

(Continued from page 1)

County Administration supported the project and recommended that the estimated \$10 million in project funding necessary to implement a comprehensive Voice over Internet Protocol (VoIP) platform with Unified Communications (UC) capabilities be financed through loan proceeds. The Office of Financial Management & Budget secured financing for the project through a 7-year low interest bank note in the amount of \$10 million approved by the Board of County Commissioners on October 16, 2012.

Defining the Unified Communications System

The UC project will deliver much more than a traditional telephone system. The term "Unified Communications" is defined by Wikipedia as *"the integration of real-time communication services such as instant messaging (chat), presence information, telephony (including VoIP telephones), video conferencing, desktop sharing, data sharing (including web connected electronic interactive whiteboards), call control and speech recognition with non-real-time communication services such as unified messaging (integrated voicemail, e-mail, SMS and fax). UC allows an individual to send a message on one medium, and receive the same communication on another medium."*

The Unified Communications Project will replace the County's existing 80 legacy telephone systems with a single primary Voice over Internet Protocol (VoIP) platform with UC capabilities and an identical secondary platform as a backup system. The components for the installation of the UC System will be purchased under the State of Florida Contract # 730-000-09-1 which shall govern the terms and conditions of the project deliverables. A Statement of Work (SOW) has been created by ISS outlining the specific specifications and requirements of Palm Beach County. Further, staff has negotiated favorable terms for required software maintenance and assurance that will provide the County with rights for future software upgrades and protection from technical defects.

The new Unified Communications System will serve more than 350 locations, 10,000 users and multiple Contact Centers. The technology upgrade will feature a VoIP telephone system operating on the County's data network which will dramatically reduce the need for leased telephone circuits. **Beginning year 4, the County will fully realize cost savings exceeding \$2 million per year in comparison to the peak costs of the County's legacy telephone systems.** Additional benefits will result from the enhanced capabilities of the new system including video teleconferencing, desktop integration, simultaneous ringing of multiple devices, and improved call management functions.

The project has been divided into two sub-projects covering: 1) the Infrastructure Upgrade; and 2) System Implementation, which entails the stages of Vendor Selection, System Design, and Implementation as described in the following sections.

I. Infrastructure Upgrade

The Infrastructure sub-project involves replacing 1,000 switches in 300 data closets countywide with Power over Ethernet (POE) capabilities required for VoIP handsets. The infrastructure upgrade project will occur over a 3-year period and will also include, as necessary, upgrades to internal building cabling, additional power to data closets and uninterruptable power supply upgrades. Necessary upgrades must be completed as a prerequisite before any site is switched over to the new UC System. Approximately 30% of the required upgrades have been completed as of July 2014.

II. System Implementation

The UC project is to be completed over the following phases: Selection, Design, and Implementation over a 3-year timeline.

The Selection Phase has been completed with Unify, Inc. (formerly Siemens Enterprise Communications) receiving the highest ratings among the competing vendors.

Accordingly, staff recommends Board approval for the proposed contract with Unify Inc. It is noted that contract negotiations with Unify, Inc. resulted in favorable discounts off the State of Florida listed prices as well as discounts from the original proposed software assurance/maintenance costs.

Selection Phase, Part I – Technical Evaluations

As the first step in the selection process, the County's ISS Department conducted industry research, including referencing Gartner Research's "Magic Quadrant" for UC manufacturers and surveying the industry leaders which were determined to be (in alphabetical order) Avaya, Cisco, Microsoft, ShoreTel, Unify, Inc. ISS also conducted reference checks on each of the companies. These leading manufacturers were invited to participate in a lab evaluation process. Specific selection criteria were defined for purposes of evaluating the competing solution platforms.

A general presentation and Q&A session was scheduled with invited representatives from the various manufacturers of unified communications and VoIP solutions. This provided the opportunity to identify process-related questions and concerns. Key project-related information is also maintained and made accessible on an internet website: <http://www.pbcgov.com/iss/specialprojects/>.

Technical whiteboard sessions were held with five industry leading manufacturers: Avaya, Cisco, Microsoft, ShoreTel, and Siemens. Following the whiteboard sessions, the order by which manufacturers were to present their proposed solution was determined by random draw as follows: ShoreTel, Avaya, Cisco, Unify, Inc., and Microsoft.

Next, technical evaluations were scheduled for on-site testing in the Governmental Center of each manufacturer's proposed UC solution as it actually operates on the County's network infrastructure. A committee of ISS technical staff was established to participate in these evaluations.

Prior to their evaluation date, Microsoft notified Palm Beach County of their decision to withdraw from the selection process, leaving Avaya, Cisco, ShoreTel and Unify, Inc. as the remaining participants. Each manufacturer received a 30-day notice prior to the start date of the manufacturer's lab to allow adequate time to properly prepare for the evaluation. Each manufacturer's lab session was scheduled to occur over a 4-week period, as follows:

- Week 1 - Technical planning sessions and setup of the manufacturer's solution.
- Week 2 - Began lab testing.
- Week 3 - Evaluation of Contact Center solutions. Staff members from various constitutional offices, where contact center functions are heavily used, were invited to participate as evaluators during this session.
- Week 4 - System tests and wrap-up.

Evaluations were weighted and divided into the following categories:

- UC VoIP Platform Architecture
 - Features
 - Endpoints
 - Session Border Control
 - Voicemail, Unified Messaging & Auto Attendant
 - TDM Integration & Migration Strategy
- Collaboration
- Contact Center

All manufacturers were notified of their ranking with the top three manufacturers, Unify Inc., Cisco and ShoreTel, invited to participate in the Total Cost of Ownership (TCO) phase of the process. Although not included in this stage of the process, Avaya submitted their cost projections, unsolicited, to ISS.

Selection Phase, Part II – Total Cost of Ownership (TCO)

The TCO phase was undertaken to assess the financial implications of each manufacturer's proposed solution. All manufacturers were provided with a standard template and instructions for preparing the Unified Communications project TCO Worksheet. The instructions included the following language: *"The TCO Worksheet is understood to be a "best efforts" attempt to project total system costs over a 10-year period. It is understood that these cost estimates will not be regarded as final pricing. Final vendor selection will be determined based on the Technical Evaluation..."*

Each manufacturer submitted their completed 10-Year TCO worksheets along with a conceptual system design and all worksheets were analyzed by the UC project team. Following this analysis, a comparison of all submissions was prepared to determine the ranking of each manufacturer for this portion of the selection phase.

In the final determination, the TCO results were not utilized as a factor in the selection process. This information was collected solely for the purposes of estimating overall system costs and budgetary planning.

Selection Phase, Part III – Final Selection

The Purchasing Department established a Selection Committee consisting of the County Administrator, the Director of Contract Control, and the ISS Director. Following an overview presentation by the ISS Network Services Division Director, the four competing manufacturers were invited to make final oral presentations to the Selection Committee on March 18, 2014. The Selection Committee unanimously recommended that Unify, Inc. be selected to implement a Unified Communications solution for Palm Beach County.

Procurement Phase

The UC system software, hardware and services will be purchased via a piggyback under the State of Florida Contract # 730-000-09-1 which shall govern the terms and conditions of the project deliverables. In addition to the State of Florida contract, a Statement of Work (SOW) has been created by ISS outlining the specific specifications and requirements of Palm Beach County. The County is not obligated to purchase any of the goods or quantities identified in the Bill of Materials and will process future change orders to remove or reduce line items listed in the Bill of Materials based on our actual utilization of these categories of software, hardware or services.

Future Contract for Software Assurance/Maintenance and Hardware Maintenance

A separate 5-year contract will be presented for the Board's consideration during the first quarter of 2015 to provide coverage for software assurance, software maintenance and hardware maintenance. This contract coverage will take effect when the new UC system is implemented for the first County facility and will be phased in as additional facilities are converted based on the following schedule:

Coverage Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Software Assurance/ Software Maintenance	\$50,030	\$89,108	\$154,570	\$339,335	\$339,335	\$972,378
Hardware Maintenance	37,240	16,647	16,647	20,380	20,380	111,294
Total	\$87,270	\$105,755	\$171,217	\$359,715	\$359,715	\$1,083,672

Project Schedule

Soon after the Board's approval of staff recommendations, ISS and Unify, Inc. will begin project planning sessions and a formal project kick-off meeting will be held to begin the design of the system and prepare a project plan and timetable.

The next phase will finalize the system design followed by installation of Unify Inc.'s call processing software that will be the "engine" serving all County facilities. We anticipate the first County offices (which will be some of the smaller remote locations) will be converted to the new system during the 1st quarter of 2015 with installation for all sites completed over a 3-year period.

In accordance with best practices for project management, ISS and Unify, Inc. will develop and maintain a detailed project plan, and prepare monthly project status reports highlighting progress, open issues, project expenditures and next milestones.

**ADDENDUM TO
THE STATE OF FLORIDA AMENDED AND RESTATED
SUNCOM TELEPHONY EQUIPMENT PREMISES SERVICES
CONTRACT NO. 730-000-09-1
(Contract No. 100100/DP)**

This Addendum is made as of the _____ day of _____, 2014, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Unify Inc., formerly Siemens Enterprise Communications, Inc., 1881 Campus Commons Drive, Reston, VA 20191, a corporation authorized to do business in the State of Florida, hereinafter referred to as CONTRACTOR.

WITNESSETH

WHEREAS, the CONTRACTOR has entered into a Contract with the State of Florida (Contract No. 730-000-09-1) for SUNCOM telephony equipment premises services, as amended by Amendment No. 1, dated March 1, 2012, and Amendment No. 2, dated December 4, 2014 ("Contract"), Exhibit A; and

WHEREAS, the Palm Beach County Code specifically allows the COUNTY to purchase goods and/or services under contract with municipal governments provided the vendor extends the same terms and conditions to the COUNTY to utilize the terms, conditions and pricing of the Contract; and

WHEREAS, the COUNTY is an Eligible User under the Contract and wishes to utilize CONTRACTOR's services under the terms and conditions of the Contract, as modified by this Addendum.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. Unless otherwise specifically stated, the order of precedence of the documents which make up the agreement between the parties shall be (1) the Contract, a copy of which is attached hereto and incorporated herein as Exhibit A; (2) this Addendum; (3) County Wide Unified Communications - VOIP Statement of Work, a copy of which is attached hereto and incorporated herein as Exhibit B (hereinafter referred to as "Proposal"); and (4) Contractor's State of Florida Design Proposal Version 1.3 submitted to Palm Beach County dated May 14, 2014, a copy of which is attached hereto and incorporated herein as Exhibit C (hereinafter referred to as "Proposal")..
2. The terms and conditions of the Contract shall be deemed to be incorporated herein by reference.

3. CONTRACTOR warrants that all services to be performed under this Addendum shall comply with customary, reasonable, and prudent standards of care in accordance with the standards of the industry and further warrants that it will provide such services in a professional manner to COUNTY.
4. The Effective Date shall be upon execution of the Addendum. All services shall be completed no later than thirty-six (36) months after the effective date.
5. The Scope of Services is as described in the Contract, as may be amended from time to time.
6. Deliverables shall be provided in accordance with the Proposal.
7. The COUNTY's representative/liaison during the performance of this Contract shall be Michael Butler, Director, Network Service, Information Systems Services, telephone number (561) 561 355-4601 or designee.
8. The CONTRACTOR's representative/liaison during the performance of this Contract shall be Tim Simpson, Public Sector, Account Executive, telephone number (561) 923-7075.
9. Prior to the execution of this Addendum, CONTRACTOR shall provide the COUNTY with a certificate of insurance evidencing that insurance requirements of the Contract have been complied with, and further evidencing that the Palm Beach County Board of County Commissioners has been added as an additional insured under the general liability provisions of CONTRACTOR's insurance policy. Said initial certificates of insurance shall be provided to:

Palm Beach County
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

The CONTRACTOR shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance will be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR

under the Contract. CONTRACTOR agrees to notify the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. Further, CONTRACTOR shall agree that all insurance coverage required herein shall be provided by CONTRACTOR to COUNTY on a primary basis.

- A. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

- B. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$500,000** Each Occurrence for all owned, non-owned, and hired automobiles. In the event CONTRACTOR owns no automobiles, the Business Auto Liability requirement shall be amended allowing CONTRACTOR to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, CONTRACTOR agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

- C. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440.

- D. **Professional Liability:** CONTRACTOR shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than **\$1,000,000** Per Occurrence. The retention shall be the sole responsibility of the CONTRACTOR. For policies written on a "Claims-Made" basis, CONTRACTOR warrants the Retroactive Date equals or preceded the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONTRACTOR shall purchase a SERP with a minimum reporting period not less than three (3) years. The requirement to purchase a SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage.

- E. **Additional Insured Clause:** Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional Liability, when

applicable) the Certificate(s) of Insurance shall clearly confirm that coverage required by the Contract has been endorsed to include Palm Beach County as an Additional Insured.

- F. **Certificates of Insurance**: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to ITS at pbcc@instracking.com or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.
- G. **Umbrella or Excess Liability**: If necessary, CONTRACTOR may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
10. The not-to-exceed amount for this Addendum is \$4,545,249.00 for the term of the Contract.
11. Invoices received from the CONTRACTOR pursuant to this Addendum will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Addendum. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
12. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last

billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

13. The COUNTY's performance and obligation to pay under this Addendum for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.
14. Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
15. The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2003-1274, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and Resolution R-2003-1274, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of County Code Section 2-371 through 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

16. This Addendum shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Addendum will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
17. All notices required in this Addendum shall be sent by certified mail (return receipt requested), hand delivered, or sent by other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Kathleen M. Scarlett, Director
Purchasing, Palm Beach County
50 South Military Trail, Suite 110
West Palm Beach, FL 33415

With a copy to:

Steve Bordelon, Director
Information Systems Services
Palm Beach County
301 N. Olive Ave. 4th & 8th Floor
West Palm Beach, FL. 33401

If sent to the CONSULTANT / CONTRACTOR, notices shall be addressed to:

Kevin Castora, Vice President
Unify Inc.
Commercial Pre-Sales Support, North America
17115 Downs Drive
Odessa, FL 33556

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

WITNESSES:

CONTRACTOR:

Sheri R. Bitterberg
Signature

Unify Inc.
Company Name

Sheri R. Bitterberg
Name (type or print)

BY: *Kevin Castora*
Signature

Kevin Castora
Signature

Kevin Castora
Typed Name

RACHEL M. CAREY
Name (type or print)

Vice President, Commercial Pre-Sales Support, North America
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By *Judith E. Walling*
County Attorney

By *Steven Borden*
Department Director

EXHIBIT A
THE STATE OF FLORIDA AMENDED AND RESTATED
SUNCOM TELEPHONY EQUIPMENT PREMISES SERVICES
CONTRACT NO. 730-000-09-1 AS AMENDED BY
AMENDMENT NO. 1, DATED MARCH 1, 2012,
AND AMENDMENT NO. 2, DATED DECEMBER 4, 2014
(Contract No. 100100/DP)

(68 pages)

AMENDED AND RESTATED CONTRACT NO. 730-000-09-1
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
UNIFY INC. D/B/A UNIFY ENTERPRISE COMMUNICATIONS, INC.
AMENDMENT NO.: 3

THIS AMENDMENT ("Contract") to the Telephony Equipment and Services Amended and Restated Contract No.: 730-000-09-1, is entered into as of the last date signed below, by and between the Parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Unify, Inc. d/b/a Unify Enterprise Communications, Inc. ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to extend the Contract for six (6) months.

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

The Parties agree that the term of this Contract shall be extended for six (6) months commencing upon September 3, 2014, and ending on March 2, 2015, unless extended, cancelled or terminated as provided herein or in the terms and conditions of the Contract.

Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments, are unchanged and remain in full force and effect. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES


Stacy Arias, Deputy Secretary

for
Date 6/10/14

UNIFY INC. D/B/A UNIFY ENTERPRISE
COMMUNICATIONS, INC.


Signature

Date 6 Jan 14

Contract No. 730-000-09-1
Amendment No. 3

AMENDED AND RESTATED CONTRACT NO. 730-000-09-1
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
SIEMENS ENTERPRISE COMMUNICATIONS, INC.

AMENDMENT NO.: 2

THE PARTIES THERETO agree to amend 730-000-09-1 (the Contract), effective the date of execution, as follows:

1. The parties agree that the Contractor's name was changed as of October 15, 2013 to Unify Inc., and all references in the Contract to Siemens Enterprise Communications, Inc. are to be replaced with Unify Inc. d/b/a Unify Enterprise Communications Inc. Exhibit A, attached and incorporated by reference, which it represents are true and correct and support Contractor's desired change of the Contractor's name under this Contract. In reliance on Contractor's representations, Department agrees to this change.
2. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and any amendments thereto are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the parties' authorized representatives on the dates noted below:

DEPARTMENT

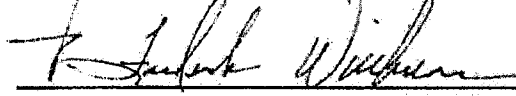


Stacy Arias, Deputy Secretary

12.4.13

Date

CONTRACTOR



Signature

V. Frederick Wilkerson, Director, Business Administration
Print Name and Title

21 Nov 13

Date

AMENDED AND RESTATED CONTRACT NO. 730-000-09-1
BETWEEN
THE DEPARTMENT OF MANAGEMENT SERVICES
AND
SIEMENS ENTERPRISE COMMUNICATIONS, INC.

AMENDMENT NO.: 1

THIS AMENDMENT ("Amendment") to the Telephony Equipment and Services Amended and Restated Contract No.: 730-000-09-1 ("Contract"), is entered into as of the last date signed below, by and between parties to the Contract, namely, the State of Florida, Department of Management Services ("Department"), and Siemens Enterprise Communications, Inc ("Contractor").

WHEREAS, the Parties entered into the Contract to set forth the duties and obligations of Contractor and Department in relation to Contractor's performance of its duties in connection with the Contract; and

WHEREAS, the Parties wish to amend the Contract to allow for a thirty (30) month renewal..

THEREFORE, in consideration of the foregoing premises the Parties hereto agree that the Contract shall be amended as follows:

The Parties agree that the term of this Contract shall be renewed for thirty (30) months commencing upon March 3, 2012, and ending on September 2, 2014, unless extended, cancelled or terminated as provided in the terms and conditions of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and any amendments thereto are unchanged. This Amendment, sets forth the entire understanding between the Parties with regard to the subject matter hereof.

SO AGREED by the Parties' authorized representatives on the dates noted below:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Approved as to form and legality by the
Department's Office of the General Counsel



John P. Miles, Secretary




March 1, 2012

Date

2/29/12

Date

SIEMENS ENTERPRISE COMMUNICATIONS,
INC.



Signature

2/29/2012

Date

Contract No. 730-000-09-1
Amendment No. 1

**AMENDED AND RESTATED SUNCOM
TELEPHONY EQUIPMENT
PREMISES SERVICES CONTRACT**

By and Between

Siemens Enterprise Communications, Inc.

and the

Florida Department of Management

Services

CONTRACT

CONTRACT NO. 730-000-09-1 SUNCOM TELEPHONY EQUIPMENT PREMISES SERVICES (STEPS)

This amended and restated Contract (the "Contract") is entered into on last date signed below, by and between Siemens Enterprise Communications, Inc. (the "Contractor"), a Corporation with an office at 1881 Campus Commons Drive, Reston, VA 20191 and the State of Florida, acting by and through the Department of Management Services (the "Department"), with offices at 4030 Esplanade Way, Tallahassee, Florida 32399-0950 (each a "Party" and collectively, the "Parties").

WHEREAS, the Department has solicited manufacturers of pure and hybrid IP PABX systems interested in assisting the State furnishing quality hybrid or "pure" IP telephone systems, equipment, and related services at the lowest price available. These systems may be purchased directly by the SUNCOM User via this Contract, or they may be rented by the Department via this Contract; and

WHEREAS, Contractor responded to the solicitation, and following negotiations the Department has determined to accept Contractor's offer and to enter into this Contract in accordance with the terms and conditions of the solicitation and the subsequent negotiation; and

WHEREAS, the original contract resulting from the solicitation between the Parties was executed in 2008 and subsequently amended six times; and

WHEREAS, the Parties wish to amend and restate the obligations of each party under the Contract.

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, the Parties agree as follows:

Contract 1.0 - TERM/RENEWAL

- 1.1 The initial term of the Contract is thirty six (36) months (the "Initial Term") and has subsequently been renewed for six (6) additional months with expiration on March 2, 2012.
- 1.2 Upon mutual agreement, the Parties may renew the Contract in whole or in part, any number of times not to exceed a total of thirty (30) months. Each renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.
- 1.3 The term of the Contract (the "Contract Term") is defined as the Initial Term including any renewals.

Contract 2.0 - DEFINITIONS

- 2.1 As used in this Section, the following terms shall have the meaning ascribed below:
 - 2.1.1 Acceptance means the formal approval of products and services, given by a Required User or Eligible User after compliance by the Contractor with all the terms and conditions enumerated in Section 8.5 of this Contract.
 - 2.1.2 Base Price Discount means the original percentage markdown from MSRP established during the ITN procurement.

- 2.1.3 Bill of Material (“BOM”) means list of all components, materials, labor and professional services related to installation, programming and delivery of a premise based communications system solution.
- 2.1.4 Calculator means the electronic spreadsheet tool provided by the Department used by the Contractor to calculate all price quotes to customers.
- 2.1.5 Communications Service Authorization (“CSA”) means the web-based ordering system used by the Department, the Department’s customers, and the Contractor to authorize installation of specific equipment and services.
- 2.1.6 Configuration Type means the size of a system configuration based on the station clients as set forth in Exhibit A.
- 2.1.7 Customer means any state agency or other entity identified in the Contract as the party to receive commodities or contractual services pursuant to the Contract or that orders commodities or contractual services via purchase order or CSA from the Contractor under the Contract.
- 2.1.8 Design Proposal means the documents submitted by the Contractor for each Individual Opportunity that set for the details of an order.
- 2.1.9 Discovery Phase means initial phase of the procurement when the Contractor and the SUNCOM User shall identify the procurement requirements.
- 2.1.10 Eligible User(s) means the user group set forth in Florida Administrative Code 60FF-1.
- 2.1.11 Individual Opportunity means an opportunity that contractors have to provide products or services to a SUNCOM User under the Contract which is limited in scope based on the factors identified by the SUNCOM User and the Contractor during the Discovery Phase.
- 2.1.12 Initial Rental Term means the term set forth on each Design Proposal for which the End User shall be obligated to pay the Rental.
- 2.1.13 MFMP means the MyFloridaMarketPlace, and is an online ordering system utilized by the Customer to place an order for purchase of products and services.
- 2.1.14 MSRP means the manufacturer’s suggested retail price.
- 2.1.15 NOC means the Network Operations Center which monitors premise based systems and responses to helpdesk support calls from the Department or SUNCOM Users.
- 2.1.16 PABX means Private Automatic Branch Exchange, and is a telephone exchange that serves a particular business or office, as opposed to one that a common carrier or telephone company operates for many businesses or for the general public.
- 2.1.17 Proposal Price Discount means the percentage markdown from Base Price Discount listed in the Calculator.
- 2.1.18 Purchase Order means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).
- 2.1.19 Rental means the monthly recurring cost (“MRC”) for a SUNCOM premise equipment telephony system set forth in the CSA for each Individual Opportunity.
- 2.1.20 Required User(s) means the user group set forth in Florida Administrative Code 60FF-1.
- 2.1.21 STEPS means the SUNCOM telephony premise equipment services.

- 2.1.22 SUNCOM means the brand name used by the Department to represent telecommunication voice and data products and services.
- 2.1.23 SUNCOM User(s) means all Required Users and Eligible Users who procure SUNCOM products and services from this Contract by utilizing a CSA.
- 2.1.24 System Turn-up Activities means the activities including but not limited to delivery, installation, programming, performing the cutover, and completing the check-out of the system

Contract 3.0 - TECHNICAL SPECIFICATIONS

- 3.1 The Technical Specifications are set forth in Exhibit A.
- 3.2 The Contractor agrees to the terms, conditions and provisions as described in the Florida Administrative Code (F.A.C.) Rules 60FF (hereinafter referred to as the "Rules") and provide services in accordance with and adherence to these Rules.
<https://www.flrules.org/gateway/Organization.asp?OrgNo=60ff>

Contract 4.0 - PRICING AND PROPOSALS

- 4.1 Pricing
 - 4.1.1 The Contractor agrees to use the Calculator with the associated definitions, clarifications, guidelines and provisions contained in Exhibit B to provide pricing for all products and services available through the Contract.
 - 4.1.2 The Contractor shall not include a surcharge or other additional cost that is not listed in the Calculator without prior written approval by the Department.
 - 4.1.3 Pricing shall include all surcharges, taxes and fees (if applicable) effective on the execution date of this Contract. Contractor shall provide an explanation of all surcharges, taxes and fees including a distinction between those which are variable and fixed. Cost adjustments will only be permitted for new or modified federally mandated surcharges, taxes or fees upon authorization by the Department. Adjustments will permit the Contractor to pass through charges, but Contractor shall not include any additional markup to those charges.
- 4.2 Proposals
 - 4.2.1 All price proposals submitted by the Contractor to a Required User or Eligible User must include professional services for discovery, assessments, engineering design, shipping, labor, installation, migration, cutover, system burning-in, performance verification, user training, and warranty. The Contractor shall be responsible for these services and the Customer shall not waive this requirement.
 - 4.2.2 Proposals for Rental products shall include the removal of Rental products upon termination of the Rental term and at no cost additional to the Rental price.
- 4.3 Price Discount
 - 4.3.1 Base Price Discount. The Contractor will follow the process for approval of all price discounts as set forth in this Contract. The Base Price Discount will be listed in the Calculator for each part number and remain constant for the Contract Term unless mutually agreed by both Parties.

- 4.3.2 Proposal Price Discount. At the Contractor's discretion, the Design Proposal for each Individual Opportunity may include a Proposal Price Discount for one or more parts and categories listed in the Calculator. At the Contractor's discretion, the Proposal Price Discount may be applied to the purchase price only, the Rental price only, or both the purchase and Rental price. The Proposal Price Discount must be identified clearly by using the designated fields in the Calculator. The Proposal Price Discount for each part listed in the Calculator may vary in dollar amount or percentage amount for each proposal submitted provided the Base Price Discount does not conflict with requirements set forth in **Exhibit B**. The discounts provided in the Calculator for each Individual Opportunity will be the same itemized discount available to the Required User and Eligible User for new orders provided the new orders are expansion of capacity of the existing Configuration Type and remain within the scope of the Design Proposal for the duration of the CSA that sets forth the Design Proposal scope.

Contract 5.0 - PROCUREMENT OF PRODUCTS AND SERVICES

5.1 Orders

- 5.1.1 The CSA shall not be used to modify or circumvent terms and conditions of the Contract except as explicitly permitted in the Contract.

5.2 Additional Items

- 5.2.1 At the request of the Department or SUNCOM User the Contractor may include additional items that are not otherwise listed in the Calculator as value added for the purpose of individual orders with unique part requirements.
- 5.2.2 The sum of all additional items for each proposal may not exceed five percent (5%) of the total proposal.
- 5.2.3 Additional items prices may be listed in the Calculator (Miscellaneous tab) as individual line items and will be mutually exclusive to any other product or service listed in the Calculator.

5.3 Purchase of Standard Maintenance Agreements

- 5.3.1 Standard maintenance agreements must:
- 5.3.1.1 be assigned a unique part number and listed in the Calculator; and
 - 5.3.1.2 have a fixed price and fixed percentage discount listed in the Calculator; and
 - 5.3.1.3 provide coverage for a specific set of parts purchased from the Contract; and
 - 5.3.1.4 be limited in scope to preventative maintenance, break/fix repair or replacement of parts, software patches and updates, and technical support.
- 5.3.2 Eligible Users may purchase standard maintenance agreements provided the terms of the standard maintenance agreements do not conflict with the terms of the Contract.
- 5.3.3 The Contractor shall not offer or sell maintenance agreements to a Required User.

5.4 Rental of Products and Services

- 5.4.1 Only the Department CSA will be used to place a Rental order with the Contractor and authorize an Initial Rental Term; no other document will be required by the Contractor to accept a Rental order.
 - 5.4.2 The Department, the Contractor and SUNCOM User will foster conditions where SUNCOM Users have the most complete and transparent information possible to make comparisons between procurement options and competitive proposals.
 - 5.4.3 Upon expiration of the Initial Rental Term the Contractor will continue to provide the products and service set forth in the CSA on a recurring monthly term without increase in the monthly recurring price until a termination CSA is issued to stop the Rental, at which point the Contractor will continue to provide products and service through the termination date set forth in the termination CSA. The termination date provided shall be no less than 60 days from the issuance of the terminating CSA.
 - 5.4.4 Upon the termination of the Rental, the Contractor shall remove all Rental products from the SUNCOM User premise at no cost additional to the monthly service fees.
 - 5.4.5 The Contractor agrees that all SLAs set forth in this Contract will be valid during the Rental term authorized by each CSA and continue though the termination date set forth in the Rental termination CSA, provided the Department continues to pay the invoice associated with the Rental.
 - 5.4.6 The Initial Rental Term shall commence on Acceptance. The Rental will be invoiced on the first day of the month after the Acceptance of such Rental items.
- 5.5 Title
- 5.5.1 Purchase of Products and Services. The Department, Required User or Eligible User receives title to purchased products upon full payment to Contractor following SUNCOM User's Acceptance.
 - 5.5.2 Contractor will retain risk of loss on purchased products until Acceptance, provided that Customer:
 - 5.5.2.1 provides a secured and locked room for storage of products, access to which shall be restricted to authorized personnel; and
 - 5.5.2.2 assumes responsibility for acts or omissions by customers, its employees or agents (including improper storage) or any hazardous conditions (e.g., radiation or radioactive contamination).
 - 5.5.3 Rental of Products and Services. The Contractor shall retain the title to Rental equipment for the term of the Rental and at termination of the Rental term.
 - 5.5.4 Contractor will retain risk of loss on rented products for the entire duration of the Rental term, provided that Customer:
 - 5.5.4.1 provides a secured and locked room for storage of products, access to which shall be restricted to authorized personnel; and
 - 5.5.4.2 assumes responsibility for acts or omissions by customers, its employees or agents (including improper storage) or any hazardous conditions (e.g., radiation or radioactive contamination).

Contract 6.0 - SUNCOM MONTHLY SUPPORT AND SUNCOM VENDOR MANAGEMENT

- 6.1 SUNCOM Vendor Management combines several critical support functions into one option to enhance the availability of systems or components purchased or rented under the Contract.

SUNCOM Vendor Management is a critical component in overall quality and cost effectiveness of the statewide enterprise service. It includes, but is not limited to, change control, alert monitoring and data collection as well as the typical installation, System Turn-up Activities, end-site support and management.

- 6.2 The Contractor shall be responsible for proactively monitoring the overall health of all STEPS system components covered by SUNCOM Vendor Management.
- 6.3 The Contractor shall use a web interface to store SUNCOM User information such as contact numbers, site addresses, service and CSA detail, hours of operation, criteria for site access and other customer related data. The web interface must be accessible to the SUNCOM User with password protection and encryption of data that will traverse the public Internet.
- 6.4 SUNCOM Vendor Management for Purchase
 - 6.4.1 The Contractor shall provide SUNCOM Monthly Support and SUNCOM Vendor Management to all Required Users who purchase products and services from the Contractor and the Contractor shall not sell products and services to the Required User without the procurement of SUNCOM Monthly Support and SUNCOM Vendor Management.
 - 6.4.2 The Contractor shall offer SUNCOM Eligible Users who purchase products and services the option to purchase SUNCOM Monthly Support and SUNCOM Vendor Management, but these are not required for the purchase of products and services from the Contractor.
 - 6.4.3 The SLAs set forth in this Contract do not apply for purchase of products and service without the additional purchase of a subscription to SUNCOM Monthly Support and SUNCOM Vendor Management.
- 6.5 SUNCOM Monthly Support and SUNCOM Vendor Management for Rental
 - 6.5.1 SUNCOM Monthly Support and SUNCOM Vendor Management are required components for the Rental of products and services for both Required Users and Eligible Users.
- 6.6 Re-Location of Equipment
 - 6.6.1 The Contractor is responsible for relocation of all products and service if requested by the SUNCOM User that relocates to a different location, provided however, the Contractor has an active CSA to provide the SUNCOM User with SUNCOM Monthly Support.
 - 6.6.2 The relocation shall include secure un-installation, transportation and re-installation of the system at the location.
 - 6.6.3 The Department shall provide the Contractor with at least ninety (90) days advance notice when action is required by the Contractor to relocate products and service to a new physical address.
 - 6.6.4 The Contractor may invoice the SUNCOM User for actual labor required to complete the relocation in a manner satisfactory to the SUNCOM User. All labor rates invoiced shall be no more than rates established in the Calculator.
- 6.7 Network Operations Center (NOC) Requirements
 - 6.7.1 The Contractor is responsible for proactively monitoring all voice solutions covered by SUNCOM Monthly Support and SUNCOM Vendor Management for hardware failures, trunk side errors, line side errors, etc.

- 6.7.2 The Contractor will provide a NOC with adequate staff to answer calls from the Department or SUNCOM Users and provide SUNCOM Monthly Support and SUNCOM Vendor Management services twenty-four (24) hours a day, three hundred sixty-five (365) days a year.
- 6.7.3 The Contractor shall answer helpdesk and related support calls from the Department and SUNCOM Users with a live attendant. If the Contractor uses an automated response system to route the call to the appropriate live attendant, the Contractor shall provide an option for the caller to speak to a live attendant in less than thirty (30) seconds.
- 6.7.4 The Contractor will establish within the NOC an escalation process staffed with subject matter experts available to respond to SUNCOM Monthly Support and SUNCOM Vendor Management needs.
- 6.7.5 The Contractor will use the NOC to monitor SLAs and provide the Department with an enterprise view of all SUNCOM User products and services.
- 6.7.6 The Contractor will provide the Department with access to NOC tools, which will allow participation from the SUNCOM NOC for the purpose of quality assurance.
- 6.7.7 The Contractor shall provide to the Department read-only access to the Command Line Interface (CLI), graphical user interface (GUI) or Simple Network Management Protocol (SNMP) read-only access to all SUNCOM User equipment covered. This includes access to configuration, trunk and line statistics, system statistics, and any other service statistics.
- 6.7.8 NOC Attendant Obligations
- 6.7.8.1 Accept service incident requests from the Department or SUNCOM User by telephone request, web-based request, or e-mail request.
- 6.7.8.2 Open an incident ticket and track the progress of the incident until resolution.
- 6.7.8.3 Notify the SUNCOM NOC as set forth by SLA.
- 6.7.8.4 Assign NOC staff and dispatch staff as necessary to resolve the incident.
- 6.7.8.5 Provide the Department and SUNCOM User with regular status updates as set forth in **Exhibit D**.
- 6.7.8.6 Follow escalation procedures as set forth in **Exhibit D**.
- 6.7.8.7 Coordinate with the SUNCOM User to collect all information and test results required for resolution.
- 6.7.8.8 Upon resolution of the incident and approval by the initial caller or designated SUNCOM User representative the attendant shall close the ticket by documenting the current time, date and name of the person who approved the resolution.
- 6.7.9 SUNCOM User Obligations
- 6.7.9.1 Assign a point of contact (the "POC") to be the primary SUNCOM User representative to communicate with and report incidents to the NOC.
- 6.7.9.2 The POC will provide the NOC with POC's current contact information by telephone call or e-mail message.

- 6.7.9.3 Prior to submitting an incident request to the NOC, the POC will attempt to eliminate internal conditions that may be creating the incident.
- 6.7.10 The SUNCOM NOC shall participate in all System Turn-up Activities to ensure that the functionality of the delivered system complies with the SUNCOM User order.

Contract 7.0 - INVOICES

- 7.1 Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Department, Required User, or Eligible User is responsible for all payments under the Contract. The Department's, Required User's, or Eligible User's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to Required Users or Eligible Users.
- 7.2 Invoices for Rental products or SUNCOM Monthly Support and SUNCOM Vendor Management
- 7.2.1 Invoice Delivery.
- 7.2.1.1 The Contractor will submit to the Department a paper invoice or electronic data interchange ("EDI") invoice.
- 7.2.1.2 When submitted in EDI format, the Contractor shall adhere to the following requirements:
- 7.2.1.2.1. EDI delivery via file transfer protocol ("FTP") Electronic EDI File – ANSI X12 810/811 version 4010 Format with data level 9 detail.
- 7.2.1.2.2. Each invoice must be contained within the same beginning segment ("BIG Segment") of an invoice transaction set which identifies numbers and dates.
- 7.2.1.2.3. Remittance form including detail provided in section titled "Bill Data Requirements."
- 7.2.1.2.4. Bill Data Requirements.
- a. CSA number
 - b. Service order numbers
 - c. Account/sub-account numbers
 - d. Bill date
 - e. Install date
 - f. Bill remittance address
 - g. Summary record which includes payments applied since the last monthly bill (may be provided in an accounts receivable statement)
 - h. Adjustments (detailed information on all adjustments within the bill must be provided)
 - i. Subtotal of current charges (may be provided in an accounts receivable statement)
 - j. Net amount due

- k. Customer name
- l. Disconnect Date or Activity dates
- m. Fractional billing – charge/credit from date of installation or disconnection
- n. Billing description – based on the Calculator pricing
- o. Tariff or equipment codes

7.2.2 Invoice Cycle.

- 7.2.2.1 The Contractor shall provide a single invoice inclusive of all products and services for each active CSA's.
- 7.2.2.2 The Contractor shall not submit an invoice for products and services until said products and services have been delivered to the SUNCOM User and the SUNCOM User has given Acceptance.
- 7.2.2.3 The invoice cycle for this Contract shall be a maximum of one calendar month.
- 7.2.2.4 Invoices must be issued within the first ten (10) calendar days each month.
- 7.2.2.5 Products provided under Rental terms and any services that are provided by the Contractor during an invoice cycle shall be prorated based on the actual calendar days in current invoice cycle.

7.2.3 Invoice Dispute.

- 7.2.3.1 All invoice disputes arising from subcontractor invoices shall be the obligation of the Contractor to resolve. However, the Department and SUNCOM User shall provide the Contractor with assistance as may be reasonably required by the Contractor.
- 7.2.3.2 All invoice corrections for disputed line items will be submitted by the Contractor as an adjustment for each disputed line item.
- 7.2.3.3 Following resolution of the dispute, the Contractor shall have one billing cycle to provide the adjustment for each disputed line item.

7.3 Invoice for Purchases

- 7.3.1 Equipment purchases on the Contract shall be direct billed to the SUNCOM User using the MFMP.
- 7.3.2 Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.
- 7.3.3 At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Department, Required User, or Eligible User through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.
- 7.3.4 The Contractor shall provide to the Department's Contract Manager a quarterly report of all direct billed purchases.

Contract 8.0 - PROFESSIONAL SERVICES

8.1 Pre-order Services

8.1.1 The Contractor shall provide necessary professional services dealing with all aspects of procurement including, but not limited to, requirements discovery and assessments, engineering and system design, and development of the Design Proposal.

8.1.2 The Design Proposal shall address present and future growth requirements, current scale and scalability requirements, single site or multi-site location(s), and features or application requirements.

8.2 Post-order Services

8.2.1 The Contractor shall provide the project plans including, but not limited to, shipping, delivery, installations, cut-over, training, system performance testing and system acceptance.

8.2.2 The Contractor, at its sole discretion, may subcontract installation and configuration. The use of subcontractors in no way excludes the Contractor for all obligations of the Contract and the Contractor maintains sole responsibility for installation, integration, project management, and consulting.

8.2.3 The Contractor shall include the Department's NOC, service delivery and engineering staff in the entire deployment process set forth in this section.

8.3 Voice and Data Wiring Infrastructure

8.3.1 If made known to the Contractor during the Discovery Phase of a proposal that new voice or data wiring infrastructure is to be procured by method other than SUNCOM Telecommunications Infrastructure Project Service ("TIPS"), the Contractor shall immediately notify the Department Contract Manager identified in Section 14 of this Contract.

8.4 Installation Timeframe

8.4.1 The timeframe allowable for installations of all new voice systems shall be based on Configuration Types set forth in Section 8.4.2 below.

8.4.2 The maximum number of days to install a system with all features and functionality including all end points after receiving a CSA or MFMP order from a SUNCOM User are set forth below.

8.4.2.1 Configuration 1 30 calendar days

8.4.2.2 Configuration 2 45 calendar days

8.4.2.3 Configuration 3 75 calendar days

8.4.2.4 Configuration 4 90 calendar days

8.4.3 In the event that a Required User or Eligible User agrees to a timeframe different than set forth above, the alternative timeframe must be set forth in the SOW.

8.4.4 The SLA set forth in Exhibit C will apply if the voice system is not operational, provided that delays are not a result of SUNCOM User's actions or SUNCOM User's operational environment.

8.4.5 When the SUNCOM User's desired system installation date falls outside Installation Timeframe set forth above, an alternate Installation Timeframe must be mutually agreed upon and set forth in Design Proposal attached to the CSA authorizing the procurement of products or services.

8.5 Performance Period

- 8.5.1 Upon system delivery, installation, programming and cutover the SUNCOM User will conduct a system inspection to ensure that all products and services have been received.
- 8.5.2 The Contractor will contact the SUNCOM NOC to indicate the start of the performance period.
- 8.5.3 Upon ten (10) calendar days of successful operation without service interruption and with written authorization from the SUNCOM NOC the performance period will conclude.
- 8.5.4 Upon conclusion of the performance period as set forth above, the Contractor shall complete the Certified System Inspection Checklist, attached hereto as Exhibit E, and obtain the SUNCOM User written approval of the completion of the performance period.
- 8.5.5 An approved Certified System Inspection Checklist is the final Acceptance of the products and services.
- 8.5.6 The Department shall attach the Certified System Inspection Checklist to the closed CSA.
- 8.5.7 Upon the close of the CSA, the Contractor shall submit an invoice to the Department or, if direct billed, to the SUNCOM User.
- 8.5.8 If during the performance period a malfunction or service interruption occurs, the Contractor shall remedy the problem.
- 8.5.9 Upon remedy of each critical incident of malfunction or service interruption, the performance period will restart the ten (10) calendar day period.
- 8.5.10 If a successful performance period cannot be accomplished within thirty (30) consecutive calendar days after the system cutover, the SUNCOM User may rescind the order and the Contractor shall remove all products and services from the SUNCOM User premises.

8.6 Non-business hour work

- 8.6.1 Unless otherwise specified on each CSA, the Department business hours are 8:00 am to 5:00 pm on Monday through Friday, excluding State of Florida observed holidays.
- 8.6.2 The Calculator pricing for professional services applies to both business hour work and non-business hour work.
- 8.6.3 The Contractor may not charge additional fees for work performed during non-business hours.
- 8.6.4 The Contractor agrees to work during the business hours and non-business hours as set forth in installation schedule attached to the CSA for each order.

Contract 9.0 - OPERATIONAL PROCEDURES

9.1 Rules of Engagement

- 9.1.1 The Contractor shall follow these "Rules of Engagement" in this Section 9.1 while conducting STEPS business with SUNCOM Users. The Contractor may present any of its products and services available under this Contract to a SUNCOM User, at the SUNCOM User's request, or as directed by the Department. As requested, the

- Contractor shall assist the SUNCOM User in the development of the SUNCOM User's project objective.
- 9.1.2 If a Contractor schedules or will attend a meeting with a SUNCOM User in reference to STEPS services, the Contractor shall notify the Department prior to the meeting. Additionally, the Contractor will keep the Department reasonably informed of communications and correspondence with the customer pertaining to STEPS.
- 9.1.3 The Contractor shall develop a Design Proposal based on the SUNCOM User's business objective.
- 9.2 The Design Proposal shall include, at a minimum, the following:
- 9.2.1 Cover letter
 - 9.2.2 Executive summary
 - 9.2.3 Customer's project objective
 - 9.2.4 Site list and/or phase plan, if more than one site or multiple phases
 - 9.2.5 Contact list
 - 9.2.6 Solution overview which meets the SUNCOM User objective
 - 9.2.7 Supporting technical diagrams
 - 9.2.8 System components and services
 - 9.2.9 Other hardware and software (out of the scope of the contract)
 - 9.2.10 General statement of work and system implementation narrative
 - 9.2.11 Out of scope SUNCOM User change request process, if any
 - 9.2.12 Installation Check List and Acceptance Document blank form
 - 9.2.13 Training plan, if applicable
 - 9.2.14 If the solution includes third party applications, similar information including the detailed breakdown of the professional services shall be included.
- 9.3 The Design Proposal shall be submitted to the SUNCOM User and the Department for review and approval prior to the submittal of a CSA to authorize the purchase or Rental. The Department review shall verify that the Design Proposal meets the Contract requirements and that the BOM is justified. The Department shall reconcile the technical solution with the SUNCOM User's business objective to optimize cost and functionality. The BOM and professional services shall contain the minimum hardware and labor (task and hours) necessary to accomplish the Design Proposal. Once the Design Proposal has been reviewed and approved by the SUNCOM User and the Department, a CSA shall be issued to the selected Contractor which authorizes that Contractor to proceed with the work.
- 9.4 The Contractor shall maintain a pending order list ("POL") for all active CSAs issued to the Contractor by the Department with each having a unique line entry. When the Contractor receives a new order CSA or closes out an existing CSA, the Contractor shall update the POL and communicate the latest POL version to the Department (NOC, Service Operations, and Invoicing) within ten (10) business days of receiving the new CSA or closure of an existing CSA.
- 9.5 Each line entry listing within the POL shall include, but is not limited to:
- 9.5.1 Contractor name and primary point of contact
 - 9.5.2 CSA issue date
 - 9.5.3 CSA number, as provided by the Department
 - 9.5.4 SUNCOM User name
 - 9.5.5 Installation site list
 - 9.5.6 Configuration Type

- 9.5.7 Procurement method – purchase or rent
- 9.5.8 Rental term
- 9.5.9 Description of special applications
- 9.5.10 Installation start date
- 9.5.11 System cutover date
- 9.5.12 Estimated in-service/invoice commencement date
- 9.5.13 Additional information needed for the SUNCOM NOC to monitor the system installation process.

Contract 10.0 FLORIDA STATE AND LOCAL PUBLIC SAFETY PRIORITY

- 10.1 In the event of a major service outage that results in a Contractor resource limitation, the Contractor shall give priority to the restoration of service to SUNCOM Users classified as public safety agencies below.
- 10.2 The SUNCOM Users listed below are classified as public safety agencies.
 - 10.2.1 FDLE – Florida Department of Law Enforcement
 - 10.2.2 DHSMV / FHP – Department of Highway Safety and Motor Vehicles – Florida Highway Patrol
 - 10.2.3 FIN – Florida Interoperability Network
 - 10.2.4 DOT – Law Enforcement - Department of Transportation
 - 10.2.5 DEM – Division of Emergency Management
 - 10.2.6 DMA – Department of Military Affairs
 - 10.2.7 FWC – Law Enforcement – Fish Wildlife Commission
 - 10.2.8 DEP – Law Enforcement – Department of Environmental Protection
 - 10.2.9 Local police departments and sheriff’s offices
 - 10.2.10 OAG – Office of the Attorney General
- 10.3 The Contractor will consult with the SUNCOM NOC if a conflict exists for restoration of service as set forth above.
- 10.4 The Department reserves the right to alter the priority of restoration of service and will notify the Contractor by a call from the SUNCOM NOC to the Contractor’s NOC.
- 10.5 The SUNCOM NOC may escalate an incident by calling the Contractor’s NOC and speaking directly to the service manager.
- 10.6 A request for escalation will include the incident number assigned by the Contractor’s NOC and the purpose of the escalation.

Contract 11.0 - DEPARTMENT STAFF TRAINING

- 11.1 The Contractor shall provide, on an annual basis and during the Contract Term at no additional cost, technical training on communications topics requested by the Department.
- 11.2 At the Department’s sole discretion, SUNCOM Users shall be invited to attend such training classes in Tallahassee, Florida or other locations in the State.
- 11.3 The formula to determine the value of training the Contractors shall provide is as follows: for every dollar of business earned by the Contractor will provide 2% for training per year up to a maximum of \$25,000.00. Upon mutual agreement of the Parties, this training shall be provided

by the Contractor or by a third party specializing in a particular area of interest that is related to the Contract.

Contract 12.0 – GENERAL CONDITIONS

- 12.1 Purchase Orders. In contracts where commodities or services are ordered by the Department, Required User, or Eligible User via purchase order (also referred to as MFMP orders), Contractor shall not deliver or furnish products until the Department, Required User, or Eligible User transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Department, Required User, or Eligible User directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Department, Required User, or Eligible User. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. The Department, Required User, or Eligible User shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.
- 12.2 Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Department, Required User, or Eligible User specifically requests in writing an earlier model or version and the Contractor is willing to provide such model or version.
- 12.3 Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.
- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. The Department, Required User, or Eligible User should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. The Department, Required User, or Eligible User shall document their files accordingly.
- (b) Best Pricing Offer. During the Contract Term, if the Department, Required User, or Eligible User becomes aware of better pricing offered by the Contractor to other similar governmental (or education) customers within the State of Florida ("Comparison Customer") for substantially the same or a similar terms of the Contract, in addition to all other remedies available to the State of Florida by law, at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.
- (c) Sales Promotions. In addition to decreasing prices for the balance of the Contract Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to the Department, Required Users, and Eligible Users. Upon approval, the Contractor shall provide conspicuous notice of the promotion.
- (d) Trade-In. The Contractor may not offer trade-in price discount as consideration for the procurement of products and services. One-time Proposal Price Discounts are permissible as part of the Calculator pricing which shall not include a trade-in discount.

- (e) Equitable Adjustment. The Department, Required User, or Eligible User may, with the consent of the Contractor, make an equitable adjustment in the Contract or CSA terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace.
- 12.4 Additional Quantities. For a period not exceeding ninety (90) days from the date of solicitation award, the Department, Required User, or Eligible User reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.
- 12.5 Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain the Department's, Required User's, or Eligible User's property.
- 12.6 Inspection at Contractor's Site. The Department, Required User, or Eligible User reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.
- 12.7 Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.
- 12.8 Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
- 12.9 Literature. Upon request, the Contractor shall provide access to, at no cost, literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.
- 12.10 Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Department, Required User, or Eligible User places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Department, Required User, or Eligible User of any potential delivery delays. Evidence of inability or intentional delays shall be cause for CSA or purchase order cancellation and Contractor suspension.
- 12.11 Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the

appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with the Department, Required User, or Eligible User and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

- 12.12 Risk of Loss. Matters of inspection and acceptance are addressed in section 215.422, Florida Statute Risk of Loss will be assumed by the relevant party in accordance with Section 5.5.2. If the Risk of Loss remains with the Contractor, the Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Department, Required User, or Eligible User shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When the Department, Required User, or Eligible User rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Department, Required User, or Eligible User shall have the right to dispose of it as its own property. Contractor shall reimburse the Department, Required User, or Eligible User for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

- 12.13 Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering procurement costs from the Contractor in addition to all outstanding fees. CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.

- 12.14 Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Department, Required User, or Eligible User in the special contract conditions section of the solicitation or in the Contract or purchase order.
- 12.15 Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Department, Required User, or Eligible User in writing, indicating the specific restriction. The Department, Required User, or Eligible User reserves the right and the complete discretion to accept any such alteration or to cancel the Contract or the CSA or Purchase Order at no further expense to the Department, Required User, or Eligible User.
- 12.16 Lobbying and Integrity. The Department, Required User, or Eligible User shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Department's, Required User's, or Eligible User's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.
- 12.17 Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, Required User, or Eligible User, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any

loss or damages proximately caused by the negligent act or omission of the State or a Department, Required User, or Eligible User.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and the Department, Required User, or Eligible User from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to claims based on: (i) a Product that has been modified by someone other than the Contractor; (ii) a Product that has been modified by the Contractor in accordance with Customer-provided specifications or instructions; (iii) the amount or duration of use which the Department makes of the Product, revenue earned by the Department from services it provides that use the Product, or services offered by the Department to external or internal Customers; or (iv) combination, operation, or use of a Product with non-Contractor products, software or business processes.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Department, Required User, or Eligible User the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Department, Required User, or Eligible User the right to continue using the product, the Contractor shall remove the product and refund the Department, Required User, or Eligible User the amounts paid in excess of a reasonable rental for past use. The Department, Required User, or Eligible User shall not be liable for any royalties.

The Contractor's obligations under the preceding three paragraphs with respect to any legal action are contingent upon the State or the Department, Required User, or Eligible User giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense, including providing all information reasonably necessary. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or the Department, Required User, or Eligible User in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

- 12.18 **Limitation of Liability.** For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and the Department, Required User, and Eligible User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

Breaches of software licenses, export control laws and confidentiality provisions are considered direct damages under this agreement.

- 12.19 Suspension of Work. The Department may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. Also, the Department, Required User, or Eligible User may, in its sole discretion suspend any or all activities under a CSA or Purchase Order, at any time, when in the best interests of the State to do so. The Department, Required User, or Eligible User shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Department, Required User, or Eligible User shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order, as appropriate. Suspension of work shall not entitle the Contractor to any additional compensation.
- 12.20 Termination for Convenience. The Department, by written notice to the Contractor, may terminate the Contract in whole or in part when the Department determines in its sole discretion that it is in the State's interest to do so. Also, Department, Required User, or Eligible User, by written notice to the Contractor, may terminate their CSAs, not including Rental CSAs, or Purchase Order in whole or in part when the Department, Required User, or Eligible User determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 12.21 Termination for Cause. The Department may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. Additionally, the Department, Required User, or Eligible User may terminate their CSA's or Purchase Orders if the Contractor fails to (1) deliver the product within the time specified in the CSA or Purchase Order or any extension, (2) maintain adequate progress, thus endangering performance of the CSA or Purchase Order, (3) honor any term of the Contract or CSA or Purchase Order, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract or CSA or Purchase Order arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the

convenience of the Customer. The rights and remedies of the Department, Required User, or Eligible User in this clause are in addition to any other rights and remedies provided by law or under the Contract.

- 12.22 Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Department, Required User, or Eligible User. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Department, Required User, or Eligible User for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Department, Required User, or Eligible User determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to the Department, Required User, or Eligible User, in which case the Department, Required User, or Eligible User may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to the Department, Required User, or Eligible User with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, (3) terminate the Contract in whole or in part, or (4) the Department, Required User, or Eligible User may choose to work with the Contractor to come to an equitable solution.
- 12.23 Changes. The Department, Required User, or Eligible User may, with the consent of the Contractor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. If no agreement can be made, the Department, Required User, or Eligible User may terminate for convenience pursuant to Section 12.20 of this Contract.
- 12.24 Renewal. Upon mutual agreement, the Department, Required User, or Eligible User and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both Parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

12.25 Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

12.26 Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Department, Required User, or Eligible User, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Department, Required User, or Eligible User or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Department, Required User, or Eligible User in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representatives.

12.27 Assignment. Upon submission and approval of any statutorily required novation or assignment requests, Contractor may assign the Contract and any order under the agreement to any of its affiliated entities or to any entity which the Contractor may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. However, in the event an assignment if the Department, Required User, or Eligible User decides to terminate the Agreement in accordance with Section 12.20 of this Contract, the Contractor shall continue to provide services under the Agreement for a period of at least ninety (90) after the assignment. The Department, Required User, or Eligible User may

assign the Contract with prior written notice to Contractor of its intent to do so. Any other assignment of the Agreement or any rights or obligations under the Contract without the express written consent of the other party will be invalid. The Contractor may subcontract any of their rights under this Contract. However, any subcontractor who provides for products for Rental, SUNCOM monthly support, and SUNCOM vendor management must be approved by the Department in writing prior to providing these services.

12.28 Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

12.29 Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Department's, Required User's, or Eligible User's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Department's, Required User's, or Eligible User's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the Parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the Parties waive any right to jury trial.

12.30 Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Department, Required User, or Eligible User and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Department's, Required User's, or Eligible User's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

Notwithstanding the requirements above, a Contractor may satisfy this section by submitting to the background checks only when it is required by law.

12.31 Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and the Department, Required User, or Eligible User in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to,

security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or the Department's, Required User's, or Eligible User's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

- 12.32 Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.
- 12.33 Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.
- 12.34 Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.
- 12.35 Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.
- 12.36 Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Department, Required User, or Eligible User. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.
- 12.37 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency

insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

- 12.38 Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.
- 12.39 Modification of Terms. The Contract contains all the terms and conditions agreed upon by the Parties, which terms and conditions shall govern all transactions between the Department, Required User, or Eligible User and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Department and the Contractor. No oral agreements or representations shall be valid or binding upon the Department, Required User, or Eligible User or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Department, Required User, or Eligible User. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. However, this section shall not apply to any third-party terms affixed to third-party products.
- The Department's, Required User's, or Eligible User's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.
- However, End User Software License Agreements shall be applicable to the Department, Required User, or Eligible User to the extent that they do not conflict with any of the terms of the Contract.
- 12.40 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Department, non-Required User, and non-Eligible User purchases are independent of the agreement between the Department, Required User, or Eligible User and Contractor, and the Department, Required User, or Eligible User shall not be a party to any transaction between the Contractor and any other purchaser.
- State agencies wishing to make purchases from this agreement are required to follow the provisions of section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.
- 12.41 Waiver. The delay or failure by the Department, Required User, or Eligible User or the Contractor to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Department's, Required User's, or Eligible User's or Contractor's right

thereafter to enforce those rights, respectively, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

- 12.42 Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.
- 12.43 Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 12.44 Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.
- 12.45 Statutory Requirement. Where applicable, the requirements of subparagraphs Florida Statutes 287.058(1)(a) through (f) are hereby incorporated.

Contract 13.0 – SPECIAL CONDITIONS

13.1 Purchasing Card Program.

The State of Florida has implemented a purchasing card program, using the Visa platform ("P-card"). Contractor may receive payment from Required Users or Eligible Users by the purchasing card in the same manner as other Visa purchases. Visa acceptance for purchase is mandatory but is not the exclusive method of payment.

13.2 Instructions and Maintenance Manual.

At Acceptance, Contractor shall be required to furnish or provide electronic access to the SUNCOM User the instruction manual and maintenance manual for each part ordered. Bulletins, revisions, and corrections shall be provided for each system purchased, as they are issued by the manufacturer. Each instruction and maintenance manual shall contain definitions of terms, definition of equipment, equipment capabilities, technical descriptions of equipment operations, description of malfunction identifications, trouble shooting procedures and detailed schematic and use instructions.

13.3 Contract Reporting Requirements.

13.3.1 The Contractor shall submit to the Department the reports set forth below.

13.3.2 Quarterly sales report. Total dollar value of sales shall be identified by the categories set forth below with subtotals for each category:

- a. Purchase or Rental
- b. Required User or Eligible User
- c. Configuration Type
- d. Customer name

13.3.3 Minority, Women, Small and Service Disabled-Veteran Owned Businesses ("CWMBE") report. Total spending with certified and other minority business enterprises directly related to transactions under the Contract shall be reported. Reports must include the period covered, the name, minority code and Federal Employer Identification Number of each CWMBE utilized during the period, commodities and services provided by the CWMBE, and the amount paid to each CWMBE on behalf of each Required User or Eligible User ordering under the terms of the Contract.

13.3.4 Each report shall include a header with information describing the report data such as reporting period, report date, Contractor's name and other descriptive information deemed appropriate by the Contractor.

- 13.3.5 The quarterly reporting period will correspond to the state fiscal year.
- 13.3.6 Each report shall be submitted to the Contract Manager identified in Section 13 of this Contract no later than twenty (20) business days following the end of each reporting period.
- 13.3.7 Submission of these reports is considered a material requirement of this Contract and the Contractor shall do so without prompting or notification by the Department.

13.4 Business Review Meetings.

In order to maintain the partnership between the Department and the Contractor, the Department may request a business review meeting monthly, or quarterly at a minimum. The business review meeting may involve, but is not limited to, the following:

- a. Review of Contractor's performance
- b. Review of minimum required reports
- c. Review of continuous improvement plans

The Department encourages the Contractor to identify opportunities to lower costs.

13.5 Contractor's State Contract Website.

This Contract is a public document. The Department has a website used to display State Term Contracts and product information to Eligible Users and other interested entities. The Contractor shall, develop and maintain their own State of Florida website to post approved and required Contract information, which shall include pricing, percentage discounts, terms, catalogs, ordering instructions, and descriptive information. The Contractor's website must maintain compatibility with the browser software being used by the Department, currently Internet Explorer 8.0 or higher. Contractor is responsible for any and all costs associated with maintaining the Contractor's website. The website must have the following required items:

- a. Accurate Contract pricing and items;
- b. Detailed item descriptions, model numbers, etc.
- c. Searchable text capabilities;
- d. Information to access product literature of awarded items;
- e. Links to the Contractor's home page, the history of the company, etc;
- f. Additional links to access technical product literature of awarded items;
- g. Authorized servicing dealers with current contact information;
- h. Offer as many photos as possible of awarded products; and
- j. Indicators of recycled product and minority manufactured products when possible.

Contract 14.0 - AUTHORIZED REPRESENTATIVES

14.1 Contract Administrator

14.1.1 The Department employee who is primarily responsible for maintaining the Contract administration file shall be as follows:

Christina Espinosa
Departmental Purchasing
Department of Management Services
4050 Esplanade Way, Suite 380.9z
Tallahassee, FL 32399-0950.
Telephone: (850) 410-2404

E-mail: christina.espinosa@dms.myflorida.com

14.1.2 The Department may appoint a different Contract Administrator, which shall not constitute a need to amend the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Administrator.

14.2 Contract Manager

14.2.1 The Department employee who is primarily responsible for overseeing the Contractor's performance of its duties and obligations pursuant to the terms of this Contract shall be as follows:

Greg Prescott
Division of Telecommunications
Department of Management Services
4030 Esplanade Way, Suite 235
Tallahassee, Florida 32399-0950
Telephone: (850) 850-414-7353
E-mail: greg.prescott@dms.myflorida.com

14.2.2 The Department may appoint a different Contract Manager, which shall not constitute a need to amend the Contract, by sending written notice to Contractor. Any communication to the Department relating to the Contract shall be addressed to the Contract Manager.

14.3 Contractor's Representative

Melissa Myers
Siemens Enterprise Communications, Inc.
1881 Campus Commons Drive
Reston, VA 20191
(703) 262-8925
melissa.myers@siemens-enterprise.com

Contract 15.0 - MISCELLANEOUS

15.1 E-Verify Employment Eligibility Verification

Pursuant to State of Florida Executive Orders Nos.: 11-02 and 11-116, Contractor is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by Contractor during the Contract Term. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract Term.

15.2 E-Rate

The Schools and Libraries Program of the federal Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC), through its Schools and Libraries Division (SLD), under the direction of the Federal Communications Commission (FCC). The program provides discounts to assist most schools and libraries in the

United States to obtain affordable eligible telecommunications, Internet access, and internal connections. SUNCOM Users who have applied for E-Rate funding for eligible services and equipment from Contractor are referred to herein as "E-Rate SUNCOM Clients."

If the Contractor's authorized resellers or authorized dealers will provide one or more of the Contractor's requirements set forth in this Contract, that authorized reseller or authorized dealer will assume the obligations of the Contractor for this section. In that event, the Contractor will ensure that the authorized reseller or authorized dealer is in compliance with the obligations of this section.

Contractor, to be eligible to provide services to E-Rate SUNCOM Client under this Contract, must have obtained or applied to obtain a Service Provider Identification Number (SPIN) from USAC prior to execution of the Contract and shall provide relevant SPIN(s) to the Department. Contractor, to be eligible to provide services to E-Rate SUNCOM Client under this Contract, also is required to submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with E-Rate rules and regulations. Contractor shall maintain eligibility as an E-Rate Service Provider under FCC rules and shall avoid being placed on "Red Light status" by the FCC for the duration of the Contract to be eligible to provide services to E-Rate SUNCOM Client under this Contract.

During the term of the Contract on those projects for which E-Rate rules and regulations apply, Contractor shall be required to take all appropriate action to provide services in compliance with the terms and conditions of the Contract and E-Rate rules and regulations. If Contractor becomes ineligible as an E-Rate Service Provider during the term of the Contract or becomes unwilling or unable to provide E-Rate eligible services in compliance with the Contract and E-Rate rules and regulations, the Department and its E-Rate SUNCOM Clients shall seek to change Contractors and, if applicable, seek substitute services in accordance with applicable E-Rate rules and procedures with respect to any on-going E-Rate eligible projects for the affected E-Rate SUNCOM Clients. If during the term of the Contract, due to circumstances within Contractor's control, Contractor becomes ineligible as an E-Rate Service Provider, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Contract, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, the following shall apply with respect to any on-going E-Rate eligible projects:

- A. Contractor shall be liable for the actual direct damages incurred by the Department and any affected E-Rate SUNCOM Client that has complied with applicable E-Rate rules and regulations as described in paragraphs A.1 and A.2 below, subject to the limitations set forth in Section 12.18.
 - 1. In the event that the Department and its E-Rate SUNCOM Clients change Contractors and seek substitute services pursuant to the above paragraph, direct damages shall include but not be limited to any amounts paid to the substituted Contractor above Contractor's price under this Contract for the terminated services. Contractor shall continue to provide the affected services to the Department and any affected E-Rate SUNCOM Clients until such time as the Department and any affected E-Rate SUNCOM Clients obtain substitute services as set forth above (Transition Period). In the event the Department or such E-Rate SUNCOM Clients are unable to obtain USAC approval to change to a new provider and such USAC denial is a result of the Contractor's actions not being an eligible reason for approving a change of service providers under E-Rate

rules, Contractor will be liable for the amount of E-Rate funding forfeited as a result.

2. If Contractor's violation of the E-Rate rules and regulations is the reason for E-Rate SUNCOM Clients' loss or forfeiture of E-Rate funding, in whole or in part, the value of the lost funding associated with Contractor violation will be considered direct damage under this subparagraph A.

For purposes of clarification and to avoid confusion, the Department will not hold Contractor responsible and Contractor will not be liable pursuant to subparagraph A above, if Contractor becomes ineligible as an E-Rate provider during the term of the Contract, becomes unwilling or unable to provide E-Rate eligible services in compliance with E-Rate rules and regulations or the Contract, or violates E-Rate rules and regulations in a way that causes USAC to deny E-Rate SUNCOM Clients funding in whole or in part, due to circumstances that are determined to be beyond Contractor's control.

- B.** Invoicing. The Department acknowledges that it has posted an E-Rate Form 470 in connection with the procurement, which is a prerequisite to E-Rate eligible entities utilizing the Contract awarded as a result of the procurement as the basis of E-Rate funding applications. Additionally, the Department acknowledges that some E-Rate SUNCOM Clients may be eligible and apply for discounts under E-Rate. Both Contractor and the Department agree that:

1. E-Rate has specific rules and regulations regarding the manner in which USAC and SLD approve funding requests, are presented billing and conducts audits in connections with funding under the E-Rate program; and
2. In order to ensure that the billing mechanisms and processes established pursuant to this Contract with respect to the applications of E-Rate SUNCOM Clients for discounts under the E-Rate program are in compliance with the E-Rate program requirements and regulations, the duties and responsibilities of each party are set forth in Section 7.0 of the Contract.

Contractor will provide such assistance as the Department and E-Rate SUNCOM Clients deem reasonable with respect to information needed to accurately and timely complete E-Rate forms and respond to USAC inquiries regarding the equipment and services provided herein. However, both Parties agree that Contractor shall not be deemed a consultant of the Department or E-Rate SUNCOM Clients.

15.3 Scrutinized Companies List

In executing this Contract, Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statute, Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

15.4 Survival of Obligations

Rights and obligations under the Contract, which by their nature should survive, including, but not limited to any and all payment obligations invoiced or CSA's entered into prior to the termination or expiration of the Contract, will remain in effect until the obligations are satisfied or until after termination or expiration of the CSA.

15.5 Event of Dispute

This Contract sets forth the entire understanding of the Parties. The following documents are not incorporated by reference as part of this Contract and none of terms and conditions of those documents shall be applicable unless specifically stated or adopted in this Contract. However, in the case of an ambiguity which requires extrinsic evidence to determine the intent of the Parties, the following documents shall have priority in the order set forth below:

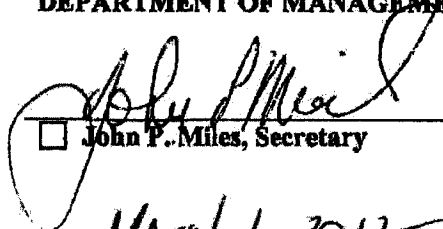
- 15.4.1 The Contract
- 15.4.2 ITN Number 6-730-000-Y, ITN Addendums, Amendments to the ITN
- 15.4.3 Contractor's response to ITN Number 6-730-000-Y
- 15.4.4 General Contract Conditions (PUR 1000)
- 15.4.5 General Instruction to Respondents (PUR 1001)

[End of Text This Page]

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized officers as of the dates signed below.

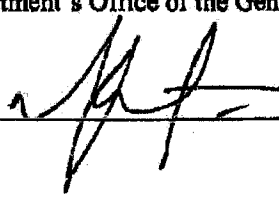
**STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES**

Approved as to form and legality by the
Department's Office of the General Counsel



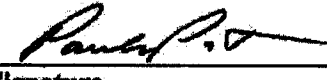
 John P. Miles, Secretary

March 1, 2012
Date



2/29/12
Date

Siemens Enterprise Communications, Inc.



Signature

Paul C. Pastro
Director, Business Administration

February 27, 2012
Date

Exhibit A - TECHNICAL SPECIFICATIONS

- 1.1 The Department intends to provide a turnkey service to enable Customers the option to purchase equipment, or rent voice edge equipment. Proposals must include design, delivery, installation, cutover, performance verification, maintenance, and training for each voice solution ordered. Required Users are obligated to purchase Vendor Management and Eligible Users may purchase Vendor Management or choose to manage it in-house. A turnkey service utilizing open source voice platform components shall be considered if it offers all required functionality including service support.
- 1.2 Service Description
 - 1.2.1 This new voice telecommunications service shall be referred to as SUNCOM Telephony Equipment Premises Service (STEPS). It is a comprehensive solution providing eligible Customers the option to select from a suite of premises-based voice system services.
 - 1.2.2 Capacity of the voice system will be measured in terms of the number of stations required. Contractor shall provision each voice system configuration with an additional 5% per year of capacity to accommodate growth.
- 1.3 The Configuration Types and System Capacity are set forth in Diagram 1 below.
- 1.4 System Technical Requirements:
 - 1.4.1 The voice systems awarded under this contract shall be pure VoIP systems or hybrid system capable of connecting digital, analog, or IP stations. All systems shall provide non-blocking simultaneous voice and data switching and transmission.
 - 1.4.2 Voice system equipment should include the following as part of the baseline service.
 - 1.4.2.1 System Power Protection: The system shall include a power line surge protector, central office telephone service surge protectors, and inter-building cable surge protectors to protect Customer personnel and prevent equipment damage. Systems should protect against loss resulting from voltage and current surges superimposed upon the commercial power line and all telephone line circuits by lightning strikes, commercial power faults, and power line to telephone line faults.
 - 1.4.2.2 Voice Equipment Power Protection: All voice equipment shall be accompanied with an appropriate power conditioner and Uninterruptible Power Supply (UPS) capable of providing a minimum of 10 minutes power in the event of a brief failure.
 - 1.4.2.3 Administrative Equipment: This equipment shall provide tools which enable the Customer to perform Customer Administrator functions or Remote Administration functions. Additional equipment does not have to be bid if equipment comprising the baseline system can be used for administrative functions however, it must possible perform the administrative functions in a room other than where the switch is located. In addition to a local administrative terminal, Contractor shall propose a web based XML interface for administration of the system and instrument configuration. English language prompts shall be provided to input commands and/or receive responses during administrative procedures. The administrative console shall contain all the necessary controls, indicators, and displays necessary for administration. It shall be possible to command the system to print out a listing of all station numbers which shall include the characteristics of the station such as digital, analog, virtual

number, etc. In addition, it shall be possible for the Customer to record the following information associated with each extension number:

- a. Building designator: Minimum of one character
- b. Room number: Minimum of three characters
- c. Agency: Minimum of six characters
- d. Individual's name: Minimum of ten characters
- e. Direct Inward Dial (DID) number transmitted when 9-1-1 or 9-9-1-1 call is made (Minimum of ten characters). This must function regardless of station types.
- f. Malicious Call Tracing

1.4.2.4 Direct Digital Interface (T-1/Primary Rate Interface —PRI) Equipment: This feature provides a means of converting a group of up to twenty-four (24) trunk circuits into a DS-1 signal level for direct connection to a T1 span provided by the regulated telephone or other common carrier at the demarcation point. The system shall be capable of connecting to at least two (2) T1 span lines. Both Master and Slave operation are required.

1.4.2.5 Intercept Announcer Equipment: This equipment shall provide a recorded announcement for DID Intercept. The equipment shall provide a single trunk route channel for Configurations extra small, small and medium and two (2) trunk route channels for Configurations large. The equipment shall provide a single announcement channel for Configurations extra small, small and medium and two (2) announcement channels for simultaneous announcing for Configurations large. Each announcement channel shall provide an announcement with duration of at least 12 seconds. The equipment shall enable the Customer to enter, check, erase and re-enter a new announcement. This equipment start/stop operation shall be under control of the DID Intercept to Recorder operational service feature. The response shall specify the size of the equipment and the maximum distance the equipment can be located from the switch.

1.4.2.6 Music-On-Hold Interface Equipment: This equipment and wiring shall enable the Customer provided music system to be accessed by the communications server switch when an outside call is placed on hold. The response shall specify the equipment to be provided.

1.4.2.7 Remote Administration Interface Equipment: This on-site equipment and wiring shall enable the Contractor and the Customer to perform administrative functions on the switch from a contractor provided remote center by one or more of the following: a) direct-inward-dialing, b) dialing the attendant, c) dialing a line directly connected to a modem or d) via Local Area Network / Wide Area Network (LAN/WAN) web-based access. The response shall specify the equipment to be provided. The communication server shall provide a capability for the Customer to store a required password which shall consist of at least eight (8) alpha numeric characters. Any attempt to gain access to the maintenance and administration feature shall require entry of the password. In addition, sequential entry attempts of invalid passwords exceeding three tries in any five minute period shall cause this feature to "lock up" and not accept any more entry attempts until a reset button on the communications server has been activated. A visual alarm shall illuminate if such an event has occurred. There shall be no other way to gain access to this feature except through the password, i.e. there shall be no bypass methods supposedly known only to technicians.

- 1.4.2.8 Remote Testing Interface Equipment: The proposed system shall enable the Contractor to perform remote testing of the switch from a contractor provided remote center by one or more of the following: a) direct-inward-dialing, b) dialing the attendant, c) dialing a line directly connected to a modem or d) via LAN/WAN web-based access. Remote testing should be performed during non-business hours if interference with switch operation will occur.
- 1.4.2.9 Audio Conference Terminal Unit: This equipment and wiring shall enable the Customer to make, receive, and conduct conference calls in meeting rooms. The response shall specify the equipment to be provided. The equipment shall be equipped with necessary echo cancellers and filters to prevent clippings and echoes.
- 1.4.2.10 Traffic Measurement Recording Equipment: This equipment shall print out the traffic data collected by a Traffic Measurement service feature under control of the administrative equipment. It shall be possible to use this equipment from a room other than where the switch is located. The response shall specify the equipment to be provided and the maximum distance the equipment can be located from the switch. It shall be possible to print out the hour by hour traffic in centi-call second (CCS) on individual trunks without changing the configuration of any trunk group. The communications server shall also be capable of printing out the hour by hour traffic on any trunk group. The system shall be capable of accumulating traffic data over a 24 hour period (either single trunks or trunk groups) and printing it out either on site or remotely.
- 1.4.2.11 Automatic Trunk Testing Equipment: This equipment shall be capable of onsite testing. It shall also offer the ability to remotely test the signaling integrity and transmission quality of the trunking facilities provided by the regulated telephone company and other common carriers. The equipment shall generate and print test reports.
- 1.4.2.12 Session Initiation Protocol (SIP) Gateway: The SIP Gateway shall offer the Customer a single platform for transporting Voice over Internet Protocol (VoIP) media between IP networks and the Public Switched Telephone Network (PSTN). For each of the Configuration Types 1-4, the response must list the SIP Gateway design used to meet the trunk capacity. SIP Gateways shall support T1 PRI standards.
- 1.4.2.13 Power specifications: Power specifications shall be specified and documented for all systems involved in providing the voice service. Customers must be able to utilize this document to provide the correct power service to all systems.
- 1.4.2.14 Voice System Infrastructure: All Main Distribution Frame (MDF) wire, cabling, and hardware such as connecting blocks, Telco Network Demarcation Point Plugs, etc shall be provided by the Contractor in order to connect the voice switch to the building demarcation blocks. This is not to be confused with building wiring infrastructure for stations, and WAN connection wiring for PSTN access, which are the responsibility of the Customer and local phone company.
- 1.4.2.15 Backup and Restore: All systems shall be equipped to backup on a regular basis, with restoration as needed. Contractor shall list their available backup media/format options. To minimize the effect of a hardware failure requiring restoration of software, all software and

firmware updates must be readily available on site. Customers must receive a backup and restoration plan that shall include:

- a. The location where the backups will be stored;
- b. The programs used to backup all systems;
- c. A schedule when backups will occur;
- d. A way to monitor backup jobs and ensure completion without errors, and
- e. A well documented step-by-step instructions on how to restore the overall system

1.4.3 Voice system software features shall include the following as part of the baseline service.

1.4.3.1 Automatic Diagnostics: The switch shall automatically perform continuous on-line self testing diagnostics to detect circuit malfunctions, identify the faulty circuit card, and provide an alarm. An alarm signal shall be provided to the attendant console and information on the cause and location of malfunction shall appear on the equipment used for maintenance purposes.

1.4.3.2 Automatic Identification of Outward Dialing: This feature shall enable stations to directly dial the 911 emergency number without any dial level access code. The system will also transmit the 10-digit number of the station dialing 911 to a special data line provided by the regulated telephone company. This must function regardless of station types.

1.4.3.3 Automatic Station Release: An off-hook station shall be released from an established transmission path and busied out if the station fails to dial, dial properly or completely, or is left off-hook after completing a call. The busied out condition shall terminate when the station is placed on-hook.

1.4.3.4 Call Waiting: The switch shall allow a call from a calling station to a busy station to be held while a tone burst is directed towards the busy station user. The busy station user may connect to the waiting call by hanging up whereby the called station will ring and will be connected to the calling station.

1.4.3.5 Call Park: Allows a station user on an active call to place the call on hold, replace the telephone handset, and then complete the call from any other station.

1.4.3.6 Class-of-Service Day/Night: The level of Class-of-Service assigned to stations can be automatically altered to a predetermined night Class-of-Service when the attendant console is placed in the night service mode or when a predetermined time interval is reached.

1.4.3.7 Control of Trunk Group Access: Allows a station user to establish multi-station conference connections between stations within the system or outside the system.

1.4.3.8 DISA Code Set-Up (Programmable): Allows the attendant to change the Direct-Inward System Access (DISA) security code number.

1.4.3.9 Distinctive Ring: The switch shall provide two (2) distinctive ringing patterns to the station instrument to allow the station user to determine if the call is an inside (station-to-station) call or an outside (trunk) call. A third ringing pattern to allow the station user to determine if the automatic callback feature is recalling the station is desirable but not mandatory.

1.4.3.10 Executive Override: Allows a station user, upon encountering a busy station call, to bridge on to the call. Before the bridge is established, an executive override tone will be applied to advise the talking parties of the impending bridge. This feature shall be subject to Class-of-Service assignment.

- 1.4.3.11 Class-of-Service (Programmable): The system shall allow each station number to be assigned and identified with a level of Class-of-Service. It shall be used to control the degree of access each station user has to the local exchange, toll, and Common Control Switching Arrangement (CCSA) networks, and to service features and special services.
- 1.4.3.12 Common Unrestricted Codes: Allows a station to be restricted to dialing common unrestricted codes, specific area codes, exchange codes, and exchange codes within specific area codes over all or selected trunk group types. Common unrestricted codes shall be for emergency assistance (911), local area directory assistance (411), and telephone repair service (611).
- 1.4.3.13 Direct Inward Dialing (DID): The switch shall allow a station to receive incoming calls from the exchange network in conjunction with exchange network DID trunks and facilities without the aid of an attendant. DID service will be provided by and at the availability of the exchange network facilities.
- 1.4.3.14 Direct Inward System Access (DISA): The switch shall allow a caller using the regulated telephone common carrier exchange network to access the switch using a special DISA trunk (and 7 digit number) and dialing a carrier code. After the code is dialed, the switch shall return dial-tone to the caller who may then use the system with the Class-of-Service assigned to the DISA trunk.
- 1.4.3.15 Direct Outward Dialing (DOD): This feature shall enable a station to access the exchange network or the CCSA network without the aid of an attendant by first dialing an appropriate trunk access code. This feature shall be subject to Class-of-Service assignment. Access to the CCSA network shall be by dialing a single digit.
- 1.4.3.16 Exchange Trunks: The switch shall accommodate ground start or loop start. The trunks shall be either: 1) two-way combination, 2) one-way incoming, 3) one-way outgoing, or 4) one-way incoming (Direct-Inward Dialing). Toll calls will be billed to the Listed Directory Number assigned to the switch.
- 1.4.3.17 Flexible Numbering (Programmable): This feature allows the station numbers assigned to station lines at the time of installation to be reassigned to another station line when personnel are moved. Numbers assigned at installation are to be assigned in accordance with the Customer's numbering plan.
- 1.4.3.18 Foreign Exchange Access: The switch shall accommodate foreign exchange (FX) trunks and allow a station to access the FX trunk without the aid of an attendant. Incoming calls from the FX trunk will be answered and handled by the attendant.
- 1.4.3.19 Hunting (Programmable): Allows a group of stations to be assigned to a hunt group and have calls routed to an idle station within a group when the called station in the group is busy. Hunting shall always start with the called station and terminate at the first idle station found. Hunting shall take place in the order in which the stations are assigned into the hunt group.
- 1.4.3.20 Intercept: The switch shall automatically route calls to the attendant if, a) the call cannot be completed because of vacant or unassigned number, b) due to calling station number Class-of-Service restrictions, or c) dialing irregularities. The system shall provide an intercept tone to the calling station if attendant-less operation is in effect.

- 1.4.3.21 Intercept DID: Direct-inward dialed calls to reserved, idle, and unassigned DID station numbers shall be intercepted and routed to the attendant.
- 1.4.3.22 Least Cost Routing – Modified: The switch shall automatically route any call which is dialed DDD as an off-net CCSA SUNCOM call if a CCSA SUNCOM trunk is available. This feature is applicable only to stations not restricted from Toll 0/1 access.
- 1.4.3.23 Night Service (Programmable): This feature shall provide arrangements to direct calls normally answered by or directed to the attendant(s) to preselected station(s) within the system when regular attendant positions are not occupied. The night answer station(s) shall be provided with call transfer capability. The selected station and the control of night service shall be controlled by the attendant console.
- 1.4.3.24 Off-Premises Station: The switch shall provide service to a station that is located on a premise other than that of the switch. These off-premises stations are connected through the regulated telephone common carrier private line facilities. The response shall specify the Bell Facility Interface Code (FIC).
- 1.4.3.25 Outgoing Trunk Queuing: Allows a station user accessing a busy trunk group to be held in a queue and to be signaled within a predetermined interval of time by a recall ring when a trunk in the group is available.
- 1.4.3.26 Public and Private conferences: Allows a station user to establish multi-station conference connections between stations within the system or outside the system. Remote Administration: This feature shall allow the Contractor and the Customer to perform Customer administrative functions from a contractor provided remote center at by dial-up access to the switch.
- 1.4.3.27 Remote Testing: This feature shall allow the Contractor (or equipment manufacturer) to remotely test system performance on a daily and monthly basis, or as requested, by dial-up access of the maintenance and self-test diagnostic capability of the switch. The Contractor shall analyze the results, and if necessary, conduct additional troubleshooting test programs to locate the source of trouble. These tests shall be performed during the non-business hours if interference with switch operation is possible.
- 1.4.3.28 Restrictions - Full (Programmable): Allows selected stations to be restricted to only placing or receiving station-to-station calls. All other call attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.
- 1.4.3.29 Restrictions - Miscellaneous Trunk (Programmable): Allows selected stations to be restricted from dial access to pre-selected miscellaneous trunk group including CCSA SUNCOM trunks. Restricted call attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.
- 1.4.3.30 Restrictions - Origination (Programmable): Allows selected stations to be restricted from originating any calls. However, terminating calls can be completed to this station line. This feature shall be subject to Class-of-Service assignment.
- 1.4.3.31 Restrictions - Termination (Programmable): Allows selected stations to be restricted from receiving any calls. This feature shall be subject to Class-of-Service assignment
- 1.4.3.32 Restrictions - Toll 0/1 (Programmable): Allows selected stations to be restricted from access to the toll operator or the Direct Distance Dial (DDD) network. Restricted call "0" or

"1" attempts shall be intercepted. This feature shall be subject to Class-of-Service assignment.

- 1.4.3.33 Restrictions - Toll 3/6 Digit: Allows a station to be restricted to dialing common unrestricted codes, specific area codes, exchange codes, and exchange codes within specific area codes over all or selected trunk group types. Common unrestricted codes shall be for emergency assistance (911), local area directory assistance (411), and telephone repair service (611).
 - 1.4.3.34 Single Digit Dialing (Group Alert): Allows a group of stations to be assigned to an alert group and simultaneously called by dialing a single digit assigned to the group. The single digit shall not conflict with the system numbering plan.
 - 1.4.3.35 Speed Calling: Allows a station user to place frequently called station, local, DDD, or CCSA SUNCOM calls by dialing fewer digits than normally required.
 - 1.4.3.36 Standards based IP Trunk (SIP Trunk): The system shall setup voice trunks over IP by means of SIPconnect standards which refers to a number of existing Internet Engineering Task Force (IETF) Requests For Comments (RFCs) and provides a minimum set of requirements that are needed to ensure interoperability between vendor solutions, service providers, and the enterprise.
 - 1.4.3.37 Station-to-Station Calling: Allows a station to dial another station without the aid of an attendant if the called station is not termination restricted.
 - 1.4.3.38 Switch-hook Flash: The system shall permit a momentary on-hook switch-hook flash to operate certain station features. An on-hook condition between 300ms and 1 second shall be recognized as a valid switch-hook flash.
 - 1.4.3.39 Tenant Service: Allows the capabilities of the switch to be partitioned or shared between two or more users where each user or tenant has their own trunk groups and attendant console(s).
 - 1.4.3.40 Trunk Answer from Any Station (TAFAS) (Programmable): Allows incoming calls directed to the attendant to activate a common ring gong chime signal when the attendant positions are in Night Service and the night stations are unassigned or all busy. Any station may answer the call by dialing a special TAFAS code.
 - 1.4.3.41 Trunk Groups: The switch shall accommodate at least eight (8) trunk groups. A trunk group shall be considered as combination two-way, one-way in, one-way out, CCSA SUNCOM, In-Wide Area Telephone Service (WATS), foreign exchange, tie-line, DISA, and terminating OPX from another system. Dial level access shall be provided to trunk groups.
 - 1.4.3.42 Trunk-to-Station-to-Tie-Trunk Access: The system shall accommodate off-premises extension(s) (OPX) from other systems and enable a station user to access the OPX without the aid of the attendant. Incoming calls from the Off Premise Extension (OPX) will be answered and handled by the attendant.
 - 1.4.3.43 Trunk-to-Trunk Connection: Allows the attendant to connect any two trunks together
- 1.4.4 Optional Software Operational Service Features: The Contractor is requested to provide the following optional features and equipment to enable the Customer to equip the system to meet special, Customer operational requirements.

- 1.4.4.1 Attendant Console: Attendance consoles may differ based on number of main station clients. The attendant console shall contain the necessary alphanumeric displays and operating buttons (keys) necessary for the attendant to process calls utilizing the attendant operational service features. The console shall also provide an indication of a system malfunction. The console shall have the capability of utilizing either a handset or a headset. A plug equipped handset shall be provided with the console. The console shall be powered from the switch. Attendant consoles can be soft clients. Attendant consoles must include all necessary hardware/software. The response shall specify the size of the console, the console wiring pair quantity and size, and the maximum distance the console may be installed from the switch. The response shall specify on the price sheet the cost of each additional console with installation. The cost shall consider the console and any additional modules that may be required to support the additional console.
- 1.4.4.2 Authorization Code (Programmable): Allows a station user to override the Class-of-Service assigned to that station number by dialing an authorization code number. The authorization code number may be recorded by the Station Message Detail Recording (SMDR) feature with the toll call detail. The authorization code shall be inspected for validity as a security check
- 1.4.4.3 Automatic Call Distribution (ACD) Equipment: This equipment and software shall enable operation of the ACD operational service feature. The response shall specify the equipment and software to be provided.
- 1.4.4.4 Automatic Call Distribution (ACD): This feature shall provide an equitable distribution of a large volume of incoming calls to answering positions. If all answering positions are busy, the calls will be answered by a recorded announcement and then held in order of their arrival in queue until an answering position becomes available. If more than one answering position is available, the call will be distributed to the answering position that has answered the fewest calls. This feature shall permit the answering position's supervisor to enter and monitor a call in progress without the knowledge of the answering position. This feature shall provide the following real and buffered time statistics report: number of calls received, number of calls answered, number of calls in queue, duration of call in queue, duration of call answered, etc. The baseline system shall be capable of accommodating an Automatic Call Distributor (ACD) capable of distributing calls based on the number of agents listed for Configuration 1 through 4. As a minimum requirement, the voice system shall be capable of handling 18 calls per hour per agent with an average call length of 2.5 minutes. Additional features and functionality shall be included: Agent identification entry, individual agent "log in/out" entry, ACD supervisor monitor of agent calls, Capability for agent and supervisor communication by message display, ACD traffic report, agent performance report, and call queuing.
- 1.4.4.5 Customer Administration: This feature shall enable Customer personnel to perform system administrative functions such as; a) changes to the office data base (station number assignment or reassignment, authorization code assignment, Class-of-Service assignment, pick-up group assignment, hunt assignment, etc.), b) control of the traffic measurement feature, and c) activate portions of the installation independent (generic) program not initially activated.

- 1.4.4.6 Dictation Access Interface Equipment: This equipment and wiring shall provide an access interface permitting the connection with user provided dictation equipment. The equipment shall be wired to the station connecting block. The response shall specify the equipment to be provided.
- 1.4.4.7 Music-On-Hold: Allows a Customer provided music source such as an AM/FM tuner to be provided to the switch, and passed to outside calls placed on hold.
- 1.4.4.8 Power and Common Control Failure Transfer: During a commercial power failure and a common control failure, the system shall enable designated station users to place an outside call or answer an incoming call on certain two-way exchange trunks at designated station locations on a one trunk per station location basis. An audible indication of an incoming call on an assigned line when a transfer has occurred shall be provided by the station instrument or a separate audible indication at the station instrument location. A special version of the proprietary telephone instrument or a standard single line station instrument with ringer connected to a line is acceptable. The use of batteries to provide power for system operation during the commercial power failure shall be unacceptable. This feature shall be bid on a one trunk per station location basis.
- 1.4.4.9 Radio Pocket Paging Access Interface Equipment: This equipment and wiring shall enable the user to access user provided radio pocket paging equipment. The equipment shall be wired to the station connecting blocks. The response shall specify the equipment to be provided.
- 1.4.4.10 Session Border Controller (SBC): The Contractor shall provide an SBC as defined herein. SBC facilitates consistent service quality, protection and security between VoIP networks. An SBC in simple terms is a sophisticated firewall for multimedia applications for voice and video. Its purpose is to defeat a wide variety of network threats meant to disrupt or disable a VoIP networks. SBC can protect against a myriad of threats including flood attacks, Denial-of-Service attacks, and SIP signaling attacks. It can intelligently provide Access Control to enable easy blacklisting of endpoints to prevent recurring attacks. SBC also performs private-to-public IP network address translation (NAT) in real time while supporting NAT traversal, topology hiding, route enforcement, and regulation of bandwidth consumption between networks. More details will be described in the discussion on the Session Border Controllers.
- 1.4.4.11 Station Message Detail: This feature shall enable the Customer to identify the contribution of each station number to the total long distance bill (DDD and CCSA) rendered by the telephone company to the common number(s) assigned to the system and enable the Customer to bill to each station number, department, etc. The station message detail shall provide as a minimum, the following detail on each outgoing call: the calling station number, the called number, date of call, call start time and duration, and a call accounting code. The call duration shall be measured from the establishment of the connection to the time the station goes on hook. The collected station message detail shall be available to the Customer. The response shall define how output data is provided to the Customer; physical output media/interface as well as the file structure (for example, comma delimited, Excel, Word ...). The data may utilize an output data port in accordance with EIA Standard RS-232. This feature shall require additional equipment for station message detail accounting.

- 1.4.4.12 Station Message Detail Accounting Equipment: This equipment shall utilize station message detail from the RS232 data port on the PABX and generate and print accounting and management reports on telephone usage. The responses shall specify the equipment to be provided, the format of the data and a definition of the "handshake" required to transfer data from the PABX SMDR output to external call accounting equipment. In the event of an AC power failure, either transient or extended, or in the event of a failure of the call accounting equipment, the SMDR output shall not cease operation. In no case shall it be necessary to physically reset a button on the SMDR output circuit after such a failure.
- 1.4.4.13 Tie-Trunks: The switch shall accommodate inter-switch tie-trunks to permit calling with another switch or between two other systems using tandem switching. The switch shall allow connection of the incoming tie-trunk call to the attendant and to local, FX WATS, CCSA, etc., trunk groups.
- 1.4.4.14 Traffic Measurement: Allows traffic data to be measured and accumulated in the switch over assignable time periods. The start time and run time shall be assignable. The response shall define how output data is provided to the Customer; physical output media/interface as well as the file structure (for example, comma delimited, Excel, Word ...). The data may utilize an output data port in accordance with EIA Standard RS-232. The Customer shall have administrative control of this feature, able to turn on or off and alter output parameters. As a minimum, traffic measurement data in the form of peg counts and usage (CCS) shall be provided for the following parameters:
- a. Identified Trunk Groups: Outgoing calls, incoming calls, all calls, busy and quantity working (peg count and usage)
 - b. Identified Station Features: Each (peg count)
 - c. Identified Consoles: Calls handled and calls waiting (peg count and usage)
 - d. Switch: Calls handled (usage)
- 1.4.4.15 Voice Paging Access Interface Equipment: This equipment and wiring shall enable the user to access the user provided voice paging equipment. The equipment shall be wired to the station connecting block. The response shall specify the equipment to be provided.
- 1.4.4.16 Voice Mail Equipment: This equipment shall enable callers to leave voice messages for the called station and enable the called station to retrieve the store message and add to and forward the message to another station. The equipment may be bid in channel, mail boxes, and hours of storage configurations suitable for the system capacity. The response shall specify the equipment to be provided.
- 1.4.4.17 Unified Messaging Equipment: As a minimum, this equipment shall enable the system to integrate the user's E-Mail application with their Voice Mail system. The equipment provides the voice messages to be stored as wave files and sent to users as E-Mail messages. Users utilizing media player software program will be able to listen to their messages by playing those wave files on their workstations, PDAs, etc.
- 1.4.4.18 Wireless/Mobility Equipment & Interface: This equipment & interface enables the user when mobile within the premises to have all capabilities of receiving & placing calls as at their desk. The system shall allow minimum of 10 simultaneous calls from each access point transceiver, while facilitating all PABX features.

1.4.4.19 Radio Pocket Paging Access Interface Equipment: This equipment and wiring shall enable the user to access user provided radio pocket paging equipment. The equipment shall be wired to the station connecting blocks. The response shall specify the equipment to be provided.

1.4.4.20 Station Message Detail Accounting Equipment: This equipment shall utilize station message detail from the RS232 data port on the PABX and generate and print accounting and management reports on telephone usage. The responses shall specify the equipment to be provided, the format of the data and a definition of the "handshake" required to transfer data from the PABX SMDR output to external call accounting equipment. In the event of an AC power failure, either transient or extended, or in the event of a failure of the call accounting equipment, the SMDR output shall not cease operation. In no case shall it be necessary to physically reset a button on the SMDR output circuit after such a failure.

1.4.5 Equipment Specification

- a. The system switching equipment shall consist of servers and/or a cabinet or cabinets containing all of the telephony modules, printed circuit card modules and other assemblies required to process and complete telephone calls utilizing the operational service features. Such modules and assemblies shall be the central processor memory, network service (receiver and tone), line and trunk, serial data input/output interface (programming equipment, traffic measurement recorder, etc.), console control units, software memory module unit, and power supply and panel units. The switching equipment shall utilize cabling between cabinets and from the cabinets to the connector blocks. Appropriate physical and/or logical ports shall be provided for data input/output.
- b. The system shall be compatible and operate properly with peripheral equipment that may be separately procured or provided by the Customer. Such equipment shall be Electronic Key Telephone systems, Dictation equipment, Music-On-Hold equipment, Radio Pocket Paging equipment, External Voice Paging equipment, and Station Message Detail Accounting Equipment (SMDA). Special level dial access shall be provided for accessing the dictation and the paging equipment.

1.4.6 Optional Uninterruptible Power Supply: An upgraded Uninterruptible Power Supply (UPS) shall provide uninterruptible power to the switch during normal availability of commercial power and during power transients and power failures. The equipment shall be sized for the trunk/station capacity of each of the Configuration Types (1-4). Responses shall specify the cost and power rating of their equipment to be provided with enough detail that a Customer could make a purchase, lease, or rental decision based on their uptime requirements. The Department anticipates that the respondent shall provide a matrix showing optional configurations, runtimes and costs with their submission.

1.4.7 Other Equipment and Features: Each Contractor is requested to propose other equipment and features that will enhance the capability of the voice system.

1.4.8 Converged Network Security: In utilizing the IP protocol, either within the enterprise or Internet, there is a level risk not found in the traditional TDM environment. The functionality and flexibility gained when using IP in a TDM environment outweighs the risk if proper security and quality of service is designed and implemented. The State seeks an overall security design strategy

engineered to prevent unauthorized access and Denial-of-Services (DoS) attacks on systems involved in the VoIP solution

1.5 Station Technical Requirements

1.5.1 Station Options: Contractor are expected to offer multiple families of analog, digital, and IP stations, providing Customers a wide range of choices and price options.

1.5.2 Analog/Digital Station: Standard analog and digital telephone set shall be single or multi-line appearance telephones with a flash button and fixed/programmable feature keys. Stations shall have a standard 12-button touchpad with an audible ringer or tone device and volume control. They shall be modular with a 6 foot (minimum) flat retractable handset cord and a 7 foot (minimum) 4-pair (maximum) line cord with a miniature modular plug for connection to a modular telephone wall jack assembly. The voice switch interface operation with the station voice terminal equipment shall be in accordance with Electronic Industry Alliance (EIA) Standard RS-464. The system shall accept flash signals or other key commands to initiate internal calling features. The multi-line appearance voice terminal shall function on three (3) or four (4) pair station wire. The station conductor loop resistance shall accommodate voice terminals and data terminal equipment located at least 1,000 feet from the communications server switch. The Contractor shall specify the maximum distance that the station terminal equipment may be located from the switch.

1.5.3 IP Station: IP enabled voice clients such as IP phones or soft phones residing on the Customer provided LAN shall be compliant with the SIP standard. All IP stations are required to interoperate with all other SIP standard stations and any SIP standard voice systems. Since the feature set may be limited, Contractor shall provide an explanation of how well their equipment functions in an environment where there are devices from different manufacturers. IP client stations shall also provide single and multi-line appearance with flash button. Fixed or soft programmable feature keys are a minimum requirement. The IP voice terminal interface shall be in accordance with Ethernet, IEEE 802.3 standards and include built-in IEEE 802.3af Power-over-Ethernet (PoE) circuitry and contain an integrated dual-port Ethernet switch with 802.1q trunking capabilities. IP stations shall include a six-foot CAT5 cable and one AC adapter if Customer does not support PoE enabled switches. IP stations shall be able to self-classify traffic for any Layer 2 Class-of-Service (COS 0-7) and Layer 3 Quality-of-Service (DSCP 0-63) values. Responses will be evaluated on the functionality of the troubleshooting tools. Since tool functionality is critically important to the success of the service, Contractor shall provide significant detail on how their troubleshooting functionality takes advantage of built-in support for PING, TRACEROUTE, call quality (MOS), etc.

1.5.4 The Contractor is required to provide specifications for basic, enhanced, and advance TDM and IP stations. Contractor shall also include specifications for more specialized stations such as conference phones, video phones, WIFI mobile phones, etc. Baseline (minimum) features for all phones shall include automatic call back, call forwarding (all calls), call forwarding (busy, don't answer), call hold, call pickup, conference, dial access to attendant, and transfer consultation.

Example of features:

- a. Basic: One line, dedicated RJ-9 headset port, and PoE or AC adapter.
- b. Enhanced: Two lines, dedicated RJ-9 headset port, speaker phone, LCD programmable soft keys, and PoE or AC adapter.

- c. Advanced: Three lines, dedicated RJ-9 headset port, speaker phone, LCD programmable soft keys, XHTML applications, and PoE or AC adapter.
- d. Specialized: Voice conference, WIFI mobile phones and video IP stations.

1.5.5 Attendant Console Baseline Features: The operational service features that require programming shall be programmable by the Customer. Equipment required for programming shall be provided as accessories.

- a. Alarm Display: Allows an attendant to be visually alerted that a malfunction has occurred within the switch equipment or the attendant console.
- b. Busy Status Display: Allows an attendant to visually observe the busy or idle status of any station number.
- c. Call Identification Display: Allows an attendant to visually identify the station or trunk group number and Class-of-Service of the station or the trunk group of the call directed to or placed by the attendant position.
- d. Call Splitting: Allows an attendant to talk privately to either party of call established through the attendant position.
- e. Call Waiting Display: Allows an attendant to visually identify the quantity of calls being held for disposition.
- f. Camp On: Allows an attendant to extend an incoming call to a busy station. The incoming call shall be automatically connected to the station when the station becomes idle. The attendant shall be signaled if the busy station does not answer within a predetermined interval of time. The caller on the busy station shall hear a tone to indicate they have been camped on.
- g. Controlled Conference: Allows an operator or the system to automatically establish a conference bridge for communications amongst a prearranged list of conferees with established identification credentials. It also offers the operator and/or the system to verify the identification of the conference attendees.
- h. Extension of Incoming Call: Allows an attendant to extend incoming trunk calls to the requested station or trunk group.
- i. Through Dialing: Allows an attendant to select a trunk facility on an attendant handled outgoing call so the station user can complete dialing.
- j. Timed Reminder (Recall): Allows an attendant to be automatically alerted after an assigned timeout period when a call that has been extended from the attendant console is waiting or unanswered.
- k. Transfer All Calls: Enables an attendant to transfer a station on any call in progress to any other trunk or station on the switch.
- l. Trunk Group Busy Indication: The attendant console shall provide an indication when all the trunks within a trunk group are busy.

1.6 Interconnection Equipment

1.6.1 The system shall be able to access to the regulated telephone common carrier exchange network, Common Control Switching Arrangement (CCSA), Integrated Services Digital Network-Primary Rate Interface (ISDN-PRI) facilities and private line service. The system shall be compatible and operate properly with general exchange and private line services offered by the regulated telephone

common carrier and other telephone carriers. Such general exchange services shall be two wire and four wire exchange trunks (one-way outward, one-way inward, two-way combination), foreign exchange (FX), Direct Inward Dialing (DID), WATS, and toll-free services.

1.6.2 SIP Gateway: The SIP Gateway shall provide voice and fax communications between the local PSTN and the IP voice system and stations. It shall also have the ability to connect directly to analog phones, fax machines, key systems, PSTN lines or a PBX. In some special cases, SIP Gateways maybe used to connect two or more legacy PBXs via the IP network. Gateway required features:

- a. The number of PRI T1 ports for communication between the PSTN and existing IP network shall meet the standards set for Configuration Types 1-4
- b. Ethernet connectivity for VoIP and management
- c. Supports Foreign Exchange Subscriber / Foreign Exchange Office (FXS/FXO) on each channel for direct analog connection to phones, key telephones, PBX extensions, PSTN lines or PBX trunks
- d. Supports SIP for sending voice over the IP protocol
- e. Voice compression per call with support for multiple algorithms including G.729 and G.711
- f. Silence suppression and comfort noise generation capabilities
- g. Quality-of-Service DiffServe and Class-of-Service 802.1p
- h. PSTN failover automatically routes calls over the PSTN network if the IP network is down
- i. Supports SIP supplementary services including call forward, call transfer and call hold
- j. T.38 real-time fax relay for interoperability between other VoIP equipment
- k. Configuration and management using a Web browser

1.6.3 Session Border Controllers (SBC):

1.6.3.1 The long term goal for SUNCOM voice network is to provide long distance, toll-free and other voice services via the MyFloridaNet MPLS backbone. SBCs will be one of many integral parts to effectively provide these services. Contractor shall describe an SBC for each Configuration Type (1-4) that will be provided as an optional service feature.

1.6.3.2 The SBC shall be capable of supporting both voice and video. The desired configuration is to place the Customer's applicable IP phones in a unique private VLAN and all phones communicate via the SBC. This configuration allows hiding the phone topology by adding another layer of protection. The benefits of using an SBC are enabling NAT/Firewall traversal, VoIP statistics, network security, and QoS enforcement. Another important aspect of using an SBC is it allows the State to assign and manage public IP address space used within Customer edge devices more efficiently. The SBC also minimizes keep-alive and signaling traffic targeted at the root VoIP communications system.

1.6.3.3 Any SBC offered under this Contract shall support the following:

- a. NAT/Firewall friendly SIP implementation that allows seamless integration with current firewalls and NAT enabled devices.
- b. Enforcement of Quality of Service using the MyFloridaNet QoS standards (i.e. mark and appropriately queue both signal and media traffic)
- c. Restrict network access to only legitimate voice traffic while hiding network topology.

- d. Provide troubleshooting PING and TRACEROUTE tool so that Customer can test connectivity between SBC and IP stations or IP trunk end-points. SBC shall also provide statistical information such as latency, jitter, and Mean Opinion Scores (MOS) between it and IP stations or IP trunk end-points.
- e. Contractor shall specify any other feature related to the SBC that enhances this product.

1.7 Standards

- 1.7.1 Federal Communications Commission (FCC) Registration: Registration in accordance with Federal Communications Commission (FCC) Rules and Regulations is required for all equipment connected to the regulated common carrier switched and private networks. The Contractor shall submit their FCC registration number.
- 1.7.2 IP Trunking: The state envisions providing voice services via IP trunking adhering to SIPConnect standards which refers to a number of existing IETF RFCs and provides a minimum set of requirements that are needed to ensure interoperability between vendor solutions, service providers, and the enterprise. SIPConnect covers requirements in the following areas: DNS, signaling security, firewall & NAT traversal, authentication & accounting, PSTN & SIP addressing, Quality-of-Service (QoS), and handling of media. The IP enabled systems shall meet SIPConnect standards in order to participate in the overall SUNCOM VoIP transport implementation over the MyFloridaNet.
- 1.7.3 Voice CODECS: This Contract shall support both G.729A (low bit rate) codecs in addition to the G.711MU (or G.711A) digital encoding method. Lower bandwidth usage often makes G.729A a first choice for voice services over IP trunks. The G.729 codec is often not suitable for fax and modem use; G.711 coding or T.38 fax coding is required instead. Responders shall specify how fax and modem calls are to be handled to avoid performance degradation.
- 1.7.4 Power over Ethernet (PoE): PoE stations shall be in accordance to standards 802.3af.
- 1.7.5 EIA RS-464: The system shall be in accordance with EIA Standard RS-464 including transmission characteristics, address signaling, and call progress signals.
- 1.7.6 Layer 3 Differentiated Services (RFC 2475): All voice systems shall support Differentiated Services QoS standards. Also, IP voice systems and components must adhere to SUNCOM standards:
 - 1.7.6.1 Voice media = Express Forwarding (EF)
 - 1.7.6.2 Video media = Assured Forwarding 41 (AF41)
 - 1.7.6.3 Voice and video signal = Class Selector 6 (CS6)
 - 1.7.6.4 Application traffic = Assured Forwarding 21 (AF21)
 - 1.7.6.5 Best Effort = 0 (BE)
- 1.7.7 Layer 2 Class-of-Service (IEEE 802.1p): All voice systems shall support CoS standards. Also, IP voice systems and components must adhere to SUNCOM standards:
 - 1.7.7.1 Voice media = 5
 - 1.7.7.2 Video media = 4
 - 1.7.7.3 Voice and Video Signal = 3
 - 1.7.7.4 Application traffic = 2
 - 1.7.7.5 Best Effort = 0

1.7.8 Standards listed in this section are current and well-accepted in the industry and should promote a high degree of feature functionality. However future support for evolving standards is important. Contractor shall propose options for cooperative assistance implementing and supporting any new voice and networking standards.

1.8 Performance Expectations

1.8.1 The minimum performance expectation for voice system availability and reliability shall be greater than 99.9% uptime during a 365 day period.

1.8.2 Dial-Tone Access refers to the telephony signal used to indicate the telephone exchange is working and ready to accept a call. The minimum performance expectation shall be to have dial-tone presented within 1 second of an off hook condition, greater than 99.9% of the time based on an average taken during the busiest eight hour portion of the service day.

1.8.3 The system shall provide non-blockage P.01 grade of service during the busy hour.

1.8.4 Voice Call Setup is the process of setting-up of voice calls via a called number translation point which performs a called party number translation. The performance expectation for Voice Call setup is within 2 seconds of last digit depressed. This target shall be met 99.9% of the time based on the average taken during the busiest eight hour portion of the service day.

1.8.5 Voice transmission shall be clear and free of distortion, crosstalk, and noise. As part of the site survey, the response shall determine whether or not any concerns are present which would interfere with proper operation of the system. Systems will be reviewed according to the Performance Expectations outlines below.

1.8.5.1 Voice Quality Requirements Latency (also called delay), jitter and packet loss are three common terms used in VoIP today to describe and measure the effects of voice traveling over IP networks. Latency is the (delay) time it takes for information to travel through devices and connections in a network. In this case, the information is voice running over IP networks, but delay certainly affects all types of information — data, video, fax and others. Jitter is the variability in the delay in a network. For example, an IP network can introduce different levels of delay for certain packets, causing an overall lack of synchronization. This lack of synchronization can cause random audio noises (such as, clicking and popping) that disrupt voice communications. Packet loss is the measure (percent) of packets that are lost, damaged or excessively delayed in transit through the IP network. Voice communications are very intolerant of packet loss. According to recommendations from the National Institute of Standards and Technology (NIST), for latency, the ITU G.114 industry standard specifies the following for voice quality:

- a. 0-150 ms delay = toll quality
- b. 151-400 ms delay = near-toll quality
- c. >400 ms delay = unacceptable voice quality Early VoIP accepted 250 ms (millisecond) as standard, but 250 ms of delay is noticeable to the human ear and is not on par with the quality of voice on the PSTN.
- d. Jitter is when packets arrive irregularly. If jitter is too great, packet loss occurs. The NIST says packet loss generally must be below 1 percent to 3 percent to maintain acceptable voice quality.

- e. Mean Opinion Score (MOS) is an ITU-endorsed method of measuring the quality of a voice call at the destination end of the call. The method involves using a group of listeners to rate the quality of the voice call as text sentences are read by male and female speakers. The quality is rated on a scale of 1 to 5: 1 = bad, 2 = poor, 3 = fair, 4 = good and 5 = excellent. The MOS is the arithmetic mean of the individual scores. A MOS of 4.0 or higher is considered to be toll quality, whereas a MOS of 2.5 or below is considered unacceptable voice quality for human conversation.
- 1.8.5.2 The Contractor is responsible for notifying the Department any such problems exist. If problems are found after the installation, the Department/SUMCOM or the Customer shall have the right to reject the system if the Contractor cannot remedy the problem.
 - 1.8.6 Performance Tools: Performance tools are critically important to the State. The Contractor is encouraged to provide a detailed description highlighting the following desired criteria.
 - 1.8.6.1 Must show graphs for each object being monitored. Must have a 5 minute, hourly, daily, weekly, and yearly graphing options.
 - 1.8.6.2 Network and application objects to be graphed shall include (at least) CPU, bandwidth, memory, latency, jitter, QoS queues, physical interface errors, server disk space, application response, and other critical events.
 - 1.8.6.3 Systems must be capable of monitoring all services (e.g., packet loss, latency, trunk utilization, jitter, MOS, etc.)
 - 1.8.6.4 In addition to the elements listed above, Contractor should highlight any distinguishing aspects of their performance tools to be considered during the evaluation.
 - 1.8.7 The Department and eligible users shall be able to receive alerts when SLAs are not being met and tie alerts to performance credits. Contractor shall define the administrative process for providing service credits when service levels are not met. Alerts can be sent via e-mail or phone calls.
 - 1.8.8 The Contractor is required to provide an escalation process covering service outages, degraded performance and failures of business processes. Contractor shall provide an organization chart complete with names, contact information and job descriptions for individuals directly involved in the escalation process. This must include the Contractor's senior technical staff able to speak authoritatively with the Department and / or the Customer's technical staff on service outage details. The escalation process shall be tiered to clearly indicate direct management reports for all individuals. If service issues are not resolved in a timely manner to the State's complete satisfaction, Contractor shall agree to have its corporate sponsor (for example the Executive Vice President) address the State's concerns with the Department's management. Contractor shall provide the escalation process and name the corporate sponsor.
 - 1.8.9 Contractor shall assist the Department in developing both user and operational guides. The User guide is intended to provide a set of instructions for the Customer on how to use the service. The Operational guide is intended to be a set of instructions for the Department and Contractor to work together in providing service.
 - 1.8.10 The Department requires Contractor to assist the Department staff in the development and implementation of new voice and business support services. Contractor shall commit to technology refresh for the tenure of their involvement with this Contract which includes options to

facilitate change via upgrades and the implementation of new features at the same discounted rate submitted for that configuration.

1.8.11 Contractor shall include a detail description all tools/reports available for the Department to assist in daily operational management activities. The Department anticipates being able to evaluate functionality; specifically to determine if tools are indeed capable of providing enough information for the Department to accurately measure the health of the service and its components.

1.8.12 In addition to the requirements listed above, Contractor should highlight any distinguishing aspects of their service to be considered during the evaluation for Daily Operational Management.

1.8.13 As a part of the vendor's responsibility, all production voice systems under the Rental option and those that were purchased, yet subscribed to the SUNCOM Monthly Support services shall be monitored by the respective vendor in order to track the support section of the service level agreements (SLA) and provide SUNCOM with an enterprise monitoring view. Monthly Support shall provide SUNCOM NOC with an enterprise view of all voice systems and each Customer's scope of view and command shall be for their specific voice system only. The STEPS Calculator provides monthly support monetary value for each system component, allowing for those entities that have selected the Purchase option to subscribe to Monthly Support.

1.9 Other Requirements

1.9.1 The Department requires access to necessary lab facilities/equipment at the desired scale to ensure a realistic test and evaluation environment. Contractor shall provide detail on the Department's options for access to the lab facilities for testing and evaluation.

1.9.2 Sampling, Inspection, and Testing: Upon request, the Contractor shall provide a sample of each piece of contract equipment for nondestructive testing during the term of the contract. These samples will be checked for contract compliance and may be kept up to ninety (90) consecutive calendar days and thereafter returned at Contractor's expense. Upon completion of the contract compliance check, the Department shall notify the contractor, in writing, of noted deficiencies. This notification will state what will be required of the contractor and/or what action will be taken by the Department.

1.9.3 Technical documentation shall be provided in Standard English language for each voice system and peripherals described in the response.

1.9.3.1 System Description Specification Manual(s)

1.9.3.2 Installation and Maintenance Manual(s)

1.9.3.3 Feature Description Manual(s)

1.9.3.4 Programming Manual(s)

1.9.3.5 Station and Console User Guides

1.9.3.6 Accessory Equipment Specification Manual(s)/Pamphlet(s)

1.9.3.7 Optional Equipment Specification, Manual(s)/Pamphlet(s)

1.9.3.8 Other Equipment Specification, Manual(s)/Pamphlet(s)

1.9.3.9 Specifications of equipment offered as a brand name alternate.

1.9.3.10 Specifications of surge protectors, and UL Test Results and UL Listing Report if necessary.

1.10 Miscellaneous Clarifications and Conditions

- 1.10.1 There will be no cost to the State for any software upgrade for any voice system component under maintenance during the life of the contract.
 - 1.10.2 Cost must not increase for any voice service component for the life of the contract.
 - 1.10.3 All voice systems offered under this contract shall be capable of being upgraded to utilize VoIP as a protocol on BOTH the line and trunk side.
 - 1.10.4 The STEPS Contractor(s) shall designate an account manager to act as the single point of contact for all the Department issues.
 - 1.10.5 All voice system components and operational tools must be ADA compliant as mandated by the FCC Section 508
 - 1.10.6 This contract shall not have any service component provide long distance or toll-free 800 services. Long distance and 800 services shall not be bundled to enhance the overall service in this contract.
- 1.11 E-Rate - Contractor shall contain the E-rate provider identification number and provide evidence the Contractor is eligible within the Universal Service Fund (USF) program. The Contractor is required to take all appropriate action to maintain their eligibility as a provider within the USF program. (See [HTTP://www.universalservice.org](http://www.universalservice.org).) The service provider shall assist the State with expertise on rules and processes related to Universal Service matters. The State will not hold Contractor responsible for a lapse of eligibility if there are circumstances beyond their reasonable control. Contractor shall submit draft language accepting liability equivalent to the State's actual loss if their USF ineligibility is due to circumstances within their reasonable control. In the negotiation phase, the Contractor will be required to accept liquidated damages in the event they become ineligible as a USF provider.

1.12 EMERGENCY SPECIFICATIONS

All voice systems associated with the STEPS contract shall be provisioned for Private Switch (PS) Automatic Location Identification (ALI) to the station level in accordance with Florida Statute 365.175 and the Florida Emergency Communications Number E911 State Plan in accordance with Florida Statute 365.171. Reference: http://dms.myflorida.com/suncom/public_safety/florida_e911

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Diagram 1

Configuration	Configuration Type		
	AVAYA	Cisco	Siemens
1	Up to 48	Up to 50	Up to 168
2	49 - 192	51 - 400	169 - 400
3	193 - 450	401 - 1000	401 - 1000
4	Over 451	Over 1000	Over 1000

Configuration	Vendor	Station Clients	Purchase and Rental Term	Price
1	AVAYA	Up to 48	Available Under Any Configuration Purchase and Rental Term: 1, 2, 3, 4, or 5 years	Discounted
	Cisco	Up to 50		
	Nortel	-		
	Siemens	Up to 168		
2	AVAYA	49 - 192		
	Cisco	51 - 400		
	Nortel	-		
	Siemens	169 - 400		
3	AVAYA	193 - 450		
	Cisco	401 - 1000		
	Nortel	-		
	Siemens	401 - 1000		
4	AVAYA	Over 451		
	Cisco	Over 1000		
	Nortel	-		
	Siemens	Over 1000		

Exhibit B - STEPS Services Pricing Calculator Functionality

1. This exhibit identifies the STEPS Services Pricing Calculator functionality. The Calculator is set to provide pricing for the various procurement options (Purchase, Rent and Vendor Management) as well as Monthly Support.
2. Customers should not utilize the STEPS pricing Calculator without engaging the Contractor and the Department. After the collection of the Customer's requirements, the Department will engage the Contractor in accordance with the STEPS Operational Procedures, in order to develop the Design Proposal, meeting the Customer's requirements. The Base Discount Price provided in the STEPS Calculator Pricing shall be the ceiling pricing and the Contractor may provide promotional and volume discounts on an individual case basis by using the Proposal Price Discount. The Contractor will utilize the STEPS services Pricing Calculator's Order tab to determine the procurement pricing (Purchase/Rental/Vendor Management/Monthly Support) for their various proposed system design configuration alternatives.
3. The STEPS Calculator is comprised of several tabs that are related and perform formulas and computation in order to determine system configuration pricing. The formulas allow for procurement of new systems, additions to systems that were previously procured under the STEPS contract, as well as maintenance and upkeep of the existing embedded systems made by the manufacturer. The pricing is based on the Manufacturers' Suggested Retail Price (MSRP) that has been discounted when originally proposed. The Contractor shall submit new pricing that is equal or better than what was originally proposed.
4. The Monthly Support column within the STEPS Calculator Pricing tab identifies the cost component associated with the system support (all breaks and fixes, technology refresh, NOC interface and monitoring, relocations, SLA's, etc.) under the SUNCOM STEPS services that is available for all eligible users to procure whether they have selected the Purchase or Rental options. For those existing embedded system, the Contractor will be given the opportunity to charge a one-time upgrade/update fee (utilizing the STEPS Pricing Calculator), to bring the existing system up to current STEPS system level so that the Monthly support could be applied to. If the system is current, then this charge is not applicable. Regardless, anytime this charge is applied, it needs to be mitigated and approved by the Department.
5. The following guidelines describe the key functionalities of the STEPS Calculator:
 - A. Pursuant to Request for Assistance with Pricing (RAP) procedure, SUNCOM will provide each vendor with a detailed needs assessment - in a standard format – completed/endorsed by the customer
 - B. SUNCOM has created a uniform, standard format/Calculator for each vendor to provide quotes to SUNCOM customers. This Calculator will consist of the following tabs:
 1. **Vendor Quote Summary** – by Site (for customer use/review)
 - a. Contractor shall submit the MSRP and identify discounts that, as a minimum, match the prices that have proposed with their original final proposal.
 - b. Contractor shall provide pricing for Monthly Support and Vendor Management for each components
 - c. Figures on this tab will be calculated to include SUNCOM's mark-up for cost recovery

2. **Quote for Equipment & Monthly Services** (to be completed by Contractor)
 3. **Quote for Labor-Installation** (to be completed by Contractor)
 4. **Detailed Quote for Customer Review** (for customer use/review)
Figures on this tab will include SUNCOM's mark-up for cost recovery
 5. **Miscellaneous**
- C. General guidelines for use of the Calculator:
1. Only fields highlighted in yellow will be subject to edits by Contractor
 2. The Calculator includes space for up to ten sites
 - a. If needed, additional sites can be added, only through consultation with The Department
 - b. Each site will have its own Bill of Materials
- D. There are only two SUNCOM options for procurement quotes: "Purchase" and "Rental"
"Rental" terms will consist of 12, 24, 36, 48, and 60 months
- E. The Contractor may apply additional discounts on all components and service elements each time they complete a new quote in the Calculator. From one component to the next, discounts could be fixed or variable.
- F. Monthly support is a **required element** for all quotes [both "Purchase" and "Rental"] provided to Required Users
- G. Vendor management is a **required element** for all quotes [both "Purchase" and "Rental"] provided to Required Users
- H. Labor/installation will be calculated as a non-recurring (onetime) charge for all "Purchase" quotes
- I. Labor/installation will be calculated as a monthly recurring charge for all rental quotes; the cost will be evenly distributed over the selected rental term
- J. SUNCOM will apply a cost recovery markup to all elements included in the Contractor's quote
 1. SUNCOM's mark-up will be calculated on the discounted rates quoted by the Contractor
 2. SUNCOM's mark-up will apply to any and all transactions for which this contract is cited
- K. Financial penalties for SLA violations will be based on the entire cost associated with a given line item (not just the monthly support or vendor management portion of the cost)
- L. The quote [Calculator] will include tabs for the customer's review, which will include SUNCOM's mark-up
- M. The Contractor shall provide pricing for all relevant components in a template, titled "Component Pricing Database," provided by SUNCOM. This template will include:
 1. Relevant equipment (pulled from state term contract)
 2. The Contractor's unique identifier/code for each item (pulled from state term contract)

3. A description of each item (pulled from state term contract)
 4. The state term contract Purchase rate for each item (pulled from state term contract)
 5. Contractor's STEPS Purchase price for each item on the state term contract, which may be lower or equal to the state term contract price, *provided by the Contractor*
 6. Rental rates (for the five pre-established terms) for each item on the state term contract, *Shall be provided by the Contractor*
 7. Monthly support cost for each item on the state term contract, *Shall be provided by the Contractor*
 8. Monthly vendor management cost for each item on the state term contract, *Shall be provided by the Contractor*
- N. The Contractor shall provide pricing for all service elements in a template, titled "Labor & Installation Pricing Database," provided by SUNCOM. This template will include:
1. All relevant labor and installation elements/skill set
 2. The Contractor's unique identifier/code associated with each element/skill set
 3. A description of each element/skill set
 4. The hourly rate associated with each element/skill set
- O. All Contractor Prices shall be fixed and protected in the STEPS Calculator. Any price changes shall follow the "Change Request" procedures.

Exhibit C: Service Level Agreement (SLA)

SLA OVERVIEW

The Contract contains a comprehensive set of SLAs designed to provide service quality assurance to the Department and the Customers. The SLAs includes a method by which the Department will collect monetary damages in the event the Contractor fails to deliver services as specified within the Contract. The Contractors will not be held accountable for SLAs due to Force Majeure which prevent the Contractor from fulfilling its obligations. The SLAs shall be used to ensure the Contractor meets required performance and delivery expectations as agreed upon in the Contract.

These SLAs are divided into the following categories and are only available SUNCOM Users:

- SUNCOM Monthly Support
- SUNCOM Vendor Management
- SUNCOM order placement
- SUNCOM service delivery

SLA PLAN AND PROCEDURES

The SLAs are broken down into four categories: SUNCOM Monthly Support, SUNCOM Vendor Management, SUNCOM order placement, and SUNCOM service delivery, as shown "SLA Table of MRC Percent Allowances".

SLA data shall be captured in real-time utilizing agreed upon monitoring tools on a continuous basis. All violations shall be provided to the Department by the Contractor in a SLA Adherence/Violation Report ("AVR"). The AVR shall be one month in the arrears in relation to the billing cycle and shall list all SLA violations recurred during the previous billing cycle. By permitting the Contractor a one month delay in the AVR submittal, the Department expects the Contractor to scrub the AVR and note each incident which the Contractor wishes to claim exception from (dispute) the applicable SLA penalty. Please Note: In order for Department to consider granting relief to the Contractor, the Contractor must provide a complete detailed description of the SLA violation, deployed corrective actions, and the contractual basis.

The SUNCOM NOC shall assess the raw data (independently), reconcile the Contractor's AVR, and compile a final report for each month. The final report shall contain the Contractor SLA liabilities imposed by the Department.

The AVR shall be created and completed by the Contractor and shall be presented to the Department in an electronic spreadsheet. The the Contractor shall make the AVR available to the SUNCOM NOC (email to: SUNCOMNOC@DMS.MYFLORIDA.COM) by close of business on the seventh day of each month. If the seventh day of the month falls on the weekend, the AVR shall be available by 1:00 p.m. the following Monday.

SLA TABLE OF MRC PERCENT ALLOWANCES

SUNCOM Monthly Support			
1	Response to repairs for major outages	Complete systems failure	10% MRC of Service* if outage > 4 hours 25% MRC of Service* if outage > 8 hour 50% MRC of Service* if outage > 12 hours 100% MRC of Service* if outage > 24 hours
2		Complete operational tools service outage	
3		Trunk card failure causing > 20% of the trunk lines to fail or trunk rotary to operate improperly	10% MRC of Service* if outage > 24 hours 25% MRC of Service* if outage > 48 hour 50% MRC of Service* if outage > 72 hours
4		Station ration failure > 20%	100% MRC of Service* if outage > 84 hours
5		Noise problems due to equipment failure	
6	Response to repairs for minor outages	Individual voice component outages	100% MRC of Service* if outage > 24 hours
7		Individual service operational tools component outages	100% MRC of Service* if outage > 84 hours

1. Complete System failure refers to any failure that renders the system inoperable. Since the STEPS Pricing calculator has unbundled the system into sub systems, such as the baseline phone system processing core, the Voicemail/UM, and the ACD systems, the complete system failure is applicable to each sub-system. This service level violation is subject to ALL subscribed monthly service charges in the pricing calculator for all affected sites. In addition, the Monthly Recurring Charges (MRC) will be relevant to the MRC associated with the subsystem and associated License. For example, should the Voicemail system fail inoperable, while the phone system remain operational, then the MRC will be associated with charges related to the Voicemail/UM core, core upgrade & the Voicemail/UM licenses for that failed site.
2. Complete Operational Tool service outage refers to any incident which affects the Customer or SUNCOM NOC access to the Contractor provided operational tools. The MRC associated with this service level is the entire customer monthly obligations associated with the monthly support services for affected site(s). Monthly support services refer to the services that were included in the pricing calculator as a new column.
3. Greater than 20% Trunk Card/Trunk Lines failure refers to percentage of outages that prevent customer accessing PSTN or Private Network (depending on the trunk/line configuration) facilities. This service level violation is subject to the appropriate percentage of ALL subscribed monthly service charges in the STEPS pricing calculator for the affected sites.

4. Greater than 20% Station Ratio failure refers to percentage of outages that prevent users/stations access the system facilities, services and/or features. This service level violation is subject to the appropriate percentage of ALL subscribed monthly service charges in the STEPS pricing calculator for the affected sites.
5. Noise problems due to equipment failure refer to any or all noise problems associated with faulty or poorly configured equipment and/or services. This service level violation is subject to the appropriate percentage of ALL subscribed monthly service charges in the STEPS pricing calculator for the affected sites. In the event that the system is fully operational, and noise affects only a specific few users (less than 20%), then the MRC shall be associated with any charges associated with those stations. If the few stations comprises 20% or more of the total number of stations, then the MRC will be based on the entire customer monthly obligations for the affected site(s).
6. Individual voice component outages refer to single voice component failure that does not affect any other systems/services operation. This service level violation is subject to the appropriate percentage of ALL subscribed monthly service charges in the pricing calculator associated with that specific component.
7. Individual service operation tools are defined as any tool(s) that are used to operate and manage the overall voice service and associated components including not but limited to MAC, monitoring, measuring, reporting, and troubleshooting suites. This service level violation is subject to the appropriate percentage of the entire monthly support services charges for the affected sites.

SUNCOM Vendor Management			
8	Adds, Moves, Changes	> 3 business days	50% MRC of Service* ordered if performance target not met.
9	System Programming	> 5 business days	50% MRC of Service* if performance target not met.
10	Notification of outages	> 30 minutes	5% MRC of Service
11	Notification of degradation	> 60 minutes	5% MRC of Service
12	Post mortem reports	> 2 business days	10% MRC of Service

8. SUNCOM Vendor Management is crucial since the Customer has placed their trust in operating their communication services in the hand of the STEPS partners. Any MAC service level violation is subject to the appropriate percentage of the entire monthly charge for SUNCOM Monthly Support and SUNCOM Vendor Management. When the MAC orders are considered extensive, an agreement with customer and Department should be developed in advance via a statement of work process, identifying the agreed upon deadlines. SLA penalties will be applied according to the new deadlines

9. System programming refers to the requirements for programming the PABX and/or any complimentary system that is a part of the customer's day-to-day operations in accordance with their requirements (excluding IVR and Call Center solutions). As an example and not limited to, system digit translation or manipulation, change in class of service, feature enablement or disablement, dial plan programming, etc. Any MAC service level violation is subject to the appropriate percentage of the entire monthly charge for SUNCOM Monthly Support and SUNCOM Vendor Management. When the system programming requests are considered extensive, an agreement with customer and Department should be developed in advance via a statement of work process.
10. Notification of outages refers to the responsibility to report outages to all affected customers as well as SUNCOM NOC. This is not limited to only SUNCOM Vendor Management and applies to all SUNCOM Users. Any notification SLA violation is subject to the appropriate percentage of the entire monthly charge for monthly support services per affected site.
11. Notification of service degradation refers to the responsibility to report service degradation conditions to all affected customers as well as SUNCOM NOC. This is not limited to only Contractor management and applies to all SUNCOM STEPS (Rental) customers. Any notification service level violation is subject to the appropriate percentage of the entire monthly charge for monthly support services per affected site.
12. Post mortem reports refer to responsibility to provide full and detailed root cause analysis of the outages/issues to the customer and the SUNCOM NOC. Any post mortem report service level violation is subject to the appropriate percentage of the entire monthly charge for monthly support services per affected site.

SUNCOM Vendor Management			
13	New voice system installation	Configuration 1	10% MRC of Service* if delay > 30 days 25% MRC of Service* if delay > 35 days 50% MRC of Service* if delay > 40 days 100% MRC of Service* if delay > 45 days
14		Configuration 2	10% MRC of Service* if delay > 45 days 25% MRC of Service* if delay > 50 days 50% MRC of Service* if delay > 55 days 100% MRC of Service* if delay > 60 days
15		Configuration 3	10% MRC of Service* if delay > 75 days 25% MRC of Service* if delay > 80 days 50% MRC of Service* if delay > 85 days 100% MRC of Service* if delay > 90 days
16		Configuration 4	10% MRC of Service* if delay > 90 days 25% MRC of Service* if delay > 95 days 50% MRC of Service* if delay > 100 days 100% MRC of Service* if delay > 105 days
17	New individual component	> 10 business days	10% MRC of Service* ordered

13. New voice system installation refers to the responsibility of installing and configuring the entire voice system within the specified service level threshold of days for each Configuration Type. The voice system must be completely operational; otherwise, the SLA violation is subject to the appropriate percentage of SUNCOM Monthly Support and SUNCOM Vendor Management monthly service charges in the pricing calculator for all affected sites. All new system installations requirements shall be set forth in the Design Proposal

14. New individual component delivery refers to once an order is received via CSA, the responsibility of shipping and delivering the component within the specified service level threshold of ten (10) days. An SLA violation is subject to the appropriate percentage of the entire cost of the component(s) subject to failure to follow the approved and Customer agreed upon escalation procedure. In certain circumstances beyond the control of the manufacturer, the delivery of the components within the required time frame is not possible. The Contractor shall demonstrate that it has exhausted efforts to fulfill its obligations and has escalated the order fulfillment to the highest level. All Contractors shall provide an escalation procedure.

SUNCOM Service Delivery			
18	Billing dispute between SUNCOM and Prime or Sub-Contractor	> 30 days	10% MRC of Service*
19	Project plans (PMI)	Failure to keep project plans accurately updated per voice system	10% MRC of Service*
20	Task delivery dates	> date agreed by all parties	10% MRC of Service*
21	SUNCOM required analysis or correction of Prime or Sub-Contractor data files	Failure to correct, analyze, or troubleshoot the billing data file submitted to SUNCOM > 7 days	10% MRC of Service*
22	Implement required changes to billing data files	> 90 days	10% MRC of all Services*

15. Upon notification from Department, if the Contractor is unable to resolve the billing dispute the invoice is subject to 10% of the cost for the entire invoice to the Department. If the Contractor is unable to correct the problem, subsequent invoices shall also incur the SLA penalty. This monthly recurring penalty will continue until the entire dispute is resolved. This is in addition to the withholding to the disputed portion.

16. All project plans related to the implementation of any voice system or voice system components shall be tracked and updated by the Contractor on a weekly basis. This service level violation is subject to the appropriate percentage of ALL subscribed monthly service charges in the pricing calculator for the affected sites.

17. All tasks related to the overall SUNCOM service delivery deadlines shall be mutually agreed by the Department and the Contractor. The SLA violation is subject to the appropriate percentage of the full monthly service charges in the Calculator for the affected sites.

18. The Department may require analysis or correction of the Contractor's data files. Requests made to Department to correct, analyze, report on, or troubleshoot the Contractor supplied data shall incur the penalty against the monthly recurring cost invoiced for the month the request is made (i.e. a the Contractor request made in the month of April, shall apply to the April invoice submitted to the Department.) The Department shall not change the raw data submitted by the Contractor. The Department will notify the Contractor in writing if there is an issue requiring analysis or data file correction. Upon notification, the Contractor has the defined time-threshold to perform the requested activity. This SLA is meant to ensure Department' resources are not over utilized correcting Contractor invoicing. Validation of the Contractor invoice will be made by the Department using the order submission and completion information in the CSA. If the invoice is incorrect based on this order information, the Contractor is responsible for all corrections. The monthly recurring cost associated with this SLA continues every month after the threshold is exceeded and the request or correction is not completed. The monthly recurring cost is calculated using the entire cumulative monthly obligations for all customers in the invoice to the Department. Unpaid disputed amounts are in addition to the penalty described herein.

19. The Contractor threshold applies to implementing the Department requested changes to file transfers, file formats, or transfer methods. These changes may be required for the Department to process the Contractor's invoices and allow the Department to pass-through charges to the SUNCOM Users. The monthly recurring cost associated with this SLA continues every month if changes are not implemented and is based on the entire cumulative monthly obligations for all SUNCOM Users.

Exhibit D – STEPS Operational Procedures

The Department is responsible for assisting SUNCOM Users with developing the business case, project plan, implementation schedule, operations, and maintenance of STEPS. The Department supports STEPS through the following Department bureaus:

- Engineering: The Bureau of Engineering is responsible for the overall design of the SUNCOM MyFloridaNet (MFN) backbone transport network. This network provides the interconnection of STEPS through an IP backbone. Engineering is responsible for assuring the protocols and interconnections of STEPS are appropriately engineered and maintained. Engineering develops and manages the STEPS Contract and assures compliance with all terms and conditions by the STEPS contractors.
- Customer Service: The Bureau of Customer Service supports end users during the evaluation of **all alternative SUNCOM services** to assure that implementations are appropriately priced and evaluated. During the installation of a STEPS solution, Customer Service is responsible for coordination of installations, adds, moves, and changes related to network infrastructure provided by SUNCOM. Customer Service also provides a point of escalation through the SUNCOM Network Operations Center (SUNCOM NOC) when problems require escalation.
- Financial Operations: The Bureau of Financial Operations is responsible for accepting invoices and making payments in support of SUNCOM STEPS. Financial Operations, working with the SUNCOM NOC will also make certain that violations of SLA's are appropriately credited to the end user.

The following items have been identified as being the responsibility of the Department during a STEPS project:

- The Bureau of Customer Service will assist the end user in developing a business case to determine if a transition to a STEPS solution is in the best interest of the agency. This will include development of a business case including a needs assessment and a requirements analysis.
- The Bureau of Customer Service will assist the end user in determining their current network specifics including locations, users, requirements, and supporting systems.
- The Bureau of Customer Service will document the agency requirements in a Discovery Document to be distributed to the SUNCOM STEPS contractors to use for pricing and engineering a specific solution.
- The Bureau of Customer Service will review the pricing and engineering supplied by the STEPS contractors and provide a professional analysis and recommendation to the end user related to the proposed services.
- The Bureau of Customer Service will accept a CSA for the initial STEPS order. The CSA should include a SUNCOM STEPS Calculator, a bill of materials (BOM), engineering diagrams, and a completed Statement of Work (SOW) detailing all deliverables.
- The Bureau of Customer Service will issue the CSA for the order to the STEPS contractor and accept CSA's to install new lines and circuits, to transfer existing lines and circuits, and to disconnect unused lines and circuits.
- The Bureau of Customer Service will work with the STEPS contractor and other SUNCOM service providers to install new lines and circuits and to transfer existing lines and circuits.

- The Bureau of Customer Service will assure the SUNCOM STEPS solution operates in the manner in which it was ordered and that the SUNCOM customer has received all services ordered.

SUNCOM VoIP Engagement & Implementation Plan

Opportunity Identification & Vendor Engagement

- STEPS solutions proposed to State of Florida agencies that are required to use SUNCOM services by Chapter 282 F.S. will be reviewed by the Bureau of Customer Service in light of the entire SUNCOM portfolio of services. This will include an evaluation of costs, functions, features, benefits, and efficiencies for all available alternatives. The Department has a stated mission and a statutory obligation to provide the most cost effective telecommunications meeting the needs of Required User.
- Solutions proposed to eligible users (municipalities, counties, cities, and non-profits) will require a CSA with the applicable attachments as defined in this document.
 - After SUNCOM review of the CSA, if the solution meets the requirements of the eligible user and is appropriately priced with respect to the Contract, the solution will be approved.
 - If the solution does not meet the requirements of the Eligible User or is not priced appropriately with respect to the Contract, the solution will be negotiated with the Contractor for correction. If the Contractor corrects the proposal sufficiently to satisfy the Department and the Eligible User, it will be approved. Otherwise, the Eligible User may, at their own discretion and choice, elect to review other SUNCOM options or to proceed with the procurement without the assistance of SUNCOM contracts and services.

Evaluation Procedure for Alternative SUNCOM Solutions for “Required” Users

- Discovery
 - The Department will meet with the end user to identify and explore needs and requirements
 - The Department will assist with the development of the business case.
 - The Department will assist in developing discovery documents which provide an accurate inventory of the desired network components and capabilities.
 - The Department will begin compiling current voice/data billing information from its database to support the business case for a transition to STEPS.
- Request for Assistance with Pricing (“RAP”)
 - The Department will combine all Discovery information into a RAP document.
 - The Department will develop a timeline to meet customer needs with respect to obtaining quotes from STEPS contractors.
 - The Department will accept quotes from the Contractor. Quotes should include the Calculator, the BOM, and network diagrams.
 - The Department will review the quotes and request clarifications as needed. Once the quotes are finalized they will be discussed with the end user.
- Customer Presentations
 - The Department will coordinate with the Customer to entertain oral presentations from the Contractor under final consideration.
 - The Customer has option to receive presentations from all Contractors or to narrow the scope of potential Contractors at this time.

- System Selection
 - The Customer will decide on which solution they wish to procure.
 - The Department will inform all contractors of the decision.
 - The Department will work with the end user and the selected contractor to finalize the Calculator, the BOM, the engineering design, and SOW.
 - The Customer submits an inbound CSA including the parts of the Design Proposal
 - The Department reviews the documents and formally approves them.
 - The Department submits an outbound CSA's to Contractor including required attachments.
 - The Contractor works with the Department and the Customer to schedule an initial implementation meeting to introduce project managers.

Installation & Completion

- The Contractor will coordinate periodic review meetings with the Department and the Customer.
- Acceptance
 - The Contractor will provide a systems acceptance document which will be signed by the end user when the installation has been satisfactorily completed.
 - The Contractor will provide a copy of the signed system acceptance to SUNCOM NOC for its acceptance, if the procurement is a Rental option.
 - The Contractor will complete and close the CSA with final system acceptance attached.

Billing Led by Bureau of Financial Management

- The mailing address (USPS/FedEx/UPS) for invoices is:

Department of Management Services
Division of Telecommunications
4050 Esplanade Way
Building 4030; Suite 235
Tallahassee, Florida 32399-0950

CERTIFIED SYSTEM INSPECTION CHECKLIST
STATE OF FLORIDA, STEPS CONTRACT

The Contractor listed below has successfully installed this system per the specifications of the State of Florida STEPS Contract. Responses marked with YES do not require further explanation. Responses marked with NO require additional explanation with supporting documentation. Send the form completed separately for each site location with installed equipment to:

Department of Management Services
Division of Telecommunications
SUNCOM NOC - Attention: SUNCOM NOC Manager
4050 Esplanade Way
Building 4030
Tallahassee, Florida 32399-0950

Customer name _____	City (note 1) _____
Address (note 1) _____	Telephone number (note 1) _____
Contact name _____	Contact title _____
Type System & _____	Contract Email _____
Contractor name _____	Contact name _____
Copy of CSA is attached; YES ___ NO ___	Inspection Date _____
Inspection conducted by _____	In-Service Date _____
Customer Signature _____	Contractor Signature _____

The following pages cover areas of concern; a YES or NO response should be provided.

Please explain any NO responses (by the item number):

NOTE 1: Location where the equipment is actually installed.

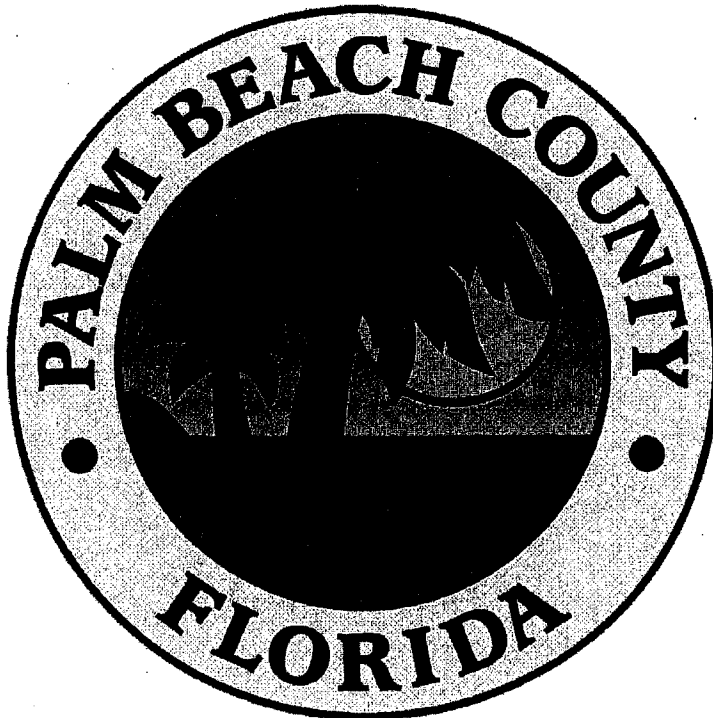
		Respond	
		YES	NO
1.	All equipment specified for the baseline is installed and is performing per customer's objectives. (See note 2)	___	___
2.	All equipment procured per CSA # _____ Order is Installed (attach a copy of the CSA).	___	___
3.	All system software programs have been successfully installed, programmed and tested and licenses and documentation delivered.	___	___
4.	All additional optional application software programs have been successfully installed and the applications tested and appropriate documentations and data provided to the customer.	___	___
5.	Appropriate SUNCOM & TELCO interfaces are in place, cross connected and tested operational.	___	___
6.	All spares, additional equipment per above CSA have been delivered and received by the customer.	___	___
7.	System power and telephone line protectors are installed and in place. (See note 2)	___	___
8.	System programming, System Administration and all system documentations Including user guides are provided.	___	___
9.	As built system configuration data has been backed-up and a copy is left with the agency.	___	___
10.	When primary power is switched off, the system continues to operate on an UPS system/battery backup (if applicable).	___	___
11.	Initial system training has been conducted. Cut-Over training, and follow-on training sessions have been scheduled.	___	___
12.	<u>FINAL CLEANUP</u> Upon completion of the work, the contractor shall reconnect any utilities, equipment or appliances removed in the course of work, and reposition all furniture, etc., moved for the performance of the work. Debris and rubbish caused by the work shall be removed and the premises left clean.	___	___

NOTE 2: Equipment to be installed per manufacturer's instruction and the STEPS contract specifications.

EXHIBIT B
COUNTY WIDE UNIFIED COMMUNICATIONS - VOIP
STATEMENT OF WORK
(Contract No. 100100/DP)

(34 pages)

***County Wide
Unified Communications-VoIP Project
Statement of Work***



***Palm Beach County
Department of Information System Services
Network Services Division***

Table of Contents

1.0	Overview	4
1.1	<i>Introduction</i>	4
1.2	<i>Goal</i>	5
1.3	<i>Stakeholder Identification</i>	5
1.4	<i>General Scope</i>	5
1.5	<i>Critical Success Factors</i>	6
2.0	GENERAL REQUIREMENTS	7
2.1.	<i>Introduction</i>	7
2.2.	<i>Design Considerations</i>	7
2.3.	<i>Statement of Work</i>	7
2.4.	<i>Quality Assurance</i>	8
2.5.	<i>Execution</i>	8
2.6.	<i>Systems Integration</i>	10
2.7.	<i>Deliverables</i>	10
2.8.	<i>Acceptance</i>	12
2.9.	<i>Commissioning</i>	13
2.10.	<i>Payment Milestones</i>	13
2.11.	<i>Project Timeline</i>	13
2.12.	<i>Warranty</i>	14
2.13.	<i>Maintenance</i>	14
3.0	SYSTEM SPECIFICATIONS	16
3.1.	<i>Summary</i>	16
3.2.	<i>Design Considerations</i>	16
3.3.	<i>Scope of Work</i>	20
3.4.	<i>Quality Assurance</i>	21
3.5.	<i>Execution</i>	21
3.6.	<i>Training</i>	23
3.7.	<i>Deliverables</i>	23
3.8.	<i>Acceptance</i>	23

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

3.9. Warranty	24
3.10. Maintenance	24
APPENDIX A: Bill of Materials	25
APPENDIX B: Design Proposal	26
APPENDIX C: Sites Rollout	27
APPENDIX D: Training	34

1.0 Overview

1.1 Introduction

Palm Beach County (hereinafter referred to as the COUNTY), a Political Subdivision of the State of Florida, through its Information Systems Services (ISS) Department, has determined that the legacy Private Branch Exchange (PBX) systems throughout the County must be replaced. The need for such replacement prompted the COUNTY to commence planning, evaluating, designing and implementing a new Unified Communications (UC) Voice over Internet Protocol (VoIP) platform to meet the day-to-day communications needs of the COUNTY.

- 1.1.1 To meet these needs, the COUNTY is concluding that the most effective operations philosophy would be to consolidate all existing legacy PBXs into one single Enterprise Unified Communications Platform that can handle current and future day-to-day operations needs of the COUNTY.
- 1.1.2 To implement this strategy, the COUNTY is choosing to first install a Unified Communications Infrastructure “core” in two separate Data Centers. The “core” will serve as the foundation on which remote sites and endpoints are connected.
- 1.1.3 For availability, reliability and survivability purposes, the two facilities for the Unified Communications Infrastructure “core” are geographically located inside of Palm Beach County. The designated Data Centers are the COUNTY’s Emergency Operations Center (EOC), located at 20 S. Military Trail, West Palm Beach, FL 33415 and the COUNTY’s Governmental Center Complex (GCC); located at 301 N. Olive Ave, West Palm Beach, FL 33401.
- 1.1.4 A scope of work has been created to outline system performance, configuration, installation, cut over, commissioning, testing and training. The CONTRACTOR (“UNIFY”- formerly Siemens Enterprise Communications) of this project shall carry out its portion of work as specified by this Statement of Work (SOW) and the Amended and Restated Telephony Equipment and Services Contract No. 730-000-09-1 dated effective March 1, 2012 by and between the State of Florida Department of Management Services (“DMS”) and the CONTRACTOR, as amended (the “Contract”). The COUNTY is allowed to make purchases as an Eligible User (as defined in the Contract). Accordingly, the software, products and services

specified in this SOW are subject to and governed by the terms and conditions of the Contract. Capitalized terms in this SOW shall have the meanings assigned to them in the Contract, or as defined herein. In the event a provision of this SOW conflicts with a provision of the State of Florida Contract, the provision set forth in the State of Florida Contract shall prevail and take precedence. The Contract shall govern the entire project lifecycle and work performed herein even if such Contract has expired before the completion of the project.

- 1.1.5 Either party may request changes to this SOW. Any changes to this SOW will be documented by CONTRACTOR on a Change Order form, which will include a description of the change and its impact on the project, including any impact on costs/charges and schedule. All parties will evaluate the change for approval. Any such changes will not become effective until a Change Order form reflecting the changes has been created, agreed upon and signed by the parties.

1.2 Goal

The overall goal of this project is to replace the COUNTY's legacy PBX environment with a secure, reliable, consolidated Unified Communications (UC) VoIP Platform. Hence this project requires the CONTRACTOR to design, implement, integrate and test various components of the Unified Communications (UC) platform in accordance with the State of Florida Contract and this Statement of Work.

1.3 Stakeholder Identification

The UC Platform will serve both COUNTY employees and customers; as such, there are numerous stakeholders who have an interest in the outcome of this project. Primary Stakeholders are those responsible for approving, managing and using the system once implemented.

1.4 General Scope

The overall scope of this project is to design, purchase, implement, integrate, test and commission various components that, together, will comprise the UC Platform. Provisions for warranty (performance and products) have also been included, as well as the acceptance criteria for each application and the final acceptance and commissioning of the complete integrated UC Infrastructure "core". The scope also accommodates the need for management oversight to ensure all required work is accomplished in a safe,

professional manner and in accordance with the standards and specifications of the COUNTY and the State of Florida Contract. Guidelines have been included to help ensure quality assurance throughout the project.

1.5 Critical Success Factors

The success of the project will depend on the following factors:

- a) Careful coordination, planning and implementation of the entire UC Infrastructure.
- b) Assuring that all components meet the functional, operational and performance specifications as specified in this document.

END OF PART 1.0

2.0 GENERAL REQUIREMENTS

2.1. Introduction

Part 2.0 and Part 3.0 of this document describe the work to be performed to meet the goals of Palm Beach County's Unified Communications initiative. Specifically, Part 2.0 contains the overall responsibilities of the CONTRACTOR to design, install, test and implement a complete fully functional, operational integrated Unified Communications Infrastructure "core" that meets all the requirements of the COUNTY. Part 3.0, along with the Appendices (Part 4.0), describes the specific tasks and deliverables, as well as the necessary details for installing, testing and implementing each of the sub- systems, and components that comprise the comprehensive Unified Communications solution. The CONTRACTOR must refer to Part 2.0, Part 3.0, Part 4.0, and the State of Florida Contract collectively for performing all work.

2.2. Design Considerations

General

- 2.2.1. All connections of Unified Communications (UC) Infrastructure "core" to the COUNTY's LAN, WAN, Space, Power, Network Cabling and Controlled Environment, and any additional mutually agreed upon responsibility will be provided by the COUNTY.
- 2.2.2. Centralized UPS and backup emergency power to support the Unified Communications (UC) Infrastructure "core" will also be provided by the COUNTY. Refer to Part 3.0 for additional Design Considerations.

2.3. Statement of Work

The CONTRACTOR shall:

- 2.3.1. Be wholly responsible and accountable for all work and services to be performed under this Scope of Work as specified in the State of Florida Contract, excluding that which is specifically identified as the responsibility of the COUNTY.
- 2.3.2. Hold a kickoff meeting with the COUNTY within four weeks of signed contract.
- 2.3.3. Ensure that the Unified Communications Infrastructure "core" is correctly installed, implemented and tested; and that the "core" is properly integrated and

fully tested as a single operational entity that functions seamlessly to meet the requirements of the COUNTY.

2.3.4. Perform System Acceptance and System Integration testing in accordance with the State of Florida Contract. The System and System Integration Tests will test the entire Unified Communications (UC) Infrastructure “core” and all external interfaces to ensure all systems, subsystems and components are fully integrated and together meet the technical requirements specified in this document.

2.3.5. Document and submit the final System Acceptance and System Integration Test results to the COUNTY for review. The final test results shall be approved and officially signed off by the COUNTY after the Unified Communications (UC) Infrastructure “core” successfully passes all functional and performance criteria stipulated in the Systems Acceptance and System Integration Test Plans.

2.3.6. Provide a detailed Transition plan and coordinate with the COUNTY and other necessary parties for the cutover of the Unified Communications (UC) Infrastructure “core” to a production environment. The COUNTY will review and either approve or disapprove the Transition plan. If the proposed plan is disapproved, the CONTRACTOR shall revise the plan and resubmit.

2.4. Quality Assurance

Refer to the State of Florida Contract.

2.5. Execution

The COUNTY reserves the right to approve or disapprove subcontractors engaged by the CONTRACTOR for this project. Refer to the State of Florida Contract Section 12.30 Employees, Subcontractors, and Agents.

Pre-Installation

The CONTRACTOR shall:

2.5.1. Provide a list of all key personnel, to include: their level of commitment, contact information, position title, roles and responsibilities, supervisor and supervisor’s contact information. Key personnel includes, but are not limited to:

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

- a) Program/Project Managers.
 - b) Systems Integrators.
 - c) Engineers and Lead Technicians.
- 2.5.2. Obtain approval from the COUNTY for all procurement of equipment/hardware and software required under this Statement of Work. All equipment/hardware, software and other required materials shall be acquired in a timely fashion in order to facilitate completion of assigned work according to the agreed upon Project Schedule.
- 2.5.3. Be responsible for storage of all purchased equipment and materials in accordance with Section 5.5 Title of the State of Florida Contract. All equipment shall be delivered to the COUNTY in its original packaging with labels intact and identification clearly marked.
- 2.5.4. Open, inspect and check for defects of all equipment upon delivery with designated COUNTY personnel. The equipment will be compared to the equipment specified in Appendix A - Bill of Materials. The equipment shall not be damaged in any way and shall comply with the manufacturer's operating specifications. If the equipment is not correct or is found to be defective, the equipment shall be returned to the manufacturer immediately and a new order placed for the correct and/or non-defective equipment at no cost to the COUNTY. Furthermore, the COUNTY will have sole discretion to decide whether or not damaged equipment will be repaired or replaced.
- 2.5.5. Provide all drawings and permits necessary to perform work outlined in Part 2.0 and Part 3.0 of this document, in accordance with the State of Florida Contract.

Installation

The CONTRACTOR shall:

- 2.5.6. Refer to the State of Florida Contract Section 12.11 Installation.
- 2.5.7. Bear full responsibility for the safety of their personnel to include all subcontractors and others employed by the CONTRACTOR. The CONTRACTOR shall also bear full responsibility for any hazardous or unsafe conditions associated with the work being performed under this Scope of Work.

- 2.5.8. Install all equipment and materials, in a neat and workman-like manner, in accordance with accepted industry practices. Installations shall be completed by competent technicians and/or engineers. Inspection of all installations will be performed by designated COUNTY personnel prior to the COUNTY's approval of the installation. Such approval shall be limited in scope to the specific equipment/subsystem's physical installation, and shall not be construed to imply any form of acceptance of a system or subsystem.
- 2.5.9. Place materials only in those locations that have been previously approved. Any deviation from these locations must be approved by the COUNTY.
- 2.5.10. Perform no portion of the work requiring submittal and review of record drawings, shop drawings, designs, product data, or samples until the respective submittal has been reviewed and approved by the COUNTY.

2.6. Systems Integration

The CONTRACTOR shall:

Refer to the State of Florida Contract.

- 2.6.1. Refer to the State of Florida Contract Section 4.2 Proposals.
- 2.6.2. Refer to the State of Florida Contract Section 8.0 Professional Services.
- 2.6.3. Refer to the State of Florida Contract Exhibit A Technical Specifications.

2.7. Deliverables

The CONTRACTOR shall:

Refer to the State of Florida Contract.

- 2.7.1. Refer to State of Florida Contract Section 8.0 Professional Services.
- 2.7.2. Refer to State of Florida Contract Section 9.0 Operational Procedures.
- 2.7.3. Refer to the State of Florida Contract Section 13.0 Special Conditions.

2.7.4. Provide the following deliverables to the COUNTY for review and approval:

- a) Project Management Plan.
- b) Transition and Commissioning Plans.
- c) Cutover Plan.
- d) Design Proposal in accordance with the State of Florida Contract Section 9.2 Design Proposal. In the event a provision of this SOW conflicts with the CONTRACTOR Design Proposal, the provision set forth in the SOW shall prevail and take precedence.
- e) Test Plans.
- f) As-Built Drawings.
- g) Issues and Status Logs.

2.7.5. Provide the following additional deliverables for the Unified Communications (UC) system:

- a) Inventory (Serial and Model numbers) of all equipment and software, including spares.
- b) Catalog Cut Sheets for all equipment.
- c) Proof of Ownership for all equipment and software. Refer to the State of Florida Contract Section 13.0 Special Conditions.
- d) Manufacturer's warranty for all equipment.
- e) Licenses and permits for all software.
- f) Software installation and configuration parameters.

- g) Equipment installation and configuration, including any unique wiring and circuit modifications which are not part of the standard equipment documentation.
- h) Acceptance Test Plan and Test results.
- i) *Operator's Manual* in electronic form.
- j) *Operation and Maintenance Manual* in electronic form.
- k) Approved Operation and Maintenance Agreement, where applicable. This will include Maintenance Agreement Number(s) for all covered equipment.
- l) Training Materials: provide training materials in the form of electronic copies and specific instructional media used during training; including print, electronic media and audio/visual aids. The training materials shall be such that it can be reused by the COUNTY for future training purposes.

2.8. Acceptance

- 2.8.1. Acceptance of the Unified Communications (UC) Infrastructure "core" will take place in accordance with the State of Florida Contract Sections 2.1.1 Acceptance, 8.5 Performance Period, 12.12 Risk of Loss, and Exhibit E Certified System Specification.
- 2.8.2. All tests will be conducted by designated COUNTY personnel in presence of the CONTRACTOR. The CONTRACTOR will document the results in a draft copy of the Test Plan at the time of the Test. Formal Test Reports will be submitted to the COUNTY after completion of the Tests. Only authorized COUNTY personnel may sign-off on the Pass or Fail for a given Test.
- 2.8.3. The COUNTY reserves the right to revise the acceptance test plan for the Unified Communications (UC) Infrastructure "core" within two weeks of receipt of the deliverables. The CONTRACTOR shall successfully and verifiably pass all the revisions made. Such revisions to test plans will be provided to the CONTRACTOR prior to the start of any test that will be affected by the change.

- 2.8.4. For failed tests, the CONTRACTOR shall make appropriate changes, document the steps necessary for remediation of such failures, and submit the plan to the COUNTY within the agreed upon timeframe of such failed tests. The CONTRACTOR shall retest and submit new test results to the COUNTY for review and re-consideration for acceptance.
- 2.8.5. Any and all testing modifications must be approved by the COUNTY and the affected test case must be documented to reflect the specified change.
- 2.8.6. There shall not be any partial acceptance of the Unified Communications (UC) Infrastructure “core”.

2.9. Commissioning

- 2.9.1. The Unified Communications (UC) Infrastructure “core” shall be commissioned after the successful acceptance of the system as defined in section 2.8. Commissioning will mark the entire Unified Communications (UC) Infrastructure “core” moving from an implementation and test environment to a production/operations environment where it will start carrying out intended functions. Commissioning will mark the end of this phase (Phase 0) of the project.
- 2.9.2. There shall not be any partial commissioning of the Unified Communications (UC) Infrastructure “core”.

2.10. Payment Milestones

In accordance with the State of Florida Contract, payment milestones will be tied to the acceptance of each Project Phase and/or each site; the successful download of user licenses, as identified in the BOM, to the UC “core”; 3 year Software Assurance; and Unify Fast Track Technical Training.

2.11. Project Timeline

A project schedule will be mutually developed, between the COUNTY and the CONTRACTOR, during the project kick-off meeting. Due to the complexity of the project, both parties acknowledge and agree that the proposed deployment of the solution to be provided hereunder will fall outside of the ninety (90) day configuration timeline outlined in Section 8.4 Installation Timeframes of the State of Florida Contract. Therefore, notwithstanding, both CONTRACTOR and the COUNTY agree upon the estimated timeline

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

identified below, as required in the State of Florida Contract Section 8.4, and further agree that the below estimated timeline is subject to change.

For now, the project schedule is based on the following timeline:

- Phase 0: Core Standup, integration to existing legacy infrastructure, standard testing, and acceptance (0-7 months to complete).
- Phase 1: User Deployment of approximately 25 sites and 1,600 endpoints/UC users shall begin no later than one month after the completion of Phase 0 (4-12 months to complete), with site-by-site acceptance.
- Phase 2: User Deployment of 4,000 endpoints/UC users shall begin no later than one month after the completion of Phase 1 (13-24 months to complete), number of sites To Be Determined (TBD) by the COUNTY, with site-by-site acceptance.
- Phase 3: User Deployment of remaining 4,400 endpoints / UC users shall begin no later than one month after the completion of Phase 2 (25-36 months to complete), number of sites TBD by the COUNTY, with site-by-site acceptance.
- The CONTRACTOR shall provide Project Management for the above Phases 0 - 1.

2.12. Warranty

General:

The CONTRACTOR shall:

Refer to the State of Florida Contract.

2.13. Maintenance

General:

The CONTRACTOR shall:

2.13.1. As allowed by the State of Florida Contract Section 5.3 Purchase of Standard Maintenance Agreement, the COUNTY will negotiate a separate maintenance agreement outside of the State of Florida Contract with the CONTRACTOR.

END OF PART 2.0

3.0 SYSTEM SPECIFICATIONS

Refer to the State of Florida Contract.

Refer to the State of Florida Contract Exhibit A Technical Specifications.

3.1. Summary

The purpose of this section is to provide additional information necessary as a basis for the design and implementation of a Unified Communications (UC) Infrastructure platform for Palm Beach County's Information Systems Services Department.

The Unified Communications (UC) Infrastructure platform will provide inter-office communications via the County's Data/IP Network and Incoming & Outgoing call connections will be via SIP (Session Initiation Protocol) Trunks over two different SIP Provider Networks. The Unified Communications (UC) Infrastructure "core" will be a virtualized solution of the Unify OpenScape platform which shall include OpenScape Voice, OpenScape Unified Communications, OpenScape Xpressions Messaging and OpenScape Session Border Control (SBC) applications.

3.2. Design Considerations

- a) The Unified Communications system shall have the capability to network and/or integrate with the County's Data Network, IP Infrastructure, Legacy TDM PBX Infrastructure, CDR platform, Email platforms, Active Directories, Microsoft Lync and video conferencing solution.
- b) The Unified Communications Infrastructure "core" is to be configured for critical redundancy; providing at least 99.9% uptime, in accordance with the State of Florida Contract.
- c) The Unified Communications Infrastructure "core"/OpenScape Voice are to be licensed for a minimum of ten thousand (10,000) IP users and two thousand (2,000) analog devices of the current available software release.

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

- d) The Unified Communications Infrastructure “core”/Session Border Control (SBC) are to be licensed for a minimum of one thousand five hundred (1,500) sessions per Data Center and shall route calls via two different SIP Provider Networks.
- e) The Unified Communications Infrastructure “core”/Xpressions Messaging are to be licensed for a minimum of ten thousand (10,000) users.
- f) The Unified Communications Infrastructure “core”/Unified Communications applications are to be licensed for a minimum of ten thousand (10,000) users.
- g) The COUNTY will provide site specific input information needed for proper configuration and operation of the Unified Communications Platform.
- h) A complete list of Products and Services that the CONTRACTOR shall provide to the COUNTY is specified in the Bill of Materials (“BOM”), and summarized in the following table(s). In the event of any inconsistency between the below table(s) and the list of Products and Services in the BOM, the list in the BOM will prevail. Please see Products and Services table below and Appendix A for Bill of Materials.

Products and Services				
Primary Data Center (Core 1)	OpenScope Voice (“OSV”), Node 1	Designed to deliver SIP based voice services via geo-separated OpenScope Voice nodes. The architecture is designed to operate over the Customer’s existing local area network (“LAN”)/ wide area network (“WAN”) infrastructure.	Dynamic licenses included	VM
Primary Data Center (Core 1)	OpenScope Session Border Controller (“OS SBC”)	Designed to provide internet protocol (“IP”) SIP trunking connectivity to the Customer’s provided SIP Trunking provider for external public switched	SBC Session licenses included	VM

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

		telephone network ("PSTN") access.		
Primary Data Center (Core 1)	OpenScope Xpressions voicemail ("Voicemail") Active Kernel/ Satellites	Designed to provide voicemail boxes and voicemail services (recording, forward, greetings, etc) using VoIP protocols; SIP and Real-Time Transport Protocol ("RTP"). The system utilizes subscriber and media channel licensing for system operation.	Voicemail licensing included, Media streaming licenses included	VM
Primary Data Center (Core 1)	Unified Communications ("UC")	Designed to provide the following: One number service Telephony presence Large audio conferencing Openfire messaging UC mobile application access	Unified Application Enterprise Licenses included; Audio Conferencing channel licenses included	VM
Primary Data Center (Core 1)	OpenScope Deployment Licensing Server ("DLS")	Designed to provide centralized end-point management (hard phones, soft phones, gateways)	User licenses included	VM
Primary Data Center (Core 1)	VMware Vcenter (active)	Designed to provide centralized configuration and management of the VMware virtualized architecture and application solution	System licenses included	Discrete server
Primary Data Center (Core 1)	VMware Vcenter Data Base (active)	Designed to provide centralized configuration and management of the VMware virtualized architecture and application solution	System licenses included	Discrete server
Primary Data Center (Core 1)	IBM Hardware servers x3750M4	Will provide the VM infrastructure services for CPU, memory, and storage resources	n/a	Discrete server
Primary	OpenScope	Designed to provide non- IP	Base system license included	Appliance

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

Data Center (Core 1)	Branch 500i gateway	connectivity, including digital T1/primary rate interface ("PRI") trunk connectivity.		
Secondary Data Center (Core 2)	OSV, Node 2	Designed to deliver SIP based voice services via geo-separated OSV nodes. The architecture is designed to operate over the Customer's existing LAN/ WAN infrastructure.	Dynamic licenses included	VM
Secondary Data Center (Core 2)	OS SBC	Designed to provide IP SIP trunking connectivity to the Customer's provided SIP Trunking provider for external PSTN access	SBC Session licenses included	VM
Secondary Data Center (Core 2)	Voicemail, Warm Standby Kernel/ Satellites	Designed to provide voicemail boxes and voicemail services (recording, forward, greetings, etc) using VoIP protocols SIP and RTP. The system utilizes subscriber and media channel licensing for system operation.	Voicemail licensing included, Media streaming licenses included	VM
Secondary Data Center (Core 2)	VMware Vcenter (cold standby)	Designed to provide centralized configuration and management of the VMware virtualized architecture and application solution	System licenses included	Discrete server
Secondary Data Center (Core 2)	VMware Vcenter Data Base (cold standby)	Designed to provide centralized configuration and management of the VMware virtualized architecture and application solution	System licenses included	Discrete server
Secondary Data Center (Core 2)	IBM Hardware servers x3750M4	Will provide the VM infrastructure services for CPU, memory, and storage resources	n/a	Discrete server
Tertiary location	OpenScope Survivable Authority	Designed to provide "split-brain" resolution authority for geo-separated OSV	n/a	Discrete server

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

		deployment		
Remote Sites	OpenScape Branch Gateway and SIP Proxy (site dependent models)	These devices are designed to act as gateways and provide local VoIP survivability in case of the WAN failure. Models included for the remote locations provide foreign exchange station (“FXS”) and foreign exchange office (“FXO”) interface connectivity options.	OpenScape branch licenses included	Appliance/Discrete server
Remote Sites	Mediatrix Analog Telephone Adapters	Designed to provide a centrally managed FXS solution for the remote offices. Models range from 2 port FXS to 24 port FXS models.	Dynamic licenses included	Appliance

3.3. Scope of Work

The CONTRACTOR shall:

- a) Ensure that all design, implementation and installation requirements from the COUNTY’s Information Systems Services Department are fulfilled, in accordance with the State of Florida Contract and Exhibit A of the State of Florida Contract.
- b) Provide, install and program all Unified Communications Infrastructure “core” hardware, software and adjunct system components listed in the Bill of Materials (BOM). Please see Appendix A for Bill of Materials and Appendix B for Design Proposal.
- c) Provide, install and program all Unified Communications hardware, software and adjunct system components for Remote Site Rollout. Refer to Appendix A for Bill of Materials, Appendix B for Design Proposal and Appendix C for Site Rollout the purchase of information.
- d) Provide credits and discounts to the COUNTY under the CONTRACTOR’s “Trade-UP Program” for each displaced competitor license and handset replaced under this Statement of Work. The COUNTY shall retain ownership of the legacy PBX estate. The credits shall be applied when the CONTRACTOR’s Software Assurance (SWA), OpenScape licenses, and handsets are executed. Credit shall be based on the purchase of ten thousand (10,000) handsets and ten thousand (10,000) licenses.

- e) Provide additional credits and discounts to the COUNTY under the CONTRACTOR's then current "Trade-Up Program" with the purchase of the CONTRACTOR's Contact Center platform.

3.4. Quality Assurance

The CONTRACTOR shall:

Refer to the State of Florida Contract.

3.5. Execution

Pre-Installation

The CONTRACTOR shall:

- a) Coordinate with and obtain the COUNTY's approval prior to installing, programming and configuring any hardware and software that comprise the Unified Communications platform.
- b) Complete up to ten (10) Network Assessments, which will be conducted on-site at the Primary Data Center Sites.
- c) Setup a geo-separated and redundant IBM hardware server infrastructure to provide the virtualization CPU, memory and disk resources for OpenScape portfolio of applications.
- d) Configure VMware VCenter management application and its database as "active" in the Primary Data Center and as "standby redundancy" in the Secondary data center. The infrastructure will be used to provide virtualization to the following application solution components:
 - OpenScape Voice nodes (Primary & Secondary DC)
 - OpenScape Media Resources (Primary & Secondary DC)
 - Central Management Portal Service (CMP) (Primary DC)
 - OpenScape Deployment Licensing Service (DLS) (Primary DC)
 - OpenScape Session Border Controller Service (SBC) (Primary & Secondary DC)
 - OpenScape UC Application Backend Service (Primary DC)
 - OpenScape UC Applications Frontend Service (Primary DC)
 - OpenScape UC Media Resources (Primary DC)

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

- Instant Messaging (Openfire) (Primary DC)
 - OpenScape Facade Service (Primary DC)
 - OpenScape Xpressions Kernel Service (Primary & Secondary DC)
 - OpenScape Xpressions Satellite Service (Primary & Secondary DC)
- e) Setup a virtualized geo-redundant active-active VoIP telephony system using OpenScape Voice SIP session controller application; and install the system within Primary and Secondary Data Centers to utilize the OpenScape Media Server services for the purpose of call tones and announcements. The system will integrate with PSTN using the OpenScape SBC.
- f) Integrate the OpenScape Voice system with the Customer’s legacy Nortel Meridian 81C PBX system using the OpenScape Branch 500i SIP/TDM gateway. This gateway is intended to support 5-digit dialing between the legacy Nortel environment and the new OpenScape environment.
- g) Setup a non-redundant instance of the virtualized OpenScape SBC at Primary and Secondary Data Centers. The OpenScape SBCs will operate independently and process inbound/outbound calls to/from PSTN.
- h) Setup a single virtualized instance of the OpenScape DLS server for the centralized management of OpenScape desk phones. The software will be installed by Supplier in the Primary Data Center (Core1).
- i) Implement and configure a virtualized Voicemail application service at Primary and Secondary data centers. Supplier will configure the system with the warm-standby redundancy with the redundant nodes deployed in the geo-separated Secondary Data center. The Primary Data Center will contain the active kernel and 2 satellites. The Secondary Data Center will host the warm standby replica of the kernel and 2 satellites.
- j) Implement and configure a virtualized OpenScape UC Application service. The system will be configured as a single non-redundant instance in the Primary Data center. The system will provide the following Collaboration Facilities/UC services to the end-users:
- One number service (“ONS” - single number reach)
 - Telephony presence and enterprise availability management

Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work

- Instant messaging
 - Enterprise audio conferencing (meet-me, ad-hoc, scheduled)
 - UC application access for smartphones (UC Mobile clients)
- k) Provide VoIP and application services at the Remote Sites by using OpenScape SIP station end points and analog terminal adapters (OpenScape Branch 50i and/or Mediatrix 4124 models) to support legacy analog devices (faxes, analog courtesy phones, etc). The remote site survivability will be provided using OpenScape Branch SIP Proxies, which will be appropriately sized depending on the number of telephony lines required at the remote sites.

Installation

Refer to Part 2.0 Section 2.5.

Integration

Refer to Part 2.0 Section 2.6.

3.6. Training

Refer to the State of Florida Contract.

- a) Refer to the State of Florida Contract Section 4.2 Proposals.
- b) Refer to the State of Florida Contract Section 8.0 Professional Services.
- c) Refer to the State of Florida Contract Section 11.0 Department Staff Training.
- d) Refer to Appendix D.

3.7. Deliverables

Refer to Part 2.0 Section 2.7.

3.8. Acceptance

Refer to Part 2.0 Section 2.8.

3.9. Warranty

Refer to Part 2.0 Section 2.10.

3.10. Maintenance

Refer to Part 2.0 Section 2.11.

END OF PART 3.0

APPENDIX A: Bill of Materials

Refer to the CONTRACTOR's State of Florida Design Proposal.

APPENDIX B: Design Proposal

Refer to the CONTRACTOR's State of Florida Design Proposal.

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

APPENDIX C: Sites Rollout

Community Services	Community Services	Migrant Workers	810 Datura St.	WPB	111	RB
			3201 Electronics Way			RB
PalmTran	PALMTRAN	PalmTran		WPB	114	
PalmTran	PALMTRAN	PalmTran Connections	3040 S. Military Tr.	Lake Worth	116	RB
Airport Hilton Complex	Information Systems Services	Voice Services	160 Australian Ave.	WPB	14	RB
Airport Hilton Complex	Risk Management	Risk Management	100 Australian Ave.	WPB	176	
Midwestern Community Center	County Commissioners	District 7	200 Civic Center Way	RPB	97	
WUD South County Customer Srvc	Water Utilities	Customer Service	9045 Jog Road	Boynton	126	RB
WUD South County Customer Srvc	Water Utilities	Customer Service	9045 Jog Road	Boynton	6	
Water Plant #11	Water Utilities	Water Plant #11	37900 Hooker Hwy.	B Glade	14	
Fire Station #17	Fire Rescue	Battalion 3	8130 Jog Rd.	WPB		
N. County Substation	Facilities Development & Ops	Facilities Management	8130 Jog Rd.	WPB	21	
N County Substation	Sheriff's Department	Sheriff's Department	8130 Jog Rd.	WPB	76	
Library Annex	Library Department	Library Annex	4639 Lake Worth Rd.	Lake Worth	58	
Okeehetee Nature Ctr	Parks & Recreation	Okeehetee Nature Ctr	7715 Forest Hill	WPB	14	
Palm Tran Dispatch Center	PALMTRAN	Palm Tran Dispatch Center	110 N. Congress Ave.	Delray	16	
Southwinds Golf Course	Parks & Recreation	Southwinds Golf Course	19557 Lyons Road	Boca	20	
Lake Worth	Tax Collector	Tax Collector	3551 S.	Lake Worth	20	

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

Tax Office			Military Tr			
Hattie Fields	Community Services	Headstart & Children Services	990 US 27 North	South Bay	35	RB
PBSO District 7 Substation	Sheriff's Department	Sheriff's Department	17901 State Rd. 7	Boca	58	
Palm Glades Apartments Admin	Community Services	Community Action Council	850 Palm Glades Dr.	B Glade	15	RB
Coconut Cove Waterpark	Parks & Recreation	Coconut Cove Waterpark	11200 B Park Access	Boca	27	
South County Ofc. Complex	Tax Collector	Tax Collector	501 S. Congress Av.	Delray	46	
South County Ofc. Complex	Community Services	Human Services/Pharmacies	345 S. Congress Av.	Delray	217	
Animal Care and Control	Public Safety	Animal Care & Control	7100 Belvedere Rd.	WPB	113	RB
West Boynton Park B	Parks & Recreation	West Boynton Park B	6000 Northtree Blvd.	Lake Worth	15	
Seminole Palms Park	Parks & Recreation	Calypso Bay Waterpark	151 Lamstein Lane	RPB	6	
County Library Central	Library Department	County Library Central	3650 Summit Blvd	WPB	97	
West Boynton Library	Library Department	West Boynton Library	9451 Jog Road	Boynton	30	
Clayton Hutchenson Hort Ctr	Cooperative Extension Service	Agriculture	559 N. Military Tr.	WPB	67	
Sheriff's W Boynton Substation	Sheriff's Department	Sheriff's W Boynton Substation	7890 S. Jog Rd.	Lake Worth	60	
Greenacres Library	Library Department	Greenacres Library	3750 Jog Rd.	Greenacres	25	
Acreage	Library Department	Acreage Library	15801 Orange Blvd	Loxahatchee	30	
Belle Glade	Library Department	Belle Glade	725 NW 4th ST	Bell Glade	30	
Mid-County Senior Center	Community Services	Senior Services	3680 Lake Worth Road	Lake Worth	48	RB
Pahokee	Community	Headstart &	380 E. 5th St.	Pahokee	12	RB

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

Headstart Center	Services	Children Services				
Pahokee Fleet Mgmt, Off and Gar	Facilities Development & Ops	Fleet Management	580 State Market St.	Pahokee	7	
South Bay Headstart Center	Community Services	Headstart & Children Services	625 M.L. King Blvd.	South Bay	10	RB
Mosquito Control	ERM	Mosquito Control	9011 W. Lantana Road	Lake Worth	13	
Morikami Park	Parks & Recreation	Morikami Park	4000 Morikami Park	Delray	33	
Fire Station #19 HQ	Fire Rescue	Battalion 1	322 N. Central Blvd	Jupiter	16	
Fire Station #81	Fire Rescue	Batt 8 - Station #81	PBIA BLDG S-1040	WPB	10	
Fire Station #34	Fire Rescue	Battalion 9	231 Benoist Farms Rd	WPB	15	
Fire Station #42 HQ	Fire Rescue	Battalion 4	14276 Hagan Ranch R	Delray	28	
Fire Station #57 HQ	Fire Rescue	Battalion 5	9030 Vista Del Lago	Boca	14	
Fire Station #28 HQ	Fire Rescue	Battalion 2	1040 Royal PB Blvd.	RPB	10	
Fire Station #73	Fire Rescue	Battalion 7	525 SW 2nd Street	B Glade	10	
Fire Station #91	Fire Rescue	Fire Station #91	1020 Lucerne Ave.	LW	3	
Airports Property	Airports	Airports Administration	PBIA BLDG 846	WPB	66	
Airports Property	Airports	Airport Command Center	PBIA BLDG S-1000	WPB	331	RB
Fire Station #23 HQ	Fire Rescue	Battalion 3	5471 Okeechobee Rd	WPB	8	
South County Courthouse	Information Systems Services	Voice Services	200 W. Atlantic Ave.	Delray	229	
GCC Garage	Public Affairs	Cable TV	215 N. Olive Ave.	WPB	60	
Historical Courthouse	Public Affairs	Public Affairs Admin	300 N. Dixie Hwy.	WPB	50	
JCC Parking Garage	Facilities Development	Parking Offices	505 Banyan	WPB	91	

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

	& Ops					
Criminal Justice Building	Public Defender	Public Defender	421 3rd St.	WPB	278	
Criminal Justice Building	State Attorney	State Attorney	401 N. Dixie Hwy.	WPB	320	
Governmental Center Complex	Clerk & Comptroller	C.J.I.S.	301 N. Olive Ave.	WPB	1073	GCC
Central Courthouse	Clerk & Comptroller	Abstract	205 N. Dixie Hwy.	WPB	1020	RB
Belle Glade Office Complex	Sheriff's Department	Jail	38811 James Wheeler	B Glade	115	RB
Belle Glade Office Complex	Health Department	Health Department	38754 State Road #80	B Glade	139	
Palm Tran Facility	PALMTRAN	Palm Tran	38601 James Wheeler	B Glade	15	
West County Senior Center	Community Services	Senior Services	2916 State Road #15	B Glade	1	RB
Belle Glade Office Complex	Clerk & Comptroller	Clerk & Comptroller - Belle Glade	2976 State Road #15	B Glade	169	
Water Treatment Plant 10	Water Utilities	Water Treatment Plant 10	10930 Okeechobee Bl	RPB	9	
#2 Water Treatment Plant	Water Utilities	Water Treatment Plant 2	2956 W. Pinehurst Dr	Lake Worth	14	
Water Utilities So. Region	Water Utilities	S Reg Water Reclamation	12751 Hagen Ranch Rd	Boynton	31	
#8 Water Treatment Plant	Water Utilities	Water Treatment Plant 8	1500 Jog Road	WPB	12	
Water Treatment Plant #9	Water Utilities	Water Utilities Plant 9	22530 SW 65th Ave	Boca	13	
#3 Water Treatment/Wastewater	Water Utilities	SROC WTP #3	13026 Jog Road	Delray	50	
WUD Central-CROC	Water Utilities	WUD Administration -CROC	8100 Forest Hill Blvd	Lake Worth	165	RB

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

Vista OSC FDO	Commission on Ethics	Ethics	2633 Vista Parkway	WPB	256	
Vista OSC Vehicle Maintenance	Facilities Development & Ops	Fleet Management	2601 Vista Parkway	WPB	118	RB
Vista OSC Purchasing Warehouse	Purchasing	Purchasing Warehouse	2455 Vista Parkway	WPB	27	
Vista OSC Road & Bridge/Traffi	Engineering & Public Works	Road & Bridge	2555 Vista Parkway	WPB	79	RB
Vista Center	Engineering & Public Works	Road & Bridge	2300 N. Jog Rd.	WPB	1135	
Okeechobee Branch Library	Library Department	Okeechobee Branch Library	5689 Okeechobee Blvd	WPB	20	
Southwest County Library	Library Department	Southwest County Library	20701 95th Ave. S.	Boca	40	
Wellington Library	Library Department	Wellington Library	1951 Royal Fern Dr.	Wellington	42	
Lantana Library	Library Department	Lantana Library	4020 Lantana Rd.	Lantana	41	
West County Branch Library	Library Department	Royal Palm Library	500 Civic Center Way	RPB	20	
Hagen Ranch Library	Library Department	Hagen Ranch Library	14350 Hagen Ranch Rd	Delray	40	
North County Regional Library	Library Department	North County Regional Library	11303 Campus Drive	PBG	55	
West Boca Branch Library	Library Department	West Boca Branch Library	18685 State Road 7	Boca	30	
Loula V. York Memorial Lib	Library Department	Loula V. York Memorial Lib	525 Bascom Point Blvd	Pahokee	10	
South Bay Library	Library Department	Clarence E. Anthony	375 S.W. Second Ave.	South Bay	5	
Tequesta Branch Library	Library Department	Tequesta Branch	461 Old Dixie Hwy.	Tequesta	6	
Jupiter Branch Library	Library Department	Jupiter Branch Library	705 Military Trail	Jupiter	29	
West Atlantic Property Appr	Property Appraiser	West Atlantic Property Appr	7777 W. Atlantic Av.	Delray	35	
Rivera Beach Head Start	Community Services	Community Action Council	1440 M.L. King Blvd.	RB	31	RB
South County Civic Center	Parks & Recreation	South County Civic Center	16700 Jog Road	Delray	6	
South County	Parks &	South County	11101	Boca	5	

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

Regional Park	Recreation	Regional Park	Kimberly Blvd.			
Park Ridge Golf Course	Parks & Recreation	Park Ridge Golf Course	9191 W. Lantana Rd.	Lake Worth	7	
Phil Foster Park	Parks & Recreation	Phil Foster Park	900 E Blue Heron Blvd.	RB	15	
Jim Brandon Equestrian Center	Parks & Recreation	Jim Brandon Equestrian Center	7500 Forest Hill Blvd.	WPB	5	
Ocean Rescue South	Parks & Recreation	Ocean Rescue South	6900 N Ocean Blvd	Boynton	3	
John Prince Park	Parks & Recreation	JPP Golf Learning Center	4754 S Congress Ave	Lake Worth	5	
John Prince Park	Parks & Recreation	Therapeutic Recreation	2728 Lake Worth Rd.	Lake Worth	31	
Green Cay Nature Center	Parks & Recreation	Green Cay Nature Center	12750 Hagen Ranch Rd	Boynton	14	
Dagger Wing Nature Center	Parks & Recreation	Dagger Wing Nature Center	11200 Park Access Rd	Boca	8	
John Prince Park	Parks & Recreation	EVD/EVO	2700 6th Ave. S.	Lake Worth	272	
Okeeheelee Golf Course	Parks & Recreation	Okeeheelee Golf Course	1200 Country Club Way	WPB	11	
The Lewis Center	Community Services	The Lewis Center	1000 45th Street	WPB	60	RB
Community Action Boynton	Community Services	Community Action Council	410 E. Boynton Bch B	Boynton	4	RB
Delray Beach Child Care Center	Community Services	Community Action Council	610 SW 15th Terrace	Delray	4	RB
Graphics	Public Affairs	Graphics	1701 S. Jog Rd.	Greenacres	14	
Lake Worth Headstart Center	Community Services	Head Start & Children Services	1699 Wingfield St.	Lake Worth	10	RB
Juno Beach Park	Parks & Recreation	N County Ocean Rescue	14775 State Road A1A	Juno	7	
Loggerhead Park	Parks & Recreation	North County District Office	1111 Ocean Dr.	Juno	7	
San Castle Early Head Start	Community Services	Head Start & Children's Services	1101 Mentone Road	Lantana	5	RB
Head Start Facility	Community Services	Head Start & Children's Services	100 Chillingsworth Dr	WPB	19	RB

**Palm Beach County –ISS Department
County Wide Unified Communications - VoIP Statement of Work**

Boynton Bch Child Care Center	Community Services	Head Start & Children's Services	909 N.E. 3rd St.	Boynton	10	RB
West Jupiter Community Cent	Community Services	Head Start & Children's Services	6415 W Indiantown Rd	Jupiter	21	RB
North County Senior Center	Community Services	Senior Services	5217 Northlake Blvd.	PBG	9	RB
4210 Australian Ave.	Public Safety	Youth Affairs	4210 Australian Ave.	WPB	11	
Highridge Family Center	Public Safety	Youth Affairs	4200 Australian Av.	WPB	24	RB
Westgate Community Center	Community Services	Head Start & Children's Services	3691 Oswego Ave.	WPB	9	RB
North County Complex	County Commissioners	County Commissioners	3188 PGA Blvd.	PBG	247	
Supervisor of Elections	Supervisor of Elections	Supervisor of Elections	240 S. Military Tr.	WPB	120	
Video Visitation	Sheriff's Department	Video Visitation	9620 Process Way	WPB	42	
Four Points Center	Office of Small Business Assist	Office of Small Business Assist	50 S. Military Tr.	WPB	183	
Sheriff's Training	Sheriff's Department	Sheriff Training	4215 Cherry Rd.	WPB	35	
Fire Rescue Training Facility	Fire Rescue	Fire Rescue Training Facility	405 Pike Road	WPB	178	
Emergency Operations Center	Public Safety	Emergency Medical Services	20 S. Military Trail	WPB	421	EOC

APPENDIX D: Training

Refer to the CONTRACTOR's State of Florida Design Proposal.

END OF APPENDICES

EXHIBIT C
CONTRACTOR'S STATE OF FLORIDA DESIGN PROPOSAL
VERSION 1.3 SUBMITTED TO PALM BEACH COUNTY
DATED MAY 14, 2014
(Contract No. 100100/DP)

(33 pages)

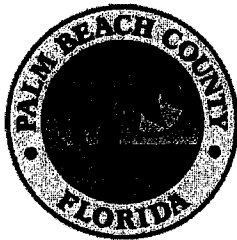
UNIFY

State of Florida Design Proposal

Version 1.3 Submitted

May 14, 2014

to



Prepared by:

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This document contains confidential and proprietary trade secret information of Unify Inc. subject to protection from public disclosure in accordance with F.S. §815.045. Specific sections to which this applies are noted in said section.

State of Florida Design Proposal

Table of Contents

1.1	Cover Letter	3
1.2	Executive Summary	5
1.3	Project Objectives	7
1.4	Site List and Phase Plan	8
1.4.1	Phase 0	8
1.4.2	Phase 1	8
1.4.3	Phase 2	9
1.4.4	Phase 3	10
1.5	Project Team Contact Information	11
1.6	Solution Overview	12
1.6.1	Exclusions from Scope	12
1.6.2	Customer Responsibilities	13
1.6.3	Project Assumptions	15
1.7	Support Technical Diagrams	21
1.8	System Components & Services	22
1.8.1	Bill of Materials	22
1.8.2	Three Year CapEx Expenditures	24
1.8.3	Recommended PO Strategy & Payment Terms	25
1.8.4	Commercial Notes, Caveats, and Assumptions	26
1.9	Other Hardware & Software (out of scope of the contract)	27
1.10	General statement of work and system implementation narrative	28
1.11	User Change Request Process	29
1.12	Installation Check List and Acceptance Document Blank Form	30
1.13	Unify Training Program	32
1.13.1	Unify Fast Track Technical Training Program	32
1.13.2	Unify End User Training Program	33

1.1 Cover Letter

April 28, 2014

Mr. Steve Bordelon
Director, Information Systems Services
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Mr. Phil Davidson
Deputy Director, Information Systems Services
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Mr. Michael Butler
Director, Network Services
Palm Beach County
301 N. Olive Avenue
West Palm Beach, FL 33401

Dear Mr. Bordelon, Mr. Davidson & Mr. Butler,

Unify Inc., formerly Siemens Enterprise Communications, Inc. ("Unify") appreciates the opportunity to submit to Palm Beach County (the "County") this Design Proposal ("Design Proposal") under the terms and conditions of the Amended and Restated Contract No: DMS 730-000-09-1 by and between Unify and the State of Florida (the "Contract"), under which the County is an Eligible User. This Design Proposal incorporates the County Wide Unified Communications-VoIP Project Statement of Work submitted by the County to Unify on April 18, 2014 (the "SOW").

Over the past ten months Unify has collaborated with Palm Beach County through numerous Proof of Concept ("POC") and Lab activities to demonstrate our commitment to earning Palm Beach County's Unified Communications and Collaboration business. The resulting Design Proposal documents our recommended approach to meet the functional requirements of the County detailed in the SOW and includes the assumptions, exclusions and responsibilities of the parties upon which Unify has based its proposal. This Design Proposal, along with the Contract, will govern the work performed for the County in connection with this opportunity.

We feel confident this project will ensure the County continues to provide the highest level of service to its constituents, business organizations, agencies, employees, and County officials. In developing this centralized Unified Communications solution, Unify will utilize the County's robust data network, which will allow the County to recognize considerable cost savings. Industry-leading applications will also ensure end-users are provided with rich features and functionalities, including unified communications and conferencing.

State of Florida Design Proposal

The County's Information Systems Services ("ISS") organization's primary focus is customer service. Strategic partnerships must first be based on confidence, which we believe Unify has demonstrated through our Proof of Concept and ongoing consultations with the County. In preparing this response, we have taken into account your stated requirements, business objectives and vision.

We are committed to delivering the next generation of communications technology to the County. Leveraging our Palm Beach County North American headquarters, Unify commits to be an engaged and trusted partner, delivering a solution which can be implemented, measured, and adjusted to maximize the benefits to the County. Unify offers a team of tenured resources, access to our product development, support and management teams (many of whom are located in our Boca Raton office), and a commitment to work together for the mutual benefit of our organizations. Our approach will continue to be consultative in nature, with interactive engagement with your staff to ensure project success and minimized impact on your users throughout project implementation. We look forward to continued collaboration with the County as we finalize the scope of work documents and embark on the next phase of this project.

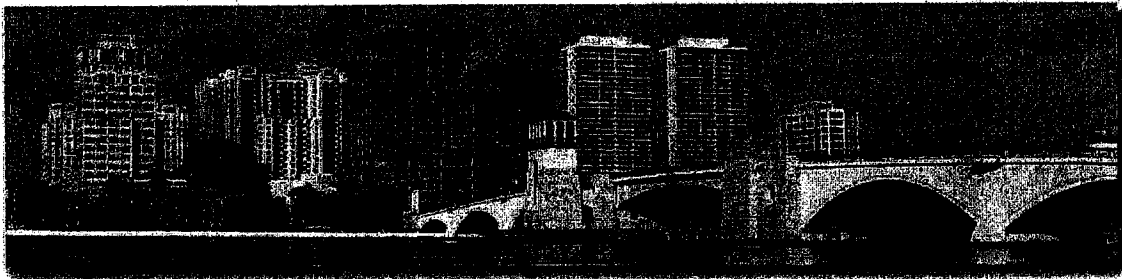
Best regards,

Tom Boyhan
Senior Vice President, North American Sales
Unify Inc.

1.2 Executive Summary

Unify Inc. (herein referred to "Contractor") is pleased to present our Design Proposal to Palm Beach County. With a 165-year history in telecommunications, Unify continues to deliver innovative and cost effective solutions to meet the evolving demands of our customers. We are confident that the proposed carrier-class **OpenScape Communications** solution will provide a powerful and effective means for Palm Beach County to capitalize on centrally delivered unified communications services, improving efficiency and driving costs out of the infrastructure. We feel confident that transformation will result in improved service delivery for the County constituents and tax payers, as well as improved employee collaboration and decision making.

Unify takes great pride in the fact that both our North American – as well as our worldwide – Product Development headquarters for Voice and Applications are located in Boca Raton, FL. **As a result, every Unify voice application deployed in 90+ countries around the globe has ties to Palm Beach County.** This combination of local familiarity, combined with state and local governmental experience, makes Unify uniquely qualified to transform the County's communications environment.



As one of the largest counties in the State of Florida and the 28th most populous county in the United States, Palm Beach County has a unique position to serve and influence the state, region, and world. This role has driven the County to establish an ambitious Vision to:

Become the leading County among its peers in America in both prosperity and quality of life, be central to change in South Florida, to be perceived in the top five in the world, and to be the prototype for sustainable economic growth.

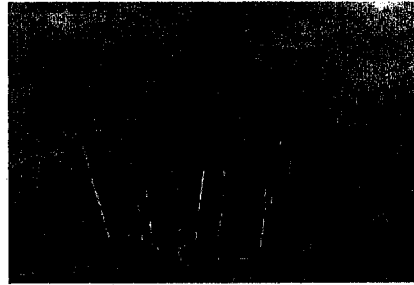
In order to support its Vision, the County has recognized that its Telecommunications and Information Technology (IT) infrastructure must be updated to enable continuous improvements and operate with flexibility, innovation, and sustainability. With this in mind, the County is seeking to transform its legacy environment from a varied infrastructure to ONE unified system incorporating best-of-breed applications. Its goal is to enable "... a new Unified Communications System to provide enhanced technical features and functionality far beyond those provided by the current systems, allowing both the County and Constitutional Officers the ability to better serve the Public."

To facilitate this transition, Palm Beach County is seeking a strong and stable solutions provider with the expertise to lead the County through this transformation. We believe, based on our excellent County references, our ties to the Palm Beach community, and our proven performance during the technical Proof of Concept evaluations, as well as the unanimous recommendation of the evaluation committee, **Unify is the best choice for Palm Beach County today and into the future.**

State of Florida Design Proposal

OPENScape COMMUNICATIONS SOLUTION

Unify is proposing a fully virtualized deployment of our carrier-grade OpenScape Voice, Unified Communications, Xpressions Messaging, and SBC applications to meet Palm Beach County's VoIP Statement of Work. The OpenScape Voice solution will include a dual-node co-located soft switch designed for redundancy and survivability. The proposed OpenScape collaboration application licensing offers a suite of unified communications capabilities, including desktop call control, mobility and audio conferencing. Through the use of OpenScape Mobility the County's users will have the ability to use their device of choice – land line, computer, mobile phone, Android device, iPhone, iPad, etc.



As requested by the County, Unify will deploy a number of specified OpenScape Branch servers for site survivability, as well as Mediatrix gateways to meet the analog requirements specified by the County. Specific densities have been proposed, but final designs may require adjustments based on the County's final design and deployment requirements.

SUMMARY

Unify will leverage our *expertise, resources, infrastructure, processes and long-term comprehensive services* to support your business goals through the envisioned 3-year rollout schedule. Our Design Proposal includes products documented in the bill of materials (hereinafter "BOM"), design, testing, implementation, and project management services for Unify's included **OpenScape application solutions**.

Again, we thank you for your consideration and look forward to forming a long-term successful business partnership with Palm Beach County.

1.3 Project Objectives

DELIVERING ON THE COUNTY'S SUCCESS CRITERIA

Through the POC process, as well as our work with similarly situated state and local governments, we have focused on delivering against the following success criteria:

- √ Form a long-term partnership with a communications solutions and services leader whose technological advances will deliver tangible business value and enhance the efficiency and productivity of the County's employees and elected officials to enable improved services for the County constituency
- √ Partner with a solutions integrator who has the experience of working hand-in-hand with and navigating the complexities of a large County government
- √ Construct an "A- Team" who will continue to collaborate with the County to drive improvements in productivity and reduce costs
- √ Provide expertise in delivering a seamless and transparent transformation to new service and technology paradigms with limited disruption to the County's existing legacy infrastructure
- √ Supply written system documentation and empower the County's ISS staff through off-site, hands-on technical certification training and knowledge transfer to provide 1st line technical support for the new unified communications infrastructure
- √ Select a technology solution which can provide carrier class levels of redundancy, resiliency, and scalability

State of Florida Design Proposal

1.4 Site List and Phase Plan

Note: Per the County's request, Unify has included a total of 10,000 collaboration licenses (formerly known as "Team" licenses), 2,000 analog licenses, and 10,000 OpenScope endpoints. The site location data indicates a total handset count of 10,199. Should the County desire to support this number of endpoints, additional licenses and handsets will need to be procured through the change order process.

1.4.1 Phase 0

Core Standup & Commissioning			
Phase	Site	Property	Address
Phase 0	Core #1	Governmental Center Complex	301 N. Olive Ave.
Phase 0	Core #2	Emergency Operations Center	20 S. Military Trail

1.4.2 Phase 1

Phase	Division	Department	Site	Values	
				Sum of Phones	Count of Address
Phase 1	Animal Care & Control	Public Safety	Remote Branch	113	1
	Battalion 3	Fire Rescue	Endpoints Only	0	1
	Calypso Bay Waterpark	Parks & Recreation	Endpoints Only	6	1
	Coconut Cove Waterpark	Parks & Recreation	Endpoints Only	27	1
	Community Action Council	Community Services	Remote Branch	15	1
	Customer Service	Water Utilities	Remote Branch	126	1
			Endpoints Only	6	1
	District 7	County Commissioners	Endpoints Only	97	1
	Facilities Management	Facilities Development & Ops	Endpoints Only	21	1
	Headstart & Children Services	Community Services	Remote Branch	35	1
	Human Services/Pharmacies	Community Services	Endpoints Only	217	1
	Library Annex	Library Department	Endpoints Only	58	1
	Migrant Workers	Community Services	Remote Branch	111	1
	Okeehelgee Nature Ctr	Parks & Recreation	Endpoints Only	14	1
	Palm Tran Dispatch Center	PALMTRAN	Endpoints Only	16	1
	PalmTran	PALMTRAN	Remote Branch	114	1
	PalmTran Connections	PALMTRAN	Remote Branch	116	1
	Risk Management	Risk Management	Endpoints Only	176	1
	Sheriff's Department	Sheriff's Department	Endpoints Only	76	1
	Sheriff's Department	Sheriff's Department	Endpoints Only	58	1
Southwinds Golf Course	Parks & Recreation	Endpoints Only	20	1	
Tax Collector	Tax Collector	Endpoints Only	66	2	
Voice Services	Information Systems Services	Remote Branch	14	1	
Water Plant #11	Water Utilities	Endpoints Only	14	1	
West Boynton Park B	Parks & Recreation	Endpoints Only	15	1	
Phase 1 Total				1,531	26

State of Florida Design Proposal

1.4.3 Phase 2

Phase	Division	Department	Site	Values	
				Sum of Phones	Count of Address
Phase 2	Abstract	Clerk & Comptroller	Remote Branch	1,020	1
	Acreage Library	Library Department	Endpoints Only	30	1
	Agriculture	Cooperative Extension Service	Endpoints Only	67	1
	Airport Command Center	Airports	Remote Branch	331	1
	Airports Administration	Airports	Endpoints Only	66	1
	Batt 8 - Station #81	Fire Rescue	Endpoints Only	10	1
	Battalion 1	Fire Rescue	Endpoints Only	16	1
	Battalion 2	Fire Rescue	Endpoints Only	10	1
	Battalion 3	Fire Rescue	Endpoints Only	8	1
	Battalion 4	Fire Rescue	Endpoints Only	28	1
	Battalion 5	Fire Rescue	Endpoints Only	14	1
	Battalion 7	Fire Rescue	Endpoints Only	10	1
	Battalion 9	Fire Rescue	Endpoints Only	15	1
	Belle Glade	Library Department	Endpoints Only	30	1
	C.J.I.S.	Clerk & Comptroller	Core #1	1,073	1
	Cable TV	Public Affairs	Endpoints Only	60	1
	County Library Central	Library Department	Endpoints Only	97	1
	Fire Station #91	Fire Rescue	Endpoints Only	3	1
	Fleet Management	Facilities Development & Ops	Endpoints Only	7	1
	Greenacres Library	Library Department	Endpoints Only	25	1
	Headstart & Children Services	Community Services	Remote Branch	22	2
	Morikami Park	Parks & Recreation	Endpoints Only	33	1
	Mosquito Control	ERM	Endpoints Only	13	1
	Parking Offices	Facilities Development & Ops	Endpoints Only	91	1
	Public Affairs Admin	Public Affairs	Endpoints Only	50	1
	Public Defender	Public Defender	Endpoints Only	278	1
	Senior Services	Community Services	Remote Branch	48	1
	Sheriff's W Boynton Substation	Sheriff's Department	Endpoints Only	60	1
	State Attorney	State Attorney	Endpoints Only	320	1
	Voice Services	Information Systems Services	Endpoints Only	229	1
	West Boynton Library	Library Department	Endpoints Only	30	1
Phase 2 Total				4,034	32

State of Florida Design Proposal

1.4.4 Phase 3

Phase	Division	Department	Site	Values	
				Sum of Phones	Count of Address
Phase 3	Clarence E. Anthony	Library Department	Endpoints Only	5	1
	Clerk & Comptroller - Belle Glade	Clerk & Comptroller	Endpoints Only	169	1
	Community Action Council	Community Services	Remote Branch	39	3
	County Commissioners	County Commissioners	Endpoints Only	247	1
	Dagger Wing Nature Center	Parks & Recreation	Endpoints Only	8	1
	Emergency Medical Services	Public Safety	Core #2	421	1
	Ethics	Commission on Ethics	Endpoints Only	256	1
	EVD/EVO	Parks & Recreation	Endpoints Only	272	1
	Fire Rescue Training Facility	Fire Rescue	Endpoints Only	178	1
	Fleet Management	Facilities Development & Ops	Remote Branch	118	1
	Graphics	Public Affairs	Endpoints Only	14	1
	Green Cay Nature Center	Parks & Recreation	Endpoints Only	14	1
	Hagen Ranch Library	Library Department	Endpoints Only	40	1
	Head Start & Children Services	Community Services	Remote Branch	10	1
	Head Start & Children's Services	Community Services	Remote Branch	64	5
	Health Department	Health Department	Endpoints Only	139	1
	Jail	Sheriff's Department	Remote Branch	115	1
	Jim Brandon Equestrian Center	Parks & Recreation	Endpoints Only	5	1
	JPP Golf Learning Center	Parks & Recreation	Endpoints Only	5	1
	Jupiter Branch Library	Library Department	Endpoints Only	29	1
	Lantana Library	Library Department	Endpoints Only	41	1
	Loula V. York Memorial Lib	Library Department	Endpoints Only	10	1
	N County Ocean Rescue	Parks & Recreation	Endpoