network access is denied, and Contractor tasks have to be coordinated and completed using screen share applications.
- All work will be done remotely.
- After hours cutover support is included as required.

CMS Designer Reports must be migrated to a new CMS Web Designer category before they can be run in the R19.2 CMS Web client. There is no automatic process to migrate CMS Supervisor Designer reports to the CMS Web Designer category or to re-migrate CMS Supervisor Designer reports that are changed after they have been initially migrated to the CMS Web Designer category.

- CMS users are responsible for:
 - Migrating their own CMS Supervisor Designer reports to the CMS Web Designer category. We recommend only migrating CMS Supervisor Designer reports that are actively used. CMS Supervisor Designer reports that are not actively used and not migrated to the CMS Web Designer category can then be identified and removed.
 - Re-migrating CMS Supervisor Designer reports after they are modified using the CMS Supervisor Report Designer application.
 - Migrating new CMS Supervisor Designer reports created with the CMS Supervisor Report Designer application.
 - Training will be provided regarding CMS Migrating Supervisor Designer reports.
- CMS Custom reports created in the old ASCII Terminal Emulator client (not the CMS Supervisor Client) cannot be run in the CMS Web client and Avaya has no plans to add this capability.
- CMS Custom Terminal Emulator reports can still be run in the CMS Supervisor and ASCII Terminal Emulator clients with no required changes.

Contractor Tasks

- Primary CMS
 - R19 CMS PLDS license activation/configure WebLM features and licenses.

- Provision new r19 CMS.
- PBX Link admin X 1.
- Historical data migration X 1 (1-4 ACD migration).
- DNS, NTP, NFS backup, and ODBC server configuration.
- Contractor backup scripts to purge old backups from NFS share, USB drives or VM data store and automate CMSADM backups.
- Custom CMS database trigger, stored procedure, and binary executable on the primary CMS to generate a one-time password whenever a new CMS user account is added. This eliminates the requirement of having an administrator log in as root to set the initial password when a new user account is added.
- APS Interface Installation X 1.
 - RT Socket upgrade.
- Secondary CMS
 - R19 CMS PLDS license activation/configure WebLM features and licenses.
 - Provision new r19 CMS.
 - PBX Link admin X 1.
 - Historical data migration X 1 (1-4 ACD migration).
 - DNS, NTP, NFS backup, and ODBC server configuration.
 - Contractor backup scripts to purge old backups from NFS share, USB drives, or VM data store and automate CMSADM backups.
 - APS Interface Installation x 3.
 - Admin Sync upgrade.
 - Dual Role Survivable upgrade.
 - RT Socket upgrade.

4. DIALING PLAN SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

4.1. Avaya Unified Communication

Custom Tasks

Contractor UC Engineer

Dial Plan Analysis

Contractor will perform a Dial Plan Analysis to outline the plan for the Communication Manager. This assessment assists by outlining a strategy for the overall dial plan to be implemented on the existing Communication Manager. The current Communication Manager has approximately 200 extensions in place and plans to add approximately 9000 additional extensions from various existing PBX systems.

The tasks for this portion of the engagement are as follows:

- Consult and document County of San Mateo's future growth and application deployment plans.
- County to provide current extensions from existing systems which will be migrated into the new Communication Manager platform.
- Assess the current dial plan from the CM and connected applications with consideration for future plans.
- Identify high level changes that will be required for applications that are connected to the Communication Manager.

Dial Plan Conversion

County has requested a dial plan conversion on their existing Avaya Communication Manager to accommodate future growth and compatibility with applications. This section of the Statement of Work will outline the responsibilities of Contractor as well as County as it pertains to modifying the existing platforms to accommodate the proposed dial plan.

The Communication Manager is administered with approximately 200 extensions to support the locations as well as the currently connected applications. Additional charges may apply if these quantities are exceeded. All services are to be delivered remotely unless otherwise specified.

The next section will outline the responsibilities of Contractor and County for this Dial Plan Conversion project. Contractor has only provided services to perform or assist with the conversion of the applications listed within this Statement of Work. If additional applications are discovered in the County Unified Communications environment that will be impacted by the dial plan conversion, additional services may be required by Contractor and potentially a 3rd party vendor.

Communication Manager

- The Contractor UC Engineer will review the existing configuration and provide an overview of the changes that will be required.
- Contractor will extract translations from the CM.
- Once the translations have been retrieved from the CM, a translation freeze will need to be put into effect. The duration of this freeze will be determined by the implementation team, but based on the size of the current CM, a two (2) week freeze window should be anticipated.
- Contractor will load the modified translations into a surrogate server in the Contractor benching facility for the purpose of modifying all extensions to the new dial plan. This will include the conversion of all existing extensions currently administered on the Communication Manager to the new dial plan standard. This includes but is not limited to, all stations, VDNs, Vector programming, Hunt Groups, Agent IDs, Coverage paths, Attendant configuration, etc.
- At the designated cutover time, Contractor will back up the current CM translations and then load the dial plan conversion translations.
- Contractor and County will participate in testing the modified translations on the production platform to ensure proper operation.

5. NETWORK ASSESSMENT SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

5.1. Avaya Unified Communication

VoIP Assessment

Standard

Remote Standard WAN VoIP Network Assessment

- Initial kick-off call.
- Remote Metrics Testing.
- Detailed Metrics Report.
- Metrics Analysis.
- Summary and Recommendation Document.
- Final Consultation conference call with recommendations for remediation if needed.
- Includes free unlimited retest should initial test fail (within 60 days).

Assumptions

- County will assign technical contact with an understanding of IP telephony assessment requirements and is available for VoIP assessment duration.
- End-User will participate in a kickoff conference call with Contractor Engineer to review the overall IP telephony network assessment process.
- End-User will prepare IP telephony VoIP network using standard quality of services (QoS) guidelines.
- End-User will install VoIP assessment traffic agents on designated endpoints.

Quality Assurance Review (QAR)

Contractor offers the Quality Assurance Review (QAR) as a required step for any real-time Unified Communications (UC) application. Using Ixia Hawkeye software our network engineers inject simulated VoIP, Video, and/or data traffic into the network and analyze how the network performs against industry benchmarks. The QAR will validate the networks ability to successfully deliver Unified Communication solutions using major indicators such as jitter, packet loss, and delay.

Note: This includes testing a total of twenty-five (25) sites.

Contractor Responsibilities

- Establish Solution testing parameters.
- Review testing requirements.
- Supply software Traffic Agent to be loaded on County supplied workstation.
- Inject UC traffic for 24-48 hours.

- When required, this timeline may be adjusted to meet project goals and restrictions.
- Unified Communications Performance Evaluation Report: A comprehensive report with graphical timelines for the duration of the test. Testing results including Packet Loss, Delay, Jitter, and MOS score.

Consultation on results and associated recommendations.

- Testing is limited to a single completed test cycle. Contractor will work with County to get clean results of the test and will stop and start the test as needed to allow for changes in the network in the event testing is failing. After five attempts of achieving a clean QAR, the test will be considered complete regardless of the results. Additionally, once the test has run for 50% of the planned test cycle it will be considered complete. In the event the QAR is needed to be run a second time Contractor will require an adjustment to Agreement to allow for a second set of tests at an additional 50% cost of the original test.
- In most cases, the QAR test requires installation of small, lightweight Traffic Agent software on one or two existing computers. The Traffic Agent can reside on existing servers or workstations running a supported Windows or Linux operating system. The agent can also be provided as a VMWare OVA image.
- County is required to allow outbound traffic through their firewall to the Contractor cloud server.
- In some cases, where testing parameters require it, a small appliance will be used instead of the lightweight Traffic Agent software. These small appliances will require a physical data port and either a predetermined IP address or DHCP services. County is responsible for placing the devices on their network and returning the devices to Contractor at the end of the test.
- If the results of the QAR determine the network is unable to adequately support Unified Communication traffic, Contractor reserves the right to delay the implementation until remedial "fixes" can be performed. Alternately, the County may sign a waiver of responsibility regarding the performance of the solution. Any elements that are determined to impede the networks ability to support real-time traffic are the County's responsibility to correct. If assistance is needed, the County may engage Contractor for Converged Network Implementation as a separate service.

Out of Scope

- Failover Testing is excluded from this agreement.
- Go-Live/Solution Cutover is excluded from this agreement.
 - Go-Live/Solution Cutover sessions can be added in advance via the change order process.

6. WAREHOUSE AND LOGISTICS SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

6.1. Warehouse and Logistics Services

Contractor will orchestrate the shipping and delivery of devices. These consist of Audiocodes handsets, Jabra headsets and Polycom conference room phones. The per-device cost is **\$24.14 per device**, additionally, the per-shipment cost is **\$650.00 per delivery**.

Invoicing will take place throughout the entire duration of the project. Each invoice will be sent to the County of San Mateo after each shipment is received.

Services to be rendered:

- Warehousing
- Receiving
- Handling
- Inventorying
- Asset Tagging
- Delivery to Project Site

6.2. Warehouse and Logistics Services Defined

Warehouse and Logistics Services are shipments of all necessary handsets, headsets and conference room phones required for each site deployment to be delivered from Contractor's West Sacramento warehouse to the specific County of San Mateo site being deployed.

7. END POINT DEVICE PLACEMENT SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

7.1. ITLS (IT Life Cycle Services)

The scope of this service engagement is to provide deployment services for desk phones to end users per site for the **County of San Mateo**. Details of the engagement are outlined below, and specific deployment details are contained in the body of this document.

7.2. Project Location(s)

Below is a list of the location(s) that should be included in this project.

The County will designate each site and users within the site for delivery and placement.

7.3. ITLS (IT Life Cycle Services)

Inventory Management

- Systems will be shipped to Contractor.
- Contractor will pull the systems from inventory.
- Inventory counts will be reviewed upon receipt and deployment.

Pre-Production Setup

- Contractor will complete pre-work in preparation of the hardware deployment.
- Contractor will prepare the Technician Instruction Sheet (TIS).
- County Signoff of TIS.
- QA/QC checklist confirmation.

Packing (OEM)

- Contractor will break down OEM packaging at each location and place in designated locations for recycling/disposal based upon the guidance of the County.

End Point Deployment Services

- Contractor technicians will transport the designated device quantities to the specific site and department ahead of the onsite deployment.
- Headsets and Handsets will be unpacked and placed on each desk for each designated end-user.
- Handsets will be plugged into the available network cable, swapping the existing handset unit.
 - If a handset is designated for a desk with no existing network cable, Contractor will provide the necessary cable.
 - If Contractor technicians are unable to complete the placement during the agreed to placement times, devices will be unpacked and placed on the designated desk without swapping the existing device with the new one.
- Contractor technicians will ensure the handset is powered on and communicating with the call manager.
- Contractor technicians will configure the handset and perform agreed-to testing such as placing a call.
- Contractor technicians will record each placed device model, serial number, end-user, and extension.
- Contractor technicians will remove the old handset to a central location and stage it for e-wasting.
 - Contractor will inventory, box, and palletize.
- All trash will be disposed of onsite in the designated receptacles.

Inventory Reporting

- Contractor will provide a monthly inventory report in the agreed upon format.

Quality Assurance

- QA documentation is created and attached with each deployment order as a Technical Instruction Set (TIS).
- Example QA inspection points are as follows:
 - Device Power-up and authentication sequencing are completed successfully.
 - Test call/s are successfully completed.

E-Waste Services

Contractor will provide E-Waste Services.

- Contractor technicians will prepare devices for E-Waste.
- A central location will be designated by the County.
- Contractor technicians will neatly place old devices in boxes and pallets.
- Contractor will schedule a pick-up of the E-Waste and remove the old devices from the site.

Project Assumptions and Responsibilities

Contractor performances are subject to the execution and completion of the following tasks by County as required:

- Contractor will deliver the devices per each site deployment from C1 warehouse.
- County to provide a single point of contact for Contractor's team.
- County to notify Contractor of any work performance discrepancies requiring remediation by Contractor within 24 hours of the installation completion.
- County to provide requisite credentials.
- County to provide estimated completion dates for the project.
- County to provide anticipated number of units.
- County to provide labeling requirements.

8. QOS IMPLEMENTATION SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

8.1. Enterprise Networking

This project will address this issue and provide a robust Quality of Service implementation for the County, providing the application performance and consistency required by applications and business users. The project will proceed in several phases:

- Discovery
- Assessment
- Design
- Implementation
- Close-out

Discovery

Through a series of workshops and interviews with County staff, Contractor will perform discovery and develop an understanding of the County network infrastructure, working through each distinct area of the network:

- WAN edge routers and WAN circuits
- Campus and LAN switching

- Remote Site Design
- Data Center Networking
- Network Security (firewalls)
- Application Portfolio

The goal is to understand the current state network inventory, design and configuration, and to identify the critical applications on the network and their requirements to perform optimally.

Assessment

Based on information obtained through the Discovery phase, assess the overall network and current QoS design approach, identifying gaps or inconsistencies that may be inhibiting reliable end-to-end QoS.

An integral element of this will be to develop a matrix of vendor platforms, hardware and software versions based on network inventory data from the Discovery phase. This will help to identify potential incompatibilities and opportunities for standardization of hardware and software.

Finally, identify critical integration points in the network, such as changing between Layer-2 and Layer-3 QoS or where the network platform transitions from one vendor to another. These transitions may impact QoS behavior and should be specifically identified and used to inform the subsequent Design phase.

Planning and Design

During the Design phase, information from the Discovery and Assessment phases will be used to develop an Application Catalog and a comprehensive Network QoS design.

The Application Catalog is used to describe critical applications used in the County environment, where these resources are located, who and where the users and consumers are located, identifying characteristics of the application traffic (ports, protocols, IP addresses, etc.), what specific requirements the application has in terms of latency, loss, jitter, etc.

This information will be used as the basis for the overall Network QoS Design, consisting of a classification and marking strategy, policy definitions and provisions for interoperability to provide deterministic treatment of application traffic on the network.

Once the application portfolio is understood and quantified, and the Network QoS Design complete, the implementation approach will be developed, including a limited pilot phase, definition of testing and validation methodology and success criteria, and an overall implementation plan and timeline for deploying across the Enterprise.

Implementation

The Implementation phase will simply be the execution of the Pilot and Implementation efforts along with their associated tests and validation as defined in the Design phase previously.

This will include an initial pilot to validate the design and implementation approach, and upon successful validation, move on to the larger deployment across the entirety of the County network infrastructure, along with appropriate testing and validation.

Closeout

The project Closeout phase consists of Contractor packing up the relevant information gained from the Discovery and Design phases into a set of diagrams and documentation describing the design as it was implemented.

This will include:

- Any high-level network diagrams produced as a result of this effort

- QoS Design Document
- Standard configurations to deploy QoS to the various platforms
- Application Catalog
- Any additional observations and recommendations that were noted as a result of the Discovery phase

Technical Assumptions, Caveats and Limitations

- Internet connected (VPN) sites and devices are a best effort service as Internet transport does not honor QoS markings or policy.
- A network inventory was not provided or available, therefore this proposal is limited to the number of sites and devices as noted here:
 - Sixty-six (66) remote sites and two (2) campus locations.
 - Seventy-eight (78) routers.
 - Fifteen (15) firewalls (HA pairs treated as single firewall).
 - One hundred and eighty-nine (189) switches (switch counts based on the number of IP handsets provided and estimates for distribution and campus switches).
- Access to Netflow reporting is required for application identification and quantification. If this is not available, additional time may be required to identify and classify applications at additional cost.
- Wireless networking is not in scope for this QoS proposal.

9. SOLAR WINDS INTEGRATION SERVICES

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints, and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

9.1. Avaya Unified Communication

Custom Tasks

UC Engineer SNMP Trap Configuration for Solar Winds

- UC Engineer to configure SNMP traps on the following:
 - Two (2) CM.
 - Two (2) Media Server.
 - Twenty (20) Media Gateways.
 -

Convergence Engineer SNMP Traps

- Convergence Engineer to configure Solar Winds SNMP traps for the following:
 - Four (4) SM.

- Two (2) SMGR.
- Two (2) ASBCE.

UC Engineer meetings/planning/discovery.

Convergence Engineer meetings/planning/discovery.

10. NUTANIX AND VMWARE FOR AVAYA

This section identifies the work that will be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

10.1. Data Center Services

Compute Services

Nutanix Compute Configuration Services

HyperConverged Infrastructure Services

- Contractor will install two (2) Nutanix HCI clusters in County's two (2) data centers, to include:
 - Unpack and pre-stage servers.
 - Rack-mount new equipment in County-supplied rack.
 - Connect power connections to County-provided PDUs.
 - Upgrade firmware.
 - Upgrade host firmware.
 - Reboot servers to apply the new host firmware.
 - Configure IP addressing and network adapters.
 - Configure switch port parameters and VLANs.
 - Configure and install signed certificates, if required.
 - Configure lights-out management.

Contractor will configure the two (2) HyperConverged Infrastructure clusters:

- RWC cluster has four (4) NX-3460N-G8 and two (2) NX-3260N-G8 nodes.
- Med Center cluster has four (4) NX-3460N-G8 and one (1) NX-3160N-G8 nodes.

Contractor will configure two (2) HDD/SSD/NVMe drives per host for use as internal storage.

Virtualization Services

VMware Virtualization Configuration Services

Hypervisor Management Deployment

Contractor will deploy a new vCenter platform.

Contractor will deploy the vCenter Server Appliance Linux instance for hypervisor management.

Contractor will deploy up to two (2) vCenter management instances.

Contractor will create up to two (2) clusters for the VMware -based Nutanix hypervisor hosts in the vCenter platform.

Host Hypervisor Installation/Upgrade

Contractor will install the designated hypervisor onto eleven (11) host servers via tasks outlined below.

- Create and configure hypervisor database.
- Configure boot from SAN (if included below).
- Install Hypervisor onto host (if not using boot from SAN).
- Configure host to core trunks.
- Configure VLANs and VLAN interfaces.
- Configure IP addressing and routing.
- Configure storage connectivity to hosts.
- Test networking, storage and management.
- Update drivers as needed for Ethernet/HBA adapters.
- Create HA clusters and join hosts to HA cluster.

11. OPTIONAL MICROSOFT TEAMS DIRECT ROUTING SERVICES

This section describes the work that may be performed during this engagement and covers the assumptions as the basis for this agreement, the responsibilities of Contractor personnel, and the responsibilities of County. County would like to integrate the Avaya PBX with the Microsoft Teams County.

The strategy for this agreement would be to enable integration by leveraging EC500 between Avaya & Microsoft Teams.

AudioCodes SBCs would be introduced to provide integration between Avaya PBX and Teams clients. This results in a Teams native client experience for inbound and outbound calling without the need for the Avaya soft client.

This provides future-proofing for any future changes to the calling platform should Teams be selected as another calling platform.

11.1. County Procurement Requirement

This solution will require the following licensing, services, hardware, and/or software. The County is solely responsible for procuring the following prior to the project start date and is required to avoid project delays and additional processing fees.

- ***County must procure either O365W365 G5 licenses or G3 plus Phone System & Audio Conferencing add on licenses to enable calling for the MSFT Teams users.***

- A5/E5/G5 for each Teams administrator who needs access to call reporting
- Either A3/E3/G3 for each end-user PLUS:
 - Phone System license for all users who will be Teams voice-enabled
 - Audio Conferencing license for each user who needs a PSTN bridge dial-in number in meeting invites
 - **OR** - A5/E5/G5 for each end-user (which includes both)
- Business Standard or Business Premium for each end-user PLUS:
 - Business Voice license for all users who will be Teams voice-enabled
 - **OR** - Business Voice with Calling Plans license for all users who will be Teams voice-enabled
- Common Area Phone license for each Teams common area phone

This statement of work is written with the assumption the County will provide unfettered/direct access to both the Office 365 tenant and any related on-prem infrastructure to Contractor during the length of surrounding this project.

**11.1. Microsoft
Teams**

E911

If E911/911 services are selected and implemented for the location(s) covered by this, County acknowledges that (a) That the Contractor's implementation of the E911/911 services will be in accordance with the E911/911 documentation, (b) That such implementation does not ensure County compliance with any regulations applicable to such E911/911 services, including but not limited to Kari's Law act of 2017, or the applicable provisions of Ray Baum's Act, and (c) That it is the obligation of the County to ensure such compliance.

Table 11-1

Microsoft Teams	
Number of Microsoft Teams users	9,044
Include Health Assessment	Yes
Include Network Assessment	Yes
Number of Network Assessment Sites	25
Include Pilot Deployment	Yes
Number of pilot users	25
Length of Pilot (weeks)	2
Include Production Deployment	Yes
Include Voice Deployment	Yes
Number of online user migration events (<= 500 seats)	2

Number of online user migration events (> 500 seats)	3
--	---

Proposed Architecture

Exhibit 11-1

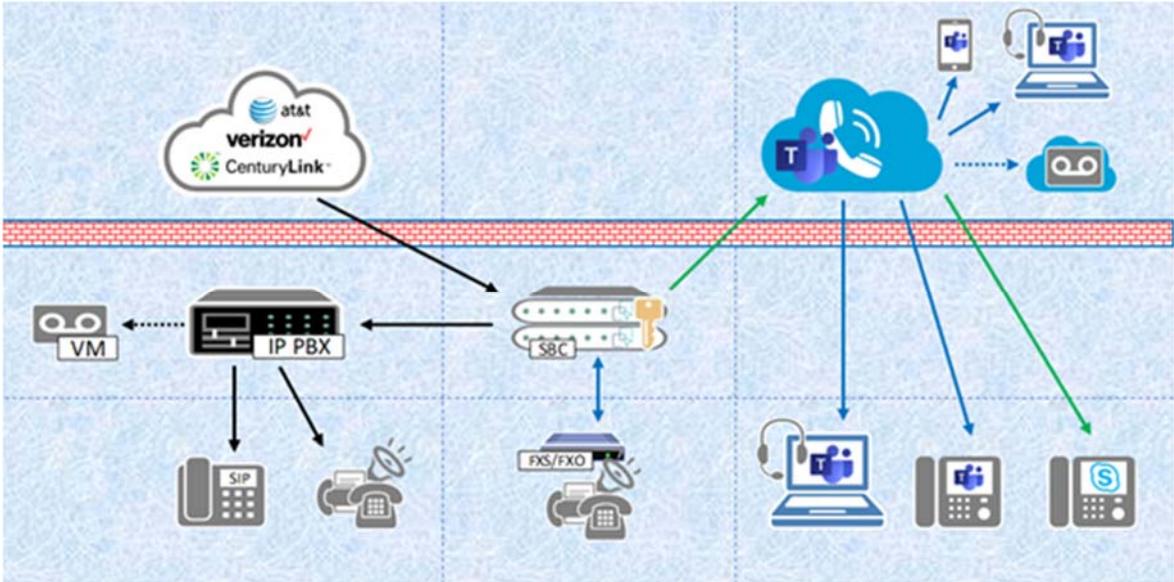


Table 11-2

Enterprise Voice	
Number of Sites Enabled for Voice	25
Number of Session Border Controllers (SBC)	4

Design and Planning - Voice

Teams voice planning covers:

- Session Border Controllers (SBCs)
 - Media Bypass
 - Local media optimization
 - Location based routing
- SSL certificates
- User personas
 - Expectations
 - Device options
 - Bandwidth requirements
- Voice configuration
 - Dial plans
 - voice routes

- Toll/toll free calling
 - Toll bypass considerations for international meetings
- Media bypass and local media optimization
- Location-based routing
- Call routing with legacy PBX solutions
- Security and Networking
 - SD-WAN considerations and best practices
 - Quality of Service (QoS)
 - Express Route (if applicable)
 - VPN
 - Internet ingress/egress
 - Firewall requirements and considerations
- Voicemail
- Mainline behavior
- Boss/admin/delegate functionality
- Clients and devices
 - Desktop phones
 - Teams certified
 - Teams compatible/3PIP
 - Receptionist/attendant consoles
 - Hardware and/or software solutions
 - Soft Clients
 - Headsets
 - Webcams
 - Administration and management
- Policies
 - Calling Line Identity (Caller ID)
 - Calling
 - Call Hold
 - Emergency Calling and Emergency Call Routing
 - Security and Compliance
 - Branch survivability
 - Voicemail
 - Voice Routing
- Analog devices
 - Analog gateway(s)
 - Paging/warehouse bell
 - Faxing
 - Alarm/emergency call

- Elevator phone
- Gate/door buzzer
- Modems
- Meter reading
- Fire alarms
- Emergency call boxes
- Night bell
- Intercom
- Courtesy phones
- TTY systems
- Weather (Tornado/hurricane) alert systems
- Panic alarm systems
- Common area phones
- Up to **five (5)** Auto Attendants, Dial-In Conference Numbers and Call Queues per site
- Up to **one (1)** Call Park Orbit per site
- Emergency dialing
 - Dynamic E-911
 - Local, state, and national regulations
 - Civic addresses for static E-911 (if required)
 - MLTS notifications
 - 3rd party emergency call handling integration (if required)
 - Public Internet egress IP identification
- Call blocking
- IP based location information for QoE
- Voice analytics, reporting, and monitoring
- Call Recording
 - Integration with 3rd party solution (if required)
- Mass notification systems
 - Integration with 3rd party solution (if required)
- Attendant console
- Phone number management
- High Availability and Disaster Recovery (HA/DR)
- Gap analysis comparing legacy PBX and/or Skype for Business (hybrid or online) to Microsoft Teams

Deployment - Pilot Environment

Configure Pilot Teams Components

Configure Microsoft Teams components as required based on architecture design:

- Up to one (1) Microsoft Office 365 Tenant
- Policies

- App settings
- Archiving, expiration, and retention
- Caller ID
- Classification
- Guest access
- Meetings
- Messaging
- Security and Compliance
- Teams and channels (creation and naming)
- Up to one (1) Call Queue and one (1) Auto Attendant
- Session Border Controllers (SBCs)
- Survivable Branch Appliances (SBAs)
- IP based location information for QoE
- Up to one (1) SIP carrier PSTN circuit per SBC or SBC HA pair
- Included up to one (1) conference phone(s)
- Include up to one (1) Microsoft Teams Room (MTR) system(s)
- Emergency dialing
 - Dispatchable locations for E-911 (if required)
 - MLTS notifications for E-911 (if required)
 - 3rd party emergency call handling integration (if required)
 - Emergency Calling policies
 - Emergency Call Routing policies
 - Emergency numbers

Teams Pilot

Conduct a Microsoft Teams pilot to collect user feedback and measure Key Success Indicators

- Includes County identified users and/or devices
- Provide tier-3 support escalation to the support team during the pilot.
- Accounts will be enabled/moved in up to one (1) event

Deployment - Production Environment

Configure Production Teams Components

Configure environment per the approved design, including but not limited to:

- Up to one (1) Microsoft Office 365 tenants
- Policies
 - App settings
 - Archiving, expiration, and retention
 - Caller ID
 - Classification
 - Guest access
 - Meetings

- Messaging
- Security and Compliance
- Teams and channels (creation and naming)
- Session Border Controller(s)
- Survivable Branch Appliance(s)
- IP based location information for QoE
- SIP carrier PSTN circuit(s)

Disaster Recovery

- Disaster Recovery testing per approved design
 - May require after-hours efforts

Emergency Calling

- Tenant configuration
 - Dispatchable locations for E-911 (if required)
 - MLTS notifications for E-911 (if required)
 - Emergency Calling policies
 - Emergency Call Routing policies
 - Emergency numbers

Intrado Emergency Calling

- Collect the information and complete the configuration worksheet supplied by Intrado.
- Survey the enterprise properties and determine the ERLs. Determine the source of the ERL data (authoritative database).
- Assign resources and prepare procedures for 911 administration, automation, third party database integration and support.
- Configure the O365 Cloud PBX with a test dial plan (i.e., 811) and additional routing numbers (security, test mode).
- Configure site SBCs with alternate routing configuration to both of Intrado's ERS datacenters as well as ECRC or local PSAP via PSTN.
- Assign security personnel to monitor or receive alerts for 911 calls for ERLs.
- Assign security desk routing dial plan (if required).
- Perform Initial batch upload of ERLs. Test manual and automated ERL batch provisioning.
- Switch dial plan to route 911 calls to production circuits.
- County network managers, 911 managers, and Intrado implementation staff perform monitoring of the system for 30 days.
- Perform Initial batch upload of Endpoints (if required). Test manual and automated Endpoint batch provisioning.
- Prepare scripts that integrate ERL/Endpoint batch provisioning with 3rd party databases and/or tools (if applicable).
- Product Acceptance Tests:

- IP connectivity between the IP-PBX and Intrado Emergency Routing Service
- Fallbacks
- Analog/Digital phone provisioning
- Security Desk routing and notifications
- Voice quality
- Tests: Live 911 calls from various buildings. Confirm that PSAPs are receiving the correct information.

Enable Production Users

- Enable production user accounts for Microsoft Teams.
- Provide tier-3 support escalation to the support team for up to 1-day after each provisioning event.

Knowledge Transfer

Provide up to four (4) hours of operations knowledge transfer. Knowledge Transfer is an informal conference or in-person session(s) wherein Contractor presents and reviews the overall solution and addresses County questions regarding the completed design. During the Planning and Design phase of the project, Contractor and the County will determine a Knowledge Transfer session(s) schedule, content and participants.

- Microsoft Teams
- Administration Tools
- Roles Based Access Control (RBAC)
- Vendor Documentation
- Logging and Troubleshooting
- Patching and Maintenance
- Moves, Adds, Changes
- Top Support Issues

Note: Knowledge Transfer is not a formal training class that would otherwise be delivered by a certified vendor learning partner. Contractor can recommend official training classes at County's request.

Out of Scope

- Licensing is not included in this optional proposal. The County owns or will purchase all required licensing.
- Configuration changes to third-party systems not listed in this optional proposal.
- Placement of endpoint devices.
- End-user training is not included in this scope, however, all applicable use documentation will be provided.
- Troubleshooting issues related to the core deployments of Active Directory, Exchange, existing Lync/Skype for Business infrastructure, Office 365 tenant, and underlying hardware and storage is out of scope of this proposal and will be billed separately on a time and materials basis.
- Troubleshooting issues related to the network infrastructure is out of scope for this proposal and will be billed separately on a time and materials basis.

- Configuration, firmware updates or troubleshooting of devices purchased through a vendor other than Contractor will be billed separately on a time and materials basis.

Teams

- Quality of Service detailed configurations for network equipment are not included in this proposal.
- Any vendor specific phone features not controlled by Microsoft Teams or Skype for Business Policies are out of scope for this engagement.

Deliverables

The following table describes the deliverables included as part of this proposal:

- Project Plan & Schedule - Describes the project tasks dependencies and timeline for a completion of milestone

Teams

- Readiness Assessment Report - Summary report on the organizations' current readiness for Microsoft Teams including potential blockers and remediation.
- Network Site Connectivity Assessment Report - Summary report on the estimated bandwidth requirements and network readiness for Microsoft Teams.
- Voice Site Worksheets - Spreadsheets detailing the specific configuration for a Microsoft Teams voice site. Includes PSTN usages, gateways, dial plans, voice policies, voice routes, voice route policies, normalization rules, firewall rules, and requirements.
- Phone System and Conferencing Worksheets - Document covering site architecture/requirements, Phone System features design decisions including auto attendants and call queues.
- Pilot Success Criteria - PowerPoint document detailing the Success Criteria and the Key Success Indicators.
- Pilot Close-Out Report - Report showing the outcome of the pilot including user survey reports.
- User Acceptance Test Matrix - Excel Workbook matrix of test case results used to validate the solution.
- Account Enablement Report - Report showing which accounts were enabled for Microsoft Teams and policy assignments.
- High Availability/Disaster Recovery Test Matrix - Excel Workbook matrix of test case results used to validate the solution.
- Subnet and notification report - Spreadsheet showing all configured network subnets and their corresponding dispatchable locations and notification recipients.

Microsoft Modern Workplace Specific County Responsibilities

- Verify and complete forms and questionnaires from Contractor consultants or engineers in a timely fashion.
- If requested, provide comprehensive documentation for existing network and system deployments, including physical and logical schematics, prior to service commencement.
- County to assist with making changes to Active Directory, ADFS, AAD Connect, Azure Active Directory, and the global Office 365 tenant in a timely manner as requested to facilitate Contractor responsibilities based on agreed upon schedule.

- If requested, designate Contractor as the Microsoft Claiming Partner of Record (CPOR) for Office 365 and/or Azure services in scope with this Statement of Work.
 - onmicrosoft.com domain name: smcgov.onmicrosoft.com
 - Tenant ID: 0dfaf635-a04d-48cc-a7e3-6da1af0883f9
- Provide independent administrative access to the Microsoft Teams and Skype for Business areas of the Office 365 tenant.
 - Teams Service Admin
 - Skype for Business Admin
 - Global Read Only/Azure Global Reader
- Provide direct connectivity (VPN, etc.) to Teams voice/video infrastructure, including:
 - Session Border Controllers (SBCs)
 - Survivable Branch Appliances (SBAs)
 - Microsoft Teams Room systems (MTRs)
- Deployment of Teams County on end-user workstations. Contractor can assist with building a deployment package if requested.
- Purchase or provide all required SSL certificates based on approved design, including public certificates where required.
- Provide resource to configure County's enterprise firewall to publish new Direct Routing SBC on County provided public IP address.
- County to provide location maps and blocks of numbers for emergency dialing configuration associated with the enabled users. Additionally, County to provide subnet and contact information for each subnet.
- Acquire and provide appropriate Office 365 licensing for the accounts in scope.

Microsoft Modern Workplace Specific Technical Assumptions

- Microsoft Active Directory is healthy
- All users enabled for telephony in Microsoft Teams will have a proper E.164 formatted number.
- All users enabled for telephony have a phone number/extension that is unique throughout the organization.

12. OPTIONAL CALERO CDR REPORTING SERVICES

Provide services to complete the following tasks:

- Remote Implementation Call Accounting 5K-10K Extensions
- Getting Started with VeraSMART Call Accounting
 - Two (2) hours Remote Training
 - Up to four (4) seats

13. OPTIONAL C1 CONVERSATIONS SERVICES

13.1. MyQ CallBack Core Service Elements

Table 13-1

C1 Conversations Subscription Services	
• MyQ Callback, 10-port bundles:	1
Data Center Services	
• Hosting Location	Contractor Data Centers
• Infrastructure Services	Virtualized/ Multi-tenant
• High-Availability Design	Yes
Network Connectivity Services	
• MyQ SIP PSTN Trunk Availability	Yes
• Primary Network Connectivity	PSTN
Services & Support	
• Support and Managed Services	Included
• Design & Standard Implementation	Included

13.2. MyQ Callback Service PSTN Connectivity

Service is available within Continental US. Refer to Pricing section for per-minute charges.

County is responsible for providing and maintaining standard PSTN-based trunking of sufficient reliability and capacity to route calls to and from the C1Conversations MyQ callback cloud service.

13.3. MyQ Service Desk

- Service Desk is a centralized function serving as a single point-of-entry for all County requests
- Service Desk support will be provided by ConvergeOne based on the solution as detailed in the Terms of Service
- Service Desk is accessible during Service Hours by County's Help Desk or authorized personnel with a working knowledge of the County's technical environment as it relates to the solution provided under the Terms of Service
- Service Desk supports the following tasks and workflows:
 - Receipt of County's service requests and trouble reports
 - Event assessment and assignment of incident classification according to agreed incident prioritization criteria
 - Update status of service requests and/or trouble tickets based on agreed intervals or with change in status
 - Review, validation, and closure of tickets

- Tickets may be submitted to the Service Desk via the following methods:
 - Phone call placed during Service Hours
 - Request submitted via Contractor's web portal
 - Events received from Contractor's element monitoring system

13.4. Proactive Monitoring

- ConvergeOne will monitor pre-defined events and system generated alerts for the solution provided within the standard TOS, to include those products to be supported that are deployed outside of the ConvergeOne's Data Center Facilities ("Managed Products")
- ConvergeOne will support the following event management tasks and workflows:
 - Event filtering and categorization according to criticality
 - Event authentication and notification via pre-defined, time-based correlation rules
 - Event correlation, automated Ticket creation and assignment

13.5. Release Management

- ConvergeOne will implement updates to the solution provided under the standard Terms of Service, to include any Managed Products, as determined appropriate to deliver the services at the committed service levels defined in section 6, "Service Levels and Reporting". All updates will be implemented during a Standard Maintenance Window or as otherwise scheduled with County

13.6. Configuration Management

- ConvergeOne will manage a process for backing up the solution provided in the standard Terms of Service, to include the data center infrastructure and supported applications, consistent with the service level commitments

13.7. Governance

- ConvergeOne will deliver service level management, service reporting and communications to ensure services are delivered in accordance with the standard Terms of Service, including:
 - Communicate County-specific SLAs to all delivery personnel
 - Review SLA performance reports and monitor conformance with contracted SLAs
 - Communicate actual performance against SLAs through regular County reviews
 - Conduct Root Cause Analysis into any SLA breach and present remediation plan to County
 - Ensure change orders conform to contracted SLAs

13.8. MyQ Callback Service Change Request Fulfillment

The following configuration changes can be performed by C1 at the County's request:

Table 13-2

Simple Change Requests: Up to three (3) per month included at no cost. Each additional \$150.00 each
<ul style="list-style-type: none"> • Change busy/no answer retry options
<ul style="list-style-type: none"> • Change staffed hours for a configured agent queue
<ul style="list-style-type: none"> • Change incoming/outgoing port allocation mix
<ul style="list-style-type: none"> • Change outgoing Caller ID (CNAM, applicable for MyQ provided PSTN DID's only)

<ul style="list-style-type: none"> • Change DID's for outgoing agent queues or error handling destinations
<ul style="list-style-type: none"> • Increase the subscribed number of port bundles (without adding new agent queues). Monthly subscription billing will be adjusted accordingly.
Complex Change Requests: Additional charges apply
<ul style="list-style-type: none"> • Add new agent queue: \$1,000
<ul style="list-style-type: none"> • Update recorded business identification prompt for outgoing callbacks: \$300

13.9. Service Hours

Table 13-3

Service Desk	24x7x365; English Language Only
Proactive Monitoring	24x7x365; Events received from Contractor's element monitoring system
Service Request Fulfillment	8x8 Monday-Friday eastern time; Excludes weekends and Contractor holidays
Standard Maintenance Window	Time reserved daily from 2:00 AM to 4:00 AM eastern time, Sundays from Midnight to 6:00 AM eastern time, during which time Contractor may perform maintenance activities such as updates, patching, etc.

13.10. Incident Response

Contractor will track and report to County the achieved remote response time on a monthly basis per the service commitment defined in the table below.

Table 13-4

Service Level	Performance Target	Minimum Service Performance
Remote Incident Response - Elapsed time from alarm receipt or County report of a trouble to the Contractor's Voice Service Desk until electronic notification of County (e-mail)	15 Minutes	90%
Formula	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"	
Measurement Period	Monthly	
Reporting Interval	Monthly	
Data Source	Contractor Ticketing System	

13.11. Service Request Fulfillment

Contractor will track and report to County the achieved Service Requests completion time on a monthly basis per the service commitment defined in the table below. Service Level requires County to create ticket within Contractor’s ticketing system and submit all required information to process the Service Request.

Table 13-5

Service Level	Performance Target	Minimum Service Performance
<p>Simple Software MACD - Elapsed time from Contractor’s receipt of a Service Request with complete information to the time the Service Request activity (MACD) is completed.</p> <p>The number of activities per day to be supported within this SLA will be less than or equal to the included monthly volume of Simple Software MACs for the relevant billing month for which the services are provided, divided by the number of business days in the month.</p>	1 Business Day	95%
Formula	Number of requests completed within Performance Target / Total number of all requests during Measurement Interval = "Percent (%) attained"	
Measurement Period	Monthly	
Reporting Interval	Monthly	
Data Source	Contractor Ticketing System	

13.12. Severity Level Definitions

The following table provides the guidelines for the severity levels assigned to trouble tickets associated with the services delivered under the standard Statement of Work.

Table 13-6

Severity Level	Definition	Examples
Severity 1 (S1)	Supported system is totally out of service with no work-around	<ul style="list-style-type: none"> No power to or from system or its components

Severity Level	Definition	Examples
Severity 2 (S2)	Supported system is operating with reduced functionality, causing significant impact to business operations. Loss of service affecting more than 25% of users	<ul style="list-style-type: none"> • Intermittent ability to make or receive calls • Unable to make and/or receive calls • No Dial Tone • Calls are busy coming in and/or Fast Busy going out
Severity 3 (S3)	Supported system is operating with reduced functionality, causing little to no impact to business operations. Loss of service to less than 25% of users	<ul style="list-style-type: none"> • Single station is not working • Occasional dropped calls or sessions • Intermittent degradation of signal quality
Severity 4 (S4)	Little or no impact to the County's system.	<ul style="list-style-type: none"> • Informational alarms/requests

13.13. Service Level Exceptions

In addition to the Force Majeure and other provisions which excuse or mitigate ConvergeOne's obligations under the standard Terms of Service, Contractor shall not be responsible for a failure to meet any SLAs to the extent that such failure is caused by any of the following:

- Infringements of third-party proprietary rights by County or their third-party contractors
- Willful misconduct or violations of law by County or their third-party contractors
- Managed Products that reach End of Support or similar manufacturer designation will result in a Service Level exception with regard to the measurement of SLAs under the standard Terms of Service
- Service reductions requested or approved by County and agreed to by the Parties through contract change control
- Events or conditions outside of Contractor's control, including support from County's third-party contractors, or outages and failures requiring support from the manufacturer or other third-party vendors
- County's failure to permit timely access (including remote access) to the Managed Products
- Interruptions as a result of any third-party software, source code, operating system, or networking issues not caused by Contractor
- Any act or omission of the County, its end-users or their representatives, contractors, agents, authorized invitees, successors or assigns, including, without limitation, any failure to comply with the terms and conditions of the standard Terms of Service
- Unavailability of required County personnel, including as a result of failure of County to provide Contractor with accurate, current contact information

- Changes made by the County outside of the Change Management process or Change Management activity not authorized by Contractor
- Changes to the County environment (including County or third party provided equipment, circuits and infrastructure), or malfunctions of products not supported under the standard Terms of Service, that have an impact on the performance of the solution provided under the standard Terms of Service (including the Managed Products)
- County is not able to consistently maintain Contractor's minimum network performance targets; Improper or inaccurate network specifications provided by County; or any failure due to WAN or LAN network issue
- Failures caused by facility issues outside of the Contractor's control including but not limited to power issues, electrical wiring issues, HVAC, etc.
- Failure of third-party vendors to fulfill service commitments under existing maintenance agreements or other agreements not provided by Contractor
- Services or software to resolve any Incidents or Problems resulting from a third-party product or causes beyond Contractor's control unless specified otherwise in the applicable Ordering Document(s)
- Planned downtime or any scheduled maintenance event

13.14. Term

The Initial Term of this TOS is from the Effective Date until 36 months following Service Activation of the solution provided herein.

13.15. Termination and Termination Amount

- Termination for Convenience by County: In the event County elects to terminate Services for convenience per the Agreement, the Termination Fee shall be all remaining Total Minimum Monthly Fees for the applicable Term
- Termination for Cause by County: In the event County elects to terminate Services for cause per the Agreement, the Termination Fee will be all remaining Fixed Minimum Monthly Fees for the applicable Term
- Termination for Cause by Contractor: In the event Contractor terminates Services for cause per the Agreement, the Termination Fee will be all remaining Total Minimum Monthly Fees for the applicable Term

13.16. General Responsibilities

- Provide network connectivity for all managed sites and between managed sites and Contractor's data centers
- Provide internet/VPN for remote access to Contractor as required for fulfilling services
- Installing and maintaining all wiring infrastructure on County premise
- Carrier trunking may terminate to accommodate call handling and transfers between the systems if required
- Payment of all expenses and fees related to Service delivery including but not limited to device and user subscriptions, simple service requests/MACDs, complex service requests/MACDs, regulatory recovery fees, and any other fees, surcharges, or taxes
- Provide all trunking necessary to accommodate call traffic
- Provide contacts responsible for:
 - Understanding the business and technical requirements and who has the authority to make binding decisions on County's behalf

- Working with ConvergeOne Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable)
- Ensuring all County responsibilities are completed in accordance with the project schedule
- Providing reasonable notification of schedule and changes for the installation work
- Attending all project status meetings
- Ensure availability of appropriate County resources that will:
 - Assist in development and execution of applicable test plans
 - Provide accurate documentation for all existing systems and network
 - Provide all necessary IP addresses, subnet mask, and default gateways
 - Provide VPN or other mutually agreed upon remote access
- Site Preparation:
 - Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required maintaining equipment within operating conditions specified by the equipment manufacturer
 - Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity
 - Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the Contractor's Project Manager
 - Provide floor plans for equipment room configuration and related locations if applicable
 - Ensure that existing County network is configured, connected, and operating within the manufacturer's specifications
 - Provide QOS on all of their network equipment to the WAN based upon manufacturer's guidelines and requirements with the exception of previous contract stipulations stating vendor will design QOS county wide
 - Provide sufficient bandwidth to support solution requirements
- Provide a list of authorized representatives that can Request support on County's behalf, and identify technical and business personnel to ensure requirements can be defined and implemented expeditiously
- Provide a designated contact for approval and scheduling of product updates and version upgrades
- Resolve troubles associated with equipment not supported under this Agreement, and provide status of resolution efforts to Contractor as appropriate
- Submit notification of changes to County's environment according to the change management procedures agreed under this TOS
-
- County is responsible to add the Managed Sites (Data Centers) for the Managed Products to the County's MPLS network, and to provide network QoS sufficient to provide high voice quality. Any remediation support required by the Contractor will be at additional charge
- Provisioning and support of antivirus software and updates for the environment residing on equipment at County's premises, such as agent PCs, supported under this TOS
- Customer will provide managed digital encryption certificates for servers and applications hosted in the C1CX Cloud. County is responsible for obtaining and managing digital certificates for County premise applications, servers, and devices

- Perform vulnerability assessments (if required) - any remediation support required by Contractor will be at additional charge
- Providing and maintaining accurate location data with Contractor and Carrier for routing of emergency calls to the most geographically appropriate Public Service Answering Point
- County responsible for all desktop PC installation and support with the exception of client telephony software configuration and related troubleshooting

13.16.1. C1 Conversations MyQ Callback

Contractor will install core elements of the Core MyQ Callback Cloud Platform. Standard tasks installation include:

- Configuration of MyQ Callback applications platform on Contractor provided VM environment.
- Register and apply all required licensing.
- Configure **Afive (5)** agent queues.
- Assign and configure DIDs and routing.
- Configure outgoing caller ID.
 - CNAM, applicable for MyQ provided PSTN DIDs only.
- Configure staffed hours for configured agent queues.
- Configure optional no answer/busy retries, including the number of retries (maximum of four (4)) and retry intervals.
- Configure optional "error out" DID destination for those who attempt to press zero for an agent, etc.
- Provide new recorded prompts to identify the business for end-user callbacks.

13.16.1.1. Avaya Vector Programming Setup

In addition to the core implementation tasks above, C1 will also perform the initial configuration of County's Avaya CC Elite Routing/Vector parameters to accommodate the MyQ Callback application.

C1 Engineering Tasks

- Conduct a discovery session with the County to determine how MyQ's standard capabilities will be incorporated into their Contact Center operations and caller experience.
- Document, buildout and test items for up to A_ skills in County's CC Elite ACD to add MyQ Callback:
 - VDNs
 - Vector numbers
 - Announcements
- Conduct Integration testing between with County's AEP and MyQ Callback application.
- Conduct Project conference calls with County-identified personnel during the design and implementation process.

Assumptions:

- High-speed remote network access to the County's Avaya CC Elite environment using SAL, C1V, or VPN accounts must be provided by the County to the C1 team. Additional charges will apply if remote network access is denied, causing C1 to coordinate and complete tasks using screen share applications.
- All work will be performed remotely, during normal business hours.
- Number ranges to use are managed and provided by the County.

- County to supply documentation of existing vectors, skills, agents, VRTs, and VDNs.
- County can choose to engage C1 to perform any ongoing changes to the initial Vector setup for an additional charge.

14. OPTIONAL CONTACT CENTER DEPARTMENT CONSULTING TIME SERVICES

This section identifies the work that may be performed as part of this project. Below is an initial, high-level list of tasks and assumptions for the project. This schedule may change depending on the County's business requirements and other factors. Also, depending on the schedule finally agreed upon at the kickoff meeting, the days worked may not be contiguous. Contractor will conduct a meeting with the County to review and finalize the technical approach, constraints and project schedule. This meeting is intended to ensure that all parties are working with consistent expectations for the project.

14.1. C1 Advanced Services

C1AS will provide AACC SME in the event of questions or support for these items:

- Provide Contact Center discovery for twenty (20) CS1000 Contact Centers to be migrated to new Avaya UC Platform, each Contact Center location will require ten (10) hours of time.

The ten (10) hours per Contact Center will include:

- Accessing and downloading the Nortel CC detail from their systems.
- Initial CC meetings with the groups to discuss the current flows and gather input as to future requirements.
- Follow-up up and discussion of new Avaya configurations versus prior Nortel.

Assumptions

- All work will be done remotely.
- Work will be performed during normal business hours to program the AACC platform per the County's request.
- High speed network access, such as through SAL, C1V or VPN must be provided by County to the C1AS team.

15. OPTIONAL PROGRAM MANAGEMENT SERVICES

Contractor may provide one (1) Program Manager, to oversee the Migration program for County contiguous from project start date to project completion. Overall Program Management and task assignment shall be the responsibility of Contractor. The Program managers' role in County's environment shall include:

- Primary program point of contact
- Lead Kick Off Meeting or Strategy Sessions
- Conduct internal and joint County and Vendor meetings related to Program Responsibilities

- Develop Milestones, roles and responsibilities for Contractor and County resources
- Schedule and manage required Contractor resources and partners
- Steering Committee Meetings
- Executive program summary reporting
- Lead weekly status calls with status reports – minutes provided to all attendees
- Provide agenda and meeting notes – Executive reports, Steering Committee, and Project Meetings
- Program level (Decisions, Actions, Issues, and Risk) DAIR log monitoring / resolution
- Create strategies for risk mitigation and contingency planning
- Primary contact for vendor relationships
- Variable Onsite presence
- Define and manage program change process any associated billing with the County
- Define and manage program governance structure
- Facilitate deliverable & milestone acceptance and invoicing
- Manage Program Closeout process, punch list and County acceptance

16. TRAINING

The following sessions are Live, Instructor-Led, Virtual Sessions

Each course includes:

- Virtual Labs for each student
- Live, interactive training sessions with Q&A
- Ability to customize content for private sessions
- Student Courseware/Handouts
- Access to our Subscription Video Library for one year at NO charge for students attending the following live sessions

Courses:

CE001ILT Avaya Aura 8x Communication Manager, Basic (maximum of seven students)

- Description: This 3 ½-day course provides a solid foundation on how to perform basic admin activities using System Manager. The course includes lecture sessions explaining the various features and functions, plus hands-on activities to develop skills in using the administration tools available. (See attached agenda for further details.)

CE007ILT Avaya Aura 8.0 Communication Manager, Advanced

- Description: This 3 ½-day intensive, hands-on lecture and lab course explores how to configure Communication Manager (CM) to efficiently manage its resources. Those resources include traditional

endpoints, SIP and H.323 endpoints, VoIP resources, bandwidth, trunks, AAR/ARS/UDP and survivable servers. Students use System Manager (SMGR) to administer CM.

CE024ILT Avaya 8.0 System Manager/Session Manager (maximum of seven students)

- Description: This 3 ½-day course is an intensive, hands-on lecture and lab environment that will instruct the learner in the primary and important aspects of System Manager/Session Manager 8x administration. Students will build the administration that will allow for SIP endpoint deployment and Communication Manager H.323 endpoints. Network Routing Policies are used to route calls between SIP and H.323 endpoints. Additionally, significant exercises in the administration of Communication Manager through System Manager will be presented. A thorough review of VMware and vSphere are also included. Extensive instruction on the deployment, configuration, and administration of Media Services. Managing announcements through SMGR and AAMS (Avaya Aura Media Services) is also included in extensive hands-on lab instruction. (See attached agenda for further details.)

CE025ILT Avaya 8.0 Session Border Controller Enterprise (maximum of seven students)

- Description: This 3 ½-day course is an intensive, hands-on lecture and lab environment that will instruct the learner in the primary and important aspects of SBCE 8.x administration. Because this is a custom course, students will delve deeper into configuring both SIP Trunking and Remote Worker than with any other SBCE course. Students will build relays to transmit the 46xxsettings file and Personal Profile Manager (PPM) settings. Students will also harden the SBCE beyond its default configuration.

CE029ILT Avaya Aura ® Media Server Administration (maximum of seven students)

- Description: This two-day, hands-on lecture and lab course explores how to configure and maintain Avaya aura Media Server (AAMS) to efficiently provide its resources to Communication Manager or Breeze. Those resources include VoIP resources (i.e. DSPs) and announcements. We will also explore the use of an AAMS in survivability mode as well as monitoring the AAMS using Element Manager. Students will use both System Manager (SMGR) and Element Manager (EM) to administer the AAMS.

CE001ILT Avaya Aura 8x Communication Manager, Basic (maximum of ten students per session)

- Description: This 3 ½-day course provides a solid foundation on how to perform basic admin activities using System Manager. The course includes lecture sessions explaining the various features and functions, plus hands-on activities to develop skills in using the administration tools available. (See attached agenda for further details.)

Online Subscription Access – One Full Year (CE100VLT)

- Description: A vast collection of Avaya System Administration and End User videos that include helpful tips and tricks from our experts covering an array of topics including Communication Manager, System & Session Manager, SIP, Telephony, and Networking. This excellent resource will provide users one full year access at the time of purchase.

17. PROJECT MANAGEMENT

Contractor will provide Project Management Services to help you effectively manage the project and control risks in the deployment. Contractor will designate a Project Manager who will act as the single point of accountability for all Contractor contract deliverables for the duration of the Project. Contractor follows the Project Management Body of Knowledge (PMBOK) for project delivery. The PMBOK is an adaptable approach that enables technology project success by aligning business and technology goals. Key elements include an iterative delivery process, clear project metrics, proactive risk management, and effective response to change.

Note: A Contractor Program Manager can be provided at additional cost if requested. This quote is priced using a Contractor Senior Project Manager.

Project Manager

Contractor will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by Contractor, this individual will act as the County's single point of contact for all planning and issues related to solution delivery. The Contractor PM will work closely with the County to guide the implementation and work on a mutually agreed-upon schedule. The Contractor Project Manager is responsible for the following:

- Conduct internal (Contractor) and joint Contractor/County meetings.
- Develop a project plan, including activities, milestones, roles, and responsibilities.
- Schedule and manage required Contractor resources and partners.
- Conduct Issue and Risk Management.
- Provide agenda and meeting notes.
- Track County and Contractor project deliverables.
- Manage change orders and any associated billing with the County.
- Manage project closeout process, punch list, and County acceptance.

18. CHANGE ORDER PROCESS

Despite good project planning, design, and review, project plans often require some degree of change at some point. These changes are handled using change order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either Contractor or the County may initiate a change order for any deliverable, work requirement, assumption, or dependency that is part of the project. All requests must be in writing and handled by the Contractor Project Manager. Contractor will review the change and provide pricing as applicable before proceeding. The Contractor Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the County, via email, or amendment to this agreement.

19. MILESTONE AND/OR PROJECT ACCEPTANCE

Upon completion of the services described in this agreement, Contractor shall provide County with an Acceptance Form. Upon delivery of the Acceptance Form, County has five (5) working days to review and accept. Failure to respond within the designated five (5) day period, signifies the completion of the milestone or project. To refuse acceptance, County must both indicate non-acceptance with written notification to Contractor within the five (5)

day period noted above and describe why it was not accepted. Contractor shall have up to ten (10) days after the receipt of such notice to correct the error given it is within Contractor scope and control to do so. The period to correct the error may be extended by mutual consent.

20. COUNTY RESPONSIBILITIES

Provide a single point of contact that will be responsible for:

- Understanding the business process impact and technical requirements and who has the authority to make binding decisions on County's behalf.
- Working with Contractor Project Manager to develop mutually agreed project schedule, including outside of Normal Business Hours test and cutover windows (if applicable).
- Ensuring all County responsibilities are completed in accordance with the project schedule.
- Reasonable notification of schedule and changes for the installation work.

Site Preparation:

- Ensure equipment room is ready, including all electrical, wiring, grounding, lighting, racks, and HVAC required to maintain equipment within operating conditions specified by the equipment manufacturer.
- Provide required cable/patch panels that meet all requirements for Category 5e, racks, and network connectivity.
- Accept receipt of equipment and store in a secure area. Retain shipping documentation, inventory shipments by box count, and report any obvious external damage to the Contractor Project Manager.
- Provide floor plans for equipment room configuration and related locations if applicable.
- Ensure that existing County network is configured, connected, and operating within the manufacturer's specifications.
- County will provide QOS on all their network equipment to the WAN-based upon Supplier's guidelines and requirements if carrying voice.

Ensure availability of appropriate County resources that will:

- Assist in the development and execution of applicable test plans.
- Provide accurate documentation for all existing systems and networks.
- Provide all necessary IP addresses, subnet masks, and default gateways.
- Provide a qualified Network Administrator with working knowledge of County requirements.
- Provide information on planned changes in the network.

21. PROFESSIONAL SERVICES ASSUMPTIONS

The following assumptions were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then Contractor may modify the price, agreement, or milestones. Any such modifications shall be managed by the Change Order Procedure.

General Assumptions

- All non-service impacting work described in this scope will be performed during U.S. normal business hours defined as 8:00 AM to 5:00 PM local time; Monday through Friday, excluding Contractor designated holidays. "Cutover" for the sites will be completed during business hours unless otherwise stated in this agreement.

- The County must identify any specific requirements for maintenance windows and change control. The County retains overall responsibility for any business process impact and any County-internal change management procedures and communications.
- Contractor will install specific software versions agreed upon at the time of project kickoff. Upgrades to the software are not included in the agreement. Contractor may choose to install an upgrade if required by the manufacturer or to resolve a problem.
- The County is responsible for the underlying data infrastructure including network and virtualization. Systems must be capable of supporting the proposed solution. Contractor can supply consulting and remediation services to ensure successful implementation, if not included in this scope, through a change order and billed at an additional fee.
- The County is responsible for all communications and scheduling of any contractors or vendors not managed by the Contractor Project Manager.
- Any product or service delivery dates communicated outside of this agreement, are not to be considered valid or binding.
- If the project extends beyond the timeline specified in the Agreement due to delays caused by parties other than Contractor and its subcontractors, a change order form will need to be processed.
- The County is responsible to verify and arrange the installation of all applicable network connections and provide a functional network for application deployment.
- Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this agreement.
- The County is responsible to notify Contractor if the site requires any specialized access for personnel and/or Union trades for any tasks associated with this agreement. Notification of requirements must take place prior to the quote. Any and all additional costs for post-quote changes or additional site restrictions requiring specialized training or Union Labor shall be chargeable to the County.
- The County is responsible for managing all 3rd Parties not outlined in this agreement.
- Services not specifically called out in this agreement will be deemed out of scope.
- VPN access will be provided to Contractor resources to allow for work to be accomplished remotely when applicable. If unfettered remote access to the County network cannot be provided, additional charges will be required.

Technical Assumptions

- Unless specifically called out, above, no IP address changes are included in the agreement. If requested, additional charges may apply through a change order.
- The County is responsible to have current licensing, maintenance, and support on the components of the servers, database, storage, and network infrastructure including hardware, software (including operating systems), and any associated costs.
- The County is responsible for any operating system patches and anti-virus software installation and support.
- The County is responsible to ensure the existing network is free of layer 3 protocol and broadcast errors.
- The County is responsible for the cost and acquisition of any 3rd party security certificates necessary for successful deployment. Contractor can provide services for Security Audits and Certificate deployment which can be billed at an additional fee through a change order.

- The County is responsible for resolving interoperability issues with other vendors not acting as a sub-contractor to Contractor.
- The County is responsible for any firmware updates to re-used circuit packs, media modules, or cards not specifically identified within this agreement. Contractor can provide services for the firmware updates through a change order and billed at an additional fee through a change order.

22. PROFESSIONAL SERVICES WARRANTY

Implementation support will be provided for a period of thirty (30) calendar days once the solution is brought into service and successfully tested. If multiple sites or locations are included as part of the solution, all sites or locations will each have their own support period. Post-implementation warranty provides the following:

- Minor changes and/or corrections to the solution that are included in the approved design based on the agreement.
- Completion of all changes as part of an agreed punch list of actions.
- Fix or replacement of defective hardware installed by Contractor.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

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PRICING SUMMARY

Description	Hardware	Software Subscription	Yearly Support/Maintenance	Professional Services	Subtotal	Estimated Tax	Total Amount Year 1	Year 2	Year 3	Year 4	Year 5	Total
Avaya Subscription Licensing+ Required Hardware+Phones	\$896,778.49	\$391,211.52	\$6,833.52	\$0.00	\$1,294,823.53	\$88,556.88	\$1,383,380.41	\$363,245.04	\$363,245.04	\$363,245.04	\$363,245.04	\$2,836,360.57
Avaya CMS Server	\$15,023.56	\$0.00	\$1,596.24	\$0.00	\$16,619.80	\$1,483.58	\$18,103.38	\$1,596.24	\$1,596.24	\$1,596.24	\$1,596.24	\$24,488.34
Professional Services												
System Assessment and Telework Integration	\$0.00	\$0.00	\$0.00	\$334,953.90	\$334,953.90	\$0.00	\$334,953.90					
Migration Planning and e911 Design	\$0.00	\$0.00	\$0.00	\$334,953.90	\$334,953.90	\$0.00	\$334,953.90					
Migration from Nortel to Avaya Aura VoIP/SIP	\$0.00	\$0.00	\$0.00	\$334,953.90	\$334,953.90	\$0.00	\$334,953.90					
Final Project Acceptance	\$0.00	\$0.00	\$0.00	\$111,651.30	\$111,651.30	\$0.00	\$111,651.30					
Technical Training	\$0.00	\$0.00	\$0.00	\$140,175.00	\$140,175.00	\$0.00	\$140,175.00					
Total:	\$896,778.49	\$391,211.52	\$8,429.76	\$1,256,688.00	\$2,568,131.33	\$90,040.46	\$2,658,171.79					

OPTIONAL	Hardware	Software Subscriptions	Yearly Support/Maintenance	Professional Services	Subtotal	Estimated Tax	Total Amount Year 1	Year 2	Year 3			
Microsoft Teams Direct Routing	\$0.00	\$0.00	\$0.00	\$123,279.87	\$123,279.87	\$0.00	\$123,279.87	\$0.00	\$0.00			
CI Conversations: Hosted Omnichannel for Contact Center	\$0.00	\$0.00	\$248,784.08	\$62,230.00	\$311,014.08	\$0.00	\$311,014.08	\$248,784.08	\$248,784.08			
Nutanix Hardware+VMware Licensing	\$109,732.35	\$409,307.04	\$11,111.68	\$31,392.00	\$561,543.07	\$10,836.07	\$572,379.14	\$0.00	\$0.00			
Optional Phones, Headsets, Side Cars	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Calero CDR Reporting	\$20,520.00	\$0.00	\$9,761.00	\$6,354.00	\$36,635.00	\$0.00	\$36,635.00	\$9,761.00	\$9,761.00			
Central Agent Reporting	\$0.00	\$167,040.00	\$0.00	\$10,000.00	\$167,040.00	\$0.00	\$167,040.00	\$167,040.00	\$167,040.00			
Rebuild 7 Digit Dialing, Dial-Plan	\$0.00	\$0.00	\$0.00	\$8,600.00	\$8,600.00	\$0.00	\$8,600.00	\$0.00	\$0.00			
25 Network Assessments	\$0.00	\$0.00	\$0.00	\$50,000.00	\$50,000.00	\$0.00	\$50,000.00	\$0.00	\$0.00			
Warehouse & Logistics	\$0.00	\$0.00	\$0.00	\$181,452.70	\$181,452.70	\$0.00	\$181,452.70	\$0.00	\$0.00			
End Point Placements & Ewaste	\$0.00	\$0.00	\$0.00	\$266,809.34	\$266,809.34	\$0.00	\$266,809.34	\$0.00	\$0.00			
QoS Implementation	\$0.00	\$0.00	\$0.00	\$202,198.66	\$202,198.66	\$0.00	\$202,198.66	\$0.00	\$0.00			
Nectar Application Monitoring	\$0.00	\$123,772.60	\$0.00	\$27,125.71	\$150,898.31	\$0.00	\$150,898.31	\$123,772.60	\$123,772.60			
MyQ Call Back for Contact Center	\$0.00	\$10,555.32	\$13,324.68	\$21,298.00	\$43,188.00	\$0.00	\$43,188.00	\$23,880.00	\$23,880.00			
SolarWinds Integration	\$0.00	\$0.00	\$0.00	\$6,544.00	\$6,544.00	\$0.00	\$6,544.00	\$0.00	\$0.00			
Managed Services	\$0.00	\$0.00	\$280,488.00	\$14,000.00	\$294,488.00	\$0.00	\$280,488.00	\$280,488.00	\$280,488.00			
Program Management	\$0.00	\$0.00	\$0.00	\$235,274.03	\$235,274.03	\$0.00	\$235,274.03	\$0.00	\$0.00			
Contact Center Discovery Consulting	\$0.00	\$0.00	\$0.00	\$84,768.00	\$84,768.00	\$0.00	\$84,768.00	\$0.00	\$0.00			
Cabling Option												
CI Hourly Rate Card for Change Orders							\$5,388,740.92	\$1,218,566.96	\$1,218,566.96	\$364,841.28	\$364,841.28	5 Year Total
												\$8,555,557.40

AVAYA SUBSCRIPTION PRICING

Solution Summary		Current Due	Next Invoice	Due	Remaining	Total Project
Software		\$391,211.52	\$356,411.52	Annual	\$356,411.52	\$1,816,857.60
Hardware		\$896,778.49		Annual		\$896,778.49
Professional Services		\$0.00		Annual		\$0.00
Maintenance						
	Manufacturer Support*	\$4,321.20	\$4,321.20	Annual	\$4,321.20	\$21,606.00
	Manufacturer Maintenance	\$2,512.32	\$2,512.32	Annual	\$2,512.32	\$12,561.60
Project Subtotal		\$1,294,823.53			\$363,245.04	\$2,747,803.69
	Estimated Tax	\$88,556.88				
	Estimated Freight	\$0.00				
Project Total		\$1,383,380.41				\$2,836,360.57

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	CAC-SW-CQMBCR-LMUSR	CAC-SW-CQMBCR-LMUSR - Calabrio Call Recording (BCR) User Subscription Fee	36	580	\$5.00	\$34,800.00
2	352442	SA PREFER SUPT UPG AURA R10 TRACKING	60	1	\$0.00	\$0.00
3	405418	UC CORE LICENSE FIXED SUBS ADJ LP	60	1054	\$2.24	\$84,994.56
4	405787	CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	60	487	\$18.52	\$324,692.64
5	405787	CC BASIC VOICE LICENSE FIXED SUBS ADJ LP	60	93	\$18.52	\$62,004.96
6	406206	3RD PARTY CTI LIC FIXED SUBS 3YRAN	60	1599	\$0.00	\$0.00
7	700507394	G450 R2 POWER SUPPLY		1	\$567.53	\$567.53
8	700514009M	700514009M - AVAYA B109 CONFERENCE PHONE MAINT	36	1	\$0.98	\$35.28
9	351736	SA PREFER SUPT UPG AVAYA MSG R11 TRACKING	36	1	\$0.00	\$0.00
10	700439250	MM710B E1/T1 MEDIA MODULE		4	\$1,702.59	\$6,810.36
11	700504740M	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER MAINT		300	\$0.69	\$7,452.00
12	352444	SA PREFER SUPT UPG SBC R10 TRACKING	36	1	\$0.00	\$0.00
13	352445	SA PREFER SUPT UPG SM R10 TRACKING	36	1	\$0.00	\$0.00
14	700506955	G450 MP160 MEDIA GATEWAY		1	\$5,973.59	\$5,973.59

15	700514243M	700514243M - AVAYA SMART EXPANSION MICROPHONE MAINT	36	1	\$0.69	\$24.84
16	230182	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 3YR AN PREPD	36	1	\$33.10	\$1,191.60
17	352441	SA PREFER SUPT UPG AES R10 TRACKING	36	1	\$0.00	\$0.00
18	406206	3RD PARTY CTI LIC FIXED SUBS 3YRAN	36	989	\$0.00	\$0.00
19	352443	SA PREFER SUPT UPG CC R10 TRACKING	36	1	\$0.00	\$0.00
20	405418	UC CORE LICENSE FIXED SUBS ADJ LP	36	7410	\$2.24	\$597,542.40
21	700501539	AVAYA B100 SERIES EXPANSION MICROPHONES 1PR FOR CONFERENCE PHONE		60	\$88.68	\$5,320.80
22	700504740	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER		300	\$332.13	\$99,639.00
23	266226	UTILITY MAINTENANCE AVAVA CONFERENCE PHONES HARDWARE	36	1	\$0.00	\$0.00
24	405362641	POWER CORD USA		2	\$10.45	\$20.90
25	409477	AVAYA K175 HDMI POWER WORK FROM ANYWHERE BUNDLE		1	\$507.59	\$507.59
26	409479	AVAYA K155 HDMI POWER WORK FROM ANYWHERE BUNDLE		1	\$348.97	\$348.97
27	700511982	C5 POWER CORD NORTH AMERICA		1	\$15.60	\$15.60
28	700514246M	AVAYA B199 MAINT	36	1	\$0.69	\$24.84
29	700395445	120A CSU CABLE 50 FEET RHS		4	\$59.48	\$237.92
30	700513569	J179 IP PHONE GLOBAL NO POWER SUPPLY		3500	\$196.13	\$686,455.00
31	405362641	POWER CORD USA		2	\$10.45	\$20.90
32	230182	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 3YR AN PREPD	36	1	\$33.10	\$1,191.60
33	700507394	G450 R2 POWER SUPPLY		1	\$567.53	\$567.53
34	352441	SA PREFER SUPT UPG AES R10 TRACKING		1	\$0.00	\$0.00
35	700439250	MM710B E1/T1 MEDIA MODULE		4	\$1,702.59	\$6,810.36
36	700506955	G450 MP160 MEDIA GATEWAY		1	\$5,973.59	\$5,973.59
37	700395445	120A CSU CABLE 50 FEET RHS		4	\$59.48	\$237.92
38	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10		1	\$0.00	\$0.00
39	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
40	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82

41	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
42	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
43	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
44	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
45	405362641	POWER CORD USA		1	\$10.45	\$10.45
46	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
47	Professional Services	Professional Services				\$0.00
48	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
49	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
50	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
51	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
52	405362641	POWER CORD USA		1	\$10.45	\$10.45
53	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
54	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
55	405362641	POWER CORD USA		1	\$10.45	\$10.45
56	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
57	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
58	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
59	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
60	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
61	405362641	POWER CORD USA		1	\$10.45	\$10.45
62	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
63	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
64	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
65	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
66	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
67	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52

68	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
69	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
70	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
71	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
72	405362641	POWER CORD USA		1	\$10.45	\$10.45
73	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
74	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
75	405362641	POWER CORD USA		1	\$10.45	\$10.45
76	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
77	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
78	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
79	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
80	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
81	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
82	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		6	\$2,090.52	\$12,543.12
83	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
84	230182	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 3YR AN PREPD	36	1	\$33.10	\$1,191.60
85	700507394	G450 R2 POWER SUPPLY		1	\$567.53	\$567.53
86	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
87	405362641	POWER CORD USA		2	\$10.45	\$20.90
88	700012909	24 PORT LINE PATCH PANEL		6	\$250.86	\$1,505.16
89	700506955	G450 MP160 MEDIA GATEWAY		1	\$5,973.59	\$5,973.59
90	230182	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 3YR AN PREPD	36	1	\$33.10	\$1,191.60
91	700506955	G450 MP160 MEDIA GATEWAY		1	\$5,973.59	\$5,973.59
92	700507394	G450 R2 POWER SUPPLY		1	\$567.53	\$567.53
93	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
94	700012909	24 PORT LINE PATCH PANEL		3	\$250.86	\$752.58

95	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		3	\$2,090.52	\$6,271.56
96	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
97	405362641	POWER CORD USA		2	\$10.45	\$20.90
98	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
99	405362641	POWER CORD USA		1	\$10.45	\$10.45
100	700512173	G430 MP40 MEDIA GATEWAY GSA		1	\$1,191.82	\$1,191.82
101	230152	SA PARTS 24X7X4 SUPT CM SMALL GATEWAY 3YR AN PREPD	36	1	\$27.80	\$1,000.80
102	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
103	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		1	\$2,090.52	\$2,090.52
104	700012909	24 PORT LINE PATCH PANEL		1	\$250.86	\$250.86
105	352341	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R10	36	1	\$0.00	\$0.00
106	700012909	24 PORT LINE PATCH PANEL		5	\$250.86	\$1,254.30
107	230182	SA PARTS 24X7X4 SUPT CM MEDIUM GATEWAY 3YR AN PREPD	36	1	\$33.10	\$1,191.60
108	405362641	POWER CORD USA		2	\$10.45	\$20.90
109	700394703	MM716 ANALOG MEDIA MODULE 24 FXS RHS		5	\$2,090.52	\$10,452.60
110	700507394	G450 R2 POWER SUPPLY		1	\$567.53	\$567.53
111	193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE		1	\$0.00	\$0.00
112	700506955	G450 MP160 MEDIA GATEWAY		1	\$5,973.59	\$5,973.59
					Total:	\$2,021,313.61

DEVICE PRICING

Year 1 device pricing. Models subject to change based on availability. Pricing to be updated annually and added as separate appendices to this Agreement.

Item Number	Description	Term	Qty	Unit Price
700501539	AVAYA B100 SERIES EXPANSION MICROPHONES 1PR FOR CONFERENCE PHONE		1	\$162.23
700514243M	700514243M - AVAYA SMART EXPANSION MICROPHONE MAINT	36	1	\$35.28
700504740	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER		1	\$607.64
700504740M	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER MAINT	36	1	\$35.28
700511982	C5 POWER CORD NORTH AMERICA		1	\$18.24
700512394	J159 IP PHONE		1	\$206.26
700512396	J189 IP PHONE		1	\$309.40
700512402	J100/K100 SERIES IP PHONE WIRELESS MODULE		1	\$40.14
700513631	J139/J159/J169/J179/J189 WALLMOUNT KIT WITH 1 FOOT CAT5E CABLE		1	\$11.15
700513916	J139 IP PHONE		1	\$122.64
700514051	AVAYA L119 HEADSET LEATHER RJ9 MONO		1	\$37.28
700514052	AVAYA L129 HEADSET LEATHER QUICK CONNECT MONO		1	\$43.62
700514053	AVAYA L139 HEADSET LEATHER QUICKCONNECT MONO		1	\$71.38
700514243	AVAYA SMART EXPANSION MICROPHONE		1	\$157.83
700514246	AVAYA B199		1	\$950.93
700514246M	700514246M - AVAYA B199 MAINT	36	1	\$35.28
700514292	AVAYA B199/VANTAGE 3 POE INJECTOR KIT		1	\$94.38
700514324	AV QUICK CONNECT RJ9 HEADSET CORD 1.2M STRAIGHT		1	\$15.86
700514337	J100 EXPANSION MODULE 24		1	\$162.59
700514685	AV VANTAGE K175 WITH CAMERA WITH WIRELESS		1	\$475.07
700514687	AV VANTAGE K155 WITH CAMERA WITH WIRELESS		1	\$316.45
700514903	AVAYA VANTAGE USB C POWER ADAPTER US		2	\$47.58
700512398	VANTAGE CORDLESS HANDSET WIDEBAND WITH CHARGING CRADLE KIT		1	\$119.87
700514009	AVAYA B109 CONF PHONE		1	\$123.21
9553-553-125	JABRA ENGAGE 65 MONO		1	\$403.00
9559-553-125	JABRA ENGAGE 65 STEREO		1	\$426.00
14201-33	AVAYA EHS CORD SUPPORTING AVAY 1400, 9400, 9500, 96X1		1	\$58.00

9559-410-125	Jabra Engage 55 UC Stereo USB-A		1	\$329.00
9553-410-125	Jabra Engage 55 UC Mono USB-A		1	\$307.00
2403-820-205	JABRA BIZ 2400 II MONO NC		1	\$207.00
2409-820-205	JABRA BIZ 2400 II DUO NC		1	\$230.00
2303-820-105	BIZ 2300 QD MONO		1	\$126.00
2309-820-105	JABRA BIZ 2300 DUO, NC		1	\$157.00
1513-0157	JABRA BIZ 1500 MONO QD ON THE EAR HEADSET		1	\$70.00
1519-0157	JABRA BIZ 1500 DUO QD		1	\$76.00
88001-04	GN1216 COIL ADAPTER		1	\$46.00
23089-889-979	Jabra Evolve2 30, USB-A, UC Mono		1	\$98.00
23089-989-979	JABRA EVOLVE2 30 USB-A UC		1	\$109.00
24089-889-999	JABRA EVOLVE2 40 USB-A UC MONO		1	\$142.00
24089-989-999	JABRA EVOLVE2 40 USB-A MS STEREO		1	\$153.00
4093-410-279	Jabra Engage 40 - USB-A UC Mono		1	\$179.00
4099-410-279	Jabra Engage 40 - USB-A UC Stereo		1	\$199.00
26599-889-999	JABRA EVOLVE2 65 - USB-A UC MONO - BLACK		1	\$263.00
26599-989-999	JABRA EVOLVE2 65 - USB-A UC STEREO - BLACK		1	\$274.00
27599-989-999	JABRA EVOLVE2 75 USB-A STEREO UC		1	\$384.00
7510-409	JABRA SPEAK 510+ UC BUNDLE WIT 7510-409		1	\$198.00
7700-409	Jabra Speak 750 UC		1	\$362.00
8200-232	PANACAST 50 BLACK		1	\$1,315.00
8201-232	Jabra PanaCast 50, NA Grey		1	\$1,315.00
8211-209	Jabra PanaCast 50 Remote, Grey		1	\$50.00
8220-209	JABRA PANACAST 50 REMOTE BLACK		1	\$50.00
8300-119	Jabra PanaCast 20		1	\$329.00

8403-229	Jabra PanaCast Meet Anywhere+ (Jabra PanaCast, Speak 750 UC, Table Stand 1.8m / 5.9ft USB A-C cable, Travel Case)	1	\$829.99
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NUTANIX + 3 YEAR SUPPORT

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$409,307.04		One-Time		\$409,307.04
Hardware	\$109,732.35		One-Time		\$109,732.35
Professional Services	\$31,392.00		One-Time		\$31,392.00
Maintenance					
NUTANIX Maintenance	\$11,111.68		Prepaid		\$11,111.68
Project Subtotal	\$561,543.07				\$561,543.07
Estimated Tax	\$10,836.07				
Estimated Freight	\$0.00				
Project Total	\$572,379.14				\$572,379.14

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
PROFESSIONAL SERVICES						
1	Professional Services	Professional Services				\$31,392.00
PROFESSIONAL SERVICES Subtotal:						\$31,392.00
NUTANIX MED-CENTER						
2	NX-3460N-G8-4314-CM	NX-3460N-G8 4 NODE 2X INTEL PERP XEON-SILVER 4314 PROCESSOR 2.4 GHZ/		1	\$21,378.78	\$21,378.78
3	C-MEM-32GB-3200-CM	32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM		16	\$208.69	\$3,339.11
4	C-HDD-NONE-CM	NO HDD CPNT		1	\$0.01	\$0.01
5	C-SSD-3.84TB-A-CM	3.84TB SSD DRV		8	\$819.75	\$6,558.02
6	C-NIC-25G2A1-CM	25GBE 2PORT SFP28 NETWORK CTLR ADAPTER		4	\$346.27	\$1,385.08
7	C-PSU-2200-TR2-CM	2200 W POWER SUPPLY UNIT DRV		2	\$613.14	\$1,226.28
8	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL		4	\$814.55	\$3,258.20
9	SUPPORT-TERM	SUP TERM IN MONTHS SVCS		36	\$0.01	\$0.42
10	C-PWR-4FC13C14B-CM	4FT C13/C14 15A POWER CORD PWR		2	\$9.41	\$18.82
11	NX-3160N-G8-4314-CM	1NODE 2X INTEL XEON-SILVER 4314PERP 2.4 GHZ 16-CORE 135W ICE LAKE/ NODE		1	\$8,002.29	\$8,002.29

12	C-MEM-32GB-3200-CM	32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM		4	\$208.69	\$834.78
13	C-HDD-NONE-CM	NO HDD CPNT		1	\$0.01	\$0.01
14	C-SSD-3.84TB-A-CM	3.84TB SSD DRV		2	\$819.75	\$1,639.51
15	C-NIC-25G2A1-CM	25GBE 2PORT SFP28 NETWORK CTLR ADAPTER		1	\$346.27	\$346.27
16	C-PSU-2200-TR2-CM	2200 W POWER SUPPLY UNIT DRV		2	\$613.14	\$1,226.28
17	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL		1	\$1,159.68	\$1,159.68
18	SUPPORT-TERM	SUP TERM IN MONTHS SVCS		36	\$0.01	\$0.42
19	C-PWR-4FC13C14B-CM	4FT C13/C14 15A POWER CORD PWR		2	\$9.41	\$18.82
20	SW-AOS-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC		1	\$164,926.80	\$164,926.80
21	L-CORES-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC 1 CPU		160	\$0.01	\$1.89
22	L-FLASHTIB-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC 1 TIB		35	\$0.01	\$0.41
23	TERM-MONTHS	TERM IN MONTHS LICS		36	\$0.01	\$0.42
24	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416)		4	\$359.58	\$1,438.32
25	C-LOM-10G2D1BT-CM	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416)		1	\$359.58	\$359.58
NUTANIX MED-CENTER Subtotal:						\$217,120.23
NUTANIX RCW						
26	NX-3260N-G8-5320T-CM	NX-3260N-G8 2 NODE 2X INTEL PERP XEON-GOLD 5320T PROCESSOR 2.3 GHZ/		1	\$17,663.65	\$17,663.65
27	C-MEM-32GB-3200-CM	32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM		8	\$208.69	\$1,669.55
28	C-HDD-NONE-CM	NO HDD INCLUDED CPNT		1	\$0.01	\$0.01
29	C-SSD-3.84TB-A-CM	3.84TB SSD DRV		4	\$0.01	\$0.04
30	C-NIC-25G2A1-CM	25GBE 2PORT SFP28 NETWORK CTLR ADAPTER		2	\$346.27	\$692.54
31	C-PSU-3000-A-CM	3000W POWER SUPPLY UNIT PWR		2	\$798.58	\$1,597.15
32	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL		2	\$1,198.29	\$2,396.58
33	SUPPORT-TERM	SUP TERM IN MONTHS SVCS		36	\$0.01	\$0.42
34	C-PWR-6FC20C21A-CM	6FT C20/C21 20A POWER CORD CABL		2	\$18.78	\$37.55

35	NX-3460N-G8-5320T-CM	NX-3460N-G8 4 NODE 2X INTEL PERP XEON-GOLD 5320T PROCESSOR 2.3 GHZ/		1	\$31,783.41	\$31,783.41
36	C-MEM-32GB-3200-CM	32GB MEMORY MODULE MEM 3200MHZ DDR4 RDIMM		16	\$208.69	\$3,339.11
37	C-HDD-NONE-CM	NO HDD INCLUDED CPNT		1	\$0.01	\$0.01
38	C-SSD-3.84TB-A-CM	3.84TB SSD DRV		8	\$0.01	\$0.08
39	C-NIC-25G2A1-CM	25GBE 2PORT SFP28 NETWORK CTLR ADAPTER		4	\$346.27	\$1,385.08
40	C-PSU-3000-A-CM	3000W POWER SUPPLY UNIT PWR		2	\$798.58	\$1,597.15
41	S-HW-PRD	24/7 PRODUCTION LEVEL HW SUP SVCS FOR HCI APPL		4	\$1,073.88	\$4,295.52
42	SUPPORT-TERM	SUP TERM IN MONTHS SVCS		36	\$0.01	\$0.42
43	C-PWR-6FC20C21A-CM	6FT C20/C21 20A POWER CORD CABL		2	\$18.78	\$37.55
44	SW-AOS-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC		1	\$244,373.76	\$244,373.76
45	L-CORES-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC 1 CPU		240	\$0.01	\$2.83
46	L-FLASHTIB-ULT-PRD	AOS ULTIMATE SW LICS LICS PRODUCTION SW SUP SVC 1 TIB		42	\$0.01	\$0.50
47	TERM-MONTHS	TERM IN MONTHS LICS		36	\$0.01	\$0.42
48	CLOM10G2D1BTCM	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416)		2	\$359.58	\$719.16
49	CLOM10G2D1BTCM	LOM Module: Broadcom 10GbE, 2- port, Base-T NIC (BCM 57416)		4	\$359.58	\$1,438.32
NUTANIX RCW Subtotal:						\$313,030.84
Total:						\$561,543.07

CMS SERVER PRICING

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$0.00		Annual		\$0.00
Hardware	\$15,023.56		Annual		\$15,023.56
Maintenance					
Manufacturer Support*	\$1,596.24	\$1,596.24	Annual	\$1,596.24	\$4,788.72
Project Subtotal	\$16,619.80			\$1,596.24	\$19,812.28
Estimated Tax	\$1,483.58				
Estimated Freight	NOT INCLUDED				
Project Total	\$18,103.38				\$21,295.86

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
Software						
1	413031	ASP 130 R5 ESXI R7.X LIC:DS		2	\$0.00	\$0.00
Software Subtotal:						\$0.00
Hardware						
2	405362641	POWER CORD USA		4	\$9.64	\$38.56
3	700515842	ASP 130 R5 VMW7 DELL R640 SERVER P2 BUNDLE		2	\$7,492.50	\$14,985.00
Hardware Subtotal:						\$15,023.56
Maintenance						
4	255853	SA ON-SITE 24X7 SUPT APPL MEDIUM SRV R2-D 3YR AN PREPD	36	2	\$66.51	\$4,788.72
5	352510	SA PREFER SUPT ASP 130 R5 ESXI R7.X 3YR AN PREPD	36	2	\$0.00	\$0.00
Maintenance Subtotal:						\$4,788.72
Total:						\$19,812.28

1. AVAYA CALLING INTEGRATION SERVICES PRICING AND BILLING SCHEDULE

Billing terms for this project are only applicable to the services stated in this Agreement. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between County and Contractor. Any change to the Project Payment schedule will be managed through the Change Order procedures specified herein.

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Project Price and Milestone Billing Schedule:

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule which will be included and expanded upon in the Project Plan. All milestones will be signed off with a milestone acceptance form:

Total Price: \$1,116,513.00

- **Milestone #1** 10% Resource Assignment, Project Kickoff, Provide Kickoff Meeting Minutes (Exhibit A, pg. 2)
- **Milestone #2** 20% Design
 - Develop a Project Plan -Project Plan entered into Smart Sheets and access is provided to County (Exhibit A, pg. 2, 55)
 - Benching/Staging Servers -Servers received at C1 Staging location (Exhibit A, pg. 6-7, 19)
 - CS1K Discover to retrieve and assess current configuration (Exhibit A, pg. 21)
 - Avaya application stack assessment and discovery to ensure alignment with best or common practices (Exhibit A, pg. 21)
 - Provide best practice recommendations – Meeting notes and practice documentation provided to county (Exhibit A, pg. 21)
 - Identify necessary software, firmware or patch upgrades- List provided to County (Exhibit A, pg. 21)
 - Dial Plan analysis and plan for conversion - Dial plan presented to County (Exhibit A, pg. 25)
 - Review deployment and cutover plans - Meeting notes provided to County (Exhibit A, pg. 55)
 - System Planner Document - provided to County (Exhibit A, pg. 3)
- **Milestone #3** 20% Deployment/System Validation
 - Hardware/Server Deployment - Hardware/Server received by County. Implementation completed and noted in Smartsheets (Exhibit A, pg. 6-7, 20)
 - System Readiness Validation - Results shared with County (Exhibit A, pg 3)
 - Upgrade Existing Avaya application stack - Implementation completed and noted in Smartsheets (Exhibit A, pg 3, 7-13, 17, 23-24)
 - Deploy new Avaya applications - Implementation completed and noted in Smartsheets (Exhibit A, pg 7-11, 13, 23)
 - Avaya system programming and translations to mirror CS1K translations that are identified to be migrated and new dial plan conversion (Exhibit A, pg 25)
 - Configure E911 integration with Intrado (Exhibit A, pg 16)
 - Location Information gathered and loaded into Intrado completion noted in Smartsheets
 - UAT - Test calls successfully completed and noted in Smartsheets
 - Implement softphones and remote workers (Exhibit A, pg. 14-15, 12)
 - SBC rules completed and tested
 - Software loaded on user devices
 - County UAT completed and noted in Smartsheets
 - Local Site failover testing (Exhibit A, pg. 4)
 - Provide As-Built documentation (Exhibit A, pg. 19)
- **Milestone #4** 10% Training and successful Cutover 20% of Users from CS1K (Exhibit A, pg. 21-22, 23)
 - Training conducted and signed off by County and noted in Smartsheets

- Departments/Users selected for this cutover phase task completion noted in Smartsheets
- Translations inputted into Provision task completion noted in Smartsheets
- Cutover completed, first day support provided implementation noted in Smartsheets
- Open Item list created, and issues remediated
- **Milestone #5** 10% Training and successful Cutover 20% of Users from CS1K (Exhibit A, pg. 21-22, 23)
 - Training conducted and signed off by County and noted in Smartsheets
 - Departments/Users selected for this cutover phase task completion noted in Smartsheets
 - Translations inputted into Provision task completion noted in Smartsheets
 - Cutover completed, first day support provided implementation noted in Smartsheets
 - Open Item list created, and issues remediated
- **Milestone #6** 10% Training and successful Cutover 20% of Users from CS1K (Exhibit A, pg. 21-22, 23)
 - Training conducted and signed off by County and noted in Smartsheets
 - Departments/Users selected for this cutover phase task completion noted in Smartsheets
 - Translations inputted into Provision task completion noted in Smartsheets
 - Cutover completed, first day support provided implementation noted in Smartsheets
 - Open Item list created, and issues remediated
- **Milestone #7** 10% Training and successful Cutover 20% of Users from CS1K (Exhibit A, pg. 21-22, 23)
 - Training conducted and signed off by County and noted in Smartsheets
 - Departments/Users selected for this cutover phase task completion noted in Smartsheets
 - Translations inputted into Provision task completion noted in Smartsheets
 - Cutover completed, first day support provided implementation noted in Smartsheets
 - Open Item list created, and issues remediated
- **Milestone #8** 10% Training and successful Cutover 20% of Users from CS1K (Exhibit A, pg. 21-22, 23)
 - Training conducted and signed off by County and noted in Smartsheets
 - Departments/Users selected for this cutover phase task completion noted in Smartsheets
 - Translations inputted into Provision task completion noted in Smartsheets
 - Cutover completed, first day support provided implementation noted in Smartsheets
 - Open Item list created, and issues remediated

Project Expenses:

In the event costs increase for additional services and goods beyond the scope outlined in Exhibit A, a Change Order and amendment to the Agreement will be presented by the Contractor Project Manager for approval by the County in advance. Contractor will make reasonable effort to reduce costs for providing these additional services

2. DIALING PLAN SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 25

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$8,600.00

- Milestone 1 (100%) - Final County Acceptance of the Project

3. NETWORK ASSESSMENT SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 27

Project Price and Milestone Billing Schedule

The price for this services engagement is below and will be billed monthly based on the number of network assessments completed. Each network assessment will be billed at a rate of **\$2,000.00 per assessment and once the** Unified Communications Performance Evaluation Report is delivered per site.

Total Price: \$50,000.00 for 25 Network Assessments

4. WAREHOUSE AND LOGISTICS SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 29

Project Price and Milestone Billing Schedule

The fixed fee price for this service engagement is below and will be billed after each shipment is received for the number of devices.

Cost Per Unit: \$24.14

Cost Per Delivery: \$650.00

5. END POINT DEVICE PLACEMENT SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 29

Project Pricing and Billing

The end-user deployment will be billed by site and users deployed at each site.

The per-site price for the services indicated above will be **\$1,137.50/site** and billing will be done monthly for the number of sites completed.

In addition to the per-site price, a per-device price for the services indicated above will be **\$40.32/device** and billing will be done monthly for the number of devices completed.

6. QOS IMPLEMENTATION SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 31-32

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$202,198.66

- Milestone 1 (30%) - Project Initiation - Kick Off Meeting, Resource Assignment
- Milestone 2 (30%) - Discovery & Network Assessment
 - Deliverables
 - Network Assessment report and findings
 - QoS specific Gap Analysis identifying areas of concern for the current QoS implementation
- Milestone 3 (30%) - QoS Design & Implementation
 - Deliverables
 - QoS Design and Implementation Plan
 - Validation results demonstrating QoS implemented and functioning as expected
- Milestone 4 (10%) - Final County Acceptance of the Project
 - Deliverables
 - As-built documentation for network Quality of Service

7. SOLAR WINDS INTEGRATION SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 33-34

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$6,544.00

- Milestone 1 (100%) - Final County Acceptance of the Project

8. NUTANIX AND VMWARE IMPLEMENTATION FOR AVAYA EXHIBIT A, PG 34-35

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$31,392.00

- **Milestone 1 (30%)** - Project Initiation - Kick Off Meeting, Resource Assignment
- **Milestone 2 (30%)** - Planning and Design - Project Plan, Design
 - Project plan created and approved by the customer. Project meetings scheduled.
 - Design Topological diagram delivered for Nutanix HCI clusters.
 - Nutanix HCI clusters configuration settings are collected. Configuration designs are discussed with the customer.
 - VMware virtualization configuration settings are collected. Configuration designs are discussed with the customer.
- **Milestone 3 (30%)** - Testing and QA Completion
 - Complete the installation of the Nutanix HCI clusters as described in the project scope.
 - Complete the installation of the VMware virtualized environments as described in the project scope.
 - Deliver final reports of the configuration details, topological diagram(s) and testing results.
- **Milestone 4 (10%)** - Final Customer Acceptance of the Project
 - As-Built documentation delivered and accepted by the customer.

9. OPTIONAL MICROSOFT TEAMS DIRECT ROUTING SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 35-43

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$123,279.87

- Milestone 1 (30%) – Project Plan Finalized & Delivered Exhibit A, pg 43
- Milestone 2 (30%) – Design Worksheets
 - Readiness Assessment Report Exhibit A, pg 43
 - Network Site Connectivity Assessment Report Exhibit A, pg 43
 - Voice Site Worksheets Exhibit A, pg 43
 - Phone System and Conferencing Worksheets Exhibit A, pg 43
- Milestone 3 (30%) – Deployment Worksheets
 - Pilot Close-Out Report Exhibit A, pg 43
 - User Acceptance Test Matrix Exhibit A, pg 43
 - Account Enablement Report Exhibit A, pg 43
 - Subnet and notification report Exhibit A, pg 43
- Milestone 4 (10%) - Acceptance Form
 - As-built documentation delivered

10. OPTIONAL CALERO CDR REPORTING SERVICES, SOFTWARE, AND MAINTENANCE PRICING AND BILLING SCHEDULE EXHIBIT A, PG 44

Project Price and Billing Schedule

The Total Price for this services engagement is **\$6,354.00** and will be billed with the following milestone schedule:

- Milestone 1 (100%) - Final County Acceptance of the Project

Solution Summary	Year 1	Year 2	Year 3	Total Project
Software	\$20,520.00			\$20,520.00
Professional Services	\$6,354.00			\$6,354.00
Maintenance				
CALERO Maintenance	\$9,761.00	\$9,761.00	\$9,761.00	\$29,283.00
Project Subtotal	\$36,635.00			\$56,157.00
Estimated Tax	NOT INCLUDED			
Estimated Freight	NOT INCLUDED			
Project Total	\$36,635.00			\$56,157.00

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
CALERO						
1	90S006008	VERASMART CALL ACCOUNTING 10K EXTENSIONS		1	\$20,520.00	\$20,520.00
2	SC0052	GETTING STARTED WITH VERASMART CALL ACCOUNTING (2 HOURS LIVE WEB)		1	\$495.00	\$495.00
		Comment: (2 hrs Remote Training, up to 4 seats)				
3	SC0460701	VERASMART MAINTENANCE - 1 YEAR		9761	\$1.00	\$9,761.00
		Comment: OPTIONAL:(Additional to initial year included totaling to 2 years)				
CALERO Subtotal:						\$30,776.00
SERVICES						
4	SERVICES-PROJ MGMT AVAYA	Sr Project Manager		1	\$883.00	\$883.00
5	SUB-AVAYA UC	Calero professional services		1	\$5,471.00	\$5,471.00
SERVICES Subtotal:						\$6,354.00
Total:						\$37,130.00

11. OPTIONAL MYQ CALL BACK PROFESSIONAL SERVICES AND SOFTWARE PRICING AND BILLING SCHEDULE EXHIBIT A, PG 45

Summary of Fees

Upfront Payment - The One-Time Fee will be \$19,308.00 and invoiced in advance based upon the County signature of this EXHIBIT B.

Table 11-1

Minimum Monthly Fees (Table 6-1)	
Description	Minimum Monthly Fee
Fixed Minimum Monthly Subscription Fee	\$1,990.00
Total Minimum Monthly Fees:	\$1,990.00

Price Table

Table 11-2

Minimum Quantities and Unit Prices (Table 6-2)		
Description	Minimum Quantity	Unit Price per Month
3-Year MyQ Callback Subscription 10 Port Bundle(s)	1	\$1,990.00

Payment Table

Table 11-3

Month(s)	Payment Due
1	\$21,298.00
2-36	\$1,990.00

Additional Monthly Charges

An additional monthly charge of \$0.007 per minute will apply to the actual usage of PSTN Connectivity.

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$10,555.32	\$10,555.32	Annual	\$10,555.32	\$31,665.96
Professional Services	\$18,427.00		One-Time		\$18,427.00
Managed Services	\$881.00		Prepaid		\$881.00
Managed Services	\$13,324.68	\$13,324.68	Annual	\$13,324.68	\$39,974.04
Project Subtotal	\$43,188.00			\$23,880.00	\$90,948.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$43,188.00				\$90,948.00

1. Pricing Terms

- Pricing is based on initial contract term of 36 months
- Pricing and services described in this EXHIBIT B are valid for sixty (60) days from date of proposal and binding throughout the initial order term upon full execution of the standard EXHIBIT B by the parties
- Prices are subject to terms and conditions stated within this EXHIBIT B and your Cloud Services Agreement
- Prices exclude taxes, fees, surcharges, or applicable freight. County will be invoiced for applicable taxes and applicable freight when due
- Pricing represents the Total One-Time Charges and Total Minimum Monthly Fees due throughout the term of this EXHIBIT B

- Total Minimum Monthly Fee is the sum of the Fixed and Variable Minimum Monthly Fees at the time of initial order
- Variable Minimum Monthly Fee represents the total minimum monthly fee for subscription-based services based on your initial order. This Fee will may increase in any billing period where additional subscription-based services are added
- Incremental Users/Units above the Minimum Quantity of Users will be charged monthly at the Additional Price Per User as indicated. ("Overage Fee"). Overage Fees will be invoiced in arrears
- When adding Users or Services above Minimum Quantities, County may not exceed capacity limitations of any cloud platform component required to deliver Services (e.g., hardware, software, networking, etc). If a service expansion request exceeds a capacity limitation, Contractor and County will work through the Contract Change Control process to scope and deploy the additional capacity necessary to support County requirements
- Any additional fees, including but not limited to any fees relating to the Variable Usage Based Services or Carrier Services listed above will be invoiced in addition to Total Minimum Monthly Fees ("Usage Fees"). Usage Fees will be invoiced in arrears
- The Total Monthly Fee due each billing period will be the Total Minimum Monthly Fee, plus applicable Overage Fees, Usage Fees, and any other Non-Recurring Services Fees
- E911 Regulatory Compliance Fees are calculated and invoiced based on either the Minimum Monthly Compliance Fee, or actual usage based on licenses consumed, whichever is greater
- Unit Price does not include equipment related to IP Desk phones, including but not limited to, handsets, headsets, software installed on or related to those devices
- Pricing includes all services as described in the standard EXHIBIT B and Attachments. Any changes to the license quantities, service descriptions, Managed Sites, or Managed Products may impact pricing. Changes will be subject to the Contract Change Control Process
- The initial user, agent, and server volumes for invoicing purposes will be validated during the onboarding process. Changes will be subject to the Contract Change Control Process
- The Parties hereby agree that this document constitutes an order for all Services described for the entire duration of the Term, plus any renewal or mutually agreed extension

2. Invoicing & Payment

- Upfront Payment - One-Time will be invoiced in advance based upon receipt of County signature on this EXHIBIT B
- The Fixed Minimum Monthly Fees will commence upon implementation of this optional solution and will be invoiced in advance, and continue monthly for the applicable Term
- The Variable Minimum Monthly Fees will be invoiced in advance commencing upon the sooner of 90 days from Effective Date or the Service Activation Date and continue monthly for the duration of the initial contract term
- Service Activation is the first of the month following the date on which Contractor informs the County that the Services are installed and ready for County's use
- Prior to Services Activation Date, if Services are partially activated, Contractor will invoice County a prorated Variable Minimum Monthly Fee based on the Users activated
- Contractor will invoice County for Usage Fees in the billing period following the month the services are consumed. In the event that usage-based services are consumed by the County prior to Services Activation Date, Contractor will invoice County for Usage Fees when consumed
- Incremental MAC support beyond the volumes included in the Total Minimum Monthly Fees above will be charged at the following rate:

- Simple Software MAC - \$65.00 per transaction as a non-recurring fee
- Complex MAC
- \$190.00 per hour Normal Business Hours
- \$285.00 per hour Standard Overtime
- \$380.00 per hour Premium Overtime
- 1/2 hour minimum for all orders

12. OPTIONAL CONTACT CENTER DEPARTMENT CONSULTING SERVICES PRICING AND BILLING SCHEDULE EXHIBIT A, PG 54

Project Price and Milestone Billing Schedule

The fixed fee price for this services engagement is below and will be billed with the following milestone schedule:

Total Price: \$84,768.00

Milestone: Contractor will invoice after each discovery is completed at \$4,238.40 per Contact Center Discovery.

Discovery to include:

- Accessing and downloading the Nortel CC detail from their systems.
- Initial CC meetings with the groups to discuss the current flows and gather input as to future requirements.
- Follow-up up and discussion of new Avaya configurations versus prior Nortel.

13. OPTIONAL C1 CONVERSATIONS EXHIBIT A, PG 45

One-Time Services - Itemized Summary	
Service Item	Price
Professional Services	\$ 56,880.00
Training	\$ 1,100.00
Transition	\$ 4,250.00
Total:	\$ 62,230.00

Monthly Recurring Conversations Revenue - Itemized Summary			
Service Item	Monthly Price	Annual Price	Total Term
Infrastructure	\$ 1,000.00	\$ 12,000.00	\$ 36,000.00
Managed Services	\$ 7,382.01	\$ 88,584.08	\$ 265,752.24
Conversations Subscription	\$ 12,350.00	\$ 148,200.00	\$ 444,600.00
Total:	\$ 20,732.01	\$ 248,784.08	\$ 746,352.24

Consolidated Summary				
Service Item	One-Time Price	Monthly Price	Annual Price	Total Term
One-Time Services	\$ 62,230.00			
Monthly Recurring Service		\$ 20,732.01	\$ 248,784.08	\$ 746,352.24
Total:				\$808,582.24

C1 Conversations A La Carte Pricing:

\$5,000/month IPaaS (Integration Platform as a Service)
includes DataStore, Omniqueue, Digital Experience Platform

\$40 per agent/month

Conversations User Interface — omnichannel desktop (includes all digital channels plus voice)

\$350/month

Digital channel integration per digital

\$575/month

CRM/ITSM Desktop Integration - screen pop and/or click to call with Zendesk, Salesforce, ServiceNow, and Dynamics

\$350/month

IVA + custom One-Time Consulting for IVA Build. (Q&A Pairs Ext) + Actual Consumption \$.014 for Voice and \$0.09 per transaction for SMS/ chat

Additional charges for custom integration or development, professional services, IVA Build, consulting, project management, and/or utilization fees may apply.

14. OPTIONAL CENTRICAL AGENT REPORTING PRICING

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Professional Services	\$10,000.00		One-Time		\$10,000.00
Maintenance					
LIVEPERSON Maintenance	\$167,040.00		Annual		\$167,040.00
Project Subtotal	\$177,040.00				\$177,040.00
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$177,040.00				\$177,040.00

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
Professional Services						

1	Professional Services	Deployment Services				\$10,000.00
Professional Services Subtotal:						\$10,000.00
Maintenance						
2	MAINT SERIALIZED	CENTRICAL QUOTE YEAR 1		580	\$288.00	\$167,040.00
Maintenance Subtotal:						\$167,040.00
Total:						\$177,040.00

15. OPTIONAL MANAGED SERVICES PRICING EXHIBIT A, PG 53

Supported Sites Address, City, State, Zip		Sold To		Total Annual Price	
400 County Ctr, Redwood City, CA, 94063-1662				\$280,488.00	
The term of this contract is for 36 months.		Total Annual Payment		\$280,488.00	
		One Time Payment		\$14,000.00	
		Total Value for this MSO		\$855,464.00	
		Quarterly Payment		\$70,122.00	
		Prepay		\$855,464.00	
Customer	County of San Mateo				
Customer ID	SPSCOUSAN0002				
Site Detail					
Address, City, State, Zip		Sold To		Address Code	
400 County Ctr, , Redwood City, CA, 94063-1662				SHIP9	
				\$280,488.00	
Qty	Product #	Description	Coverage	Annual Unit Price	Total Annual Price
1	MISC	Per month for a 3-year term		\$280,488.00	\$280,488.00
				Total Annual Price	\$280,488.00
				One Time Payment (MISC,)	\$14,000.00
				Total Value for Site	\$855,464.00
				Quarterly Payment	\$70,122.00

16. OPTIONAL NECTAR APPLICATION MONITORING PRICING

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$123,772.60		One-Time		\$123,772.60
Professional Services	\$27,125.71		One-Time		\$27,125.71
Project Subtotal	\$150,898.31				\$150,898.31
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$150,898.31				\$150,898.31

17. OPTIONAL PROGRAM MANAGEMENT PRICING EXHIBIT A, PG 53

Contractor will provide one (1) Program Manager, to oversee the Migration program for County contiguous from project start date to project completion. Overall Program Management and task assignment shall be the responsibility of Contractor. The Program managers' role in County's environment shall include:

- Primary program point of contact
- Lead Kick Off Meeting or Strategy Sessions
- Conduct internal and joint County and Vendor meetings related to Program Responsibilities
- Develop Milestones, roles and responsibilities for Contractor and County resources
- Schedule and manage required Contractor resources and partners
- Steering Committee Meetings
- Executive program summary reporting
- Lead weekly status calls with status reports – minutes provided to all attendees
- Provide agenda and meeting notes – Executive reports, Steering Committee, and Project Meetings
- Program level (Decisions, Actions, Issues, and Risk) DAIR log monitoring / resolution
- Create strategies for risk mitigation and contingency planning
- Primary contact for vendor relationships
- Variable Onsite presence
- Define and manage program change process any associated billing with the County
- Define and manage program governance structure
- Facilitate deliverable & milestone acceptance and invoicing
- Manage Program Closeout process, punch list and County acceptance

Pricing:

If the County executes this option, Program Management services will be provided up to a not to exceed amount of \$235,274.03.

18. CABLING PRICING

The following items would be exclusions from our per foot cabling quote:

- Fiber optic cabling and hardware
- Electrical Power
- Data Enclosures

These items to be priced after site walks are completed.

\$8.50/ft indoor – existing conduit and pathway to be utilized.

\$9.25/ft outdoor - existing conduit and pathway to be utilized.

20. TRAINING

COURSE	COST
CE001ILT Avaya Aura 8x Communication Manager, Basic	\$18,375
CE007ILT Avaya Aura 8.0 Communication Manager, Advanced	\$24,955
CE024ILT Avaya 8.0 System Manager/Session Manager	\$28,490
CE025ILT Avaya 8.0 Session Border Controller Enterprise	\$28,490
CE029ILT Avaya Aura ® Media Server Administration	\$18,865
CE001ILT Avaya Aura 8x Communication Manager, Basic	\$21,000
Online Subscription Access – One Full Year (CE100VLT)	(FREE to students attending above training)
TOTAL:	\$140,175

21. BILLING TERMS

Billing terms for this project supersede any MSA in place and are only applicable to the services stated in this agreement. Invoices are due within thirty (30) days from the date of the invoice unless otherwise previously agreed between County and Contractor credit department. All stated prices are exclusive of any taxes, fees and duties or other amounts, however designated, and including without limitation value added and withholding taxes which are levied or based upon such charges, or upon this agreement (other than taxes based on the net income of Contractor). The County shall pay any taxes related to services purchased or licensed pursuant to this agreement or the County shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.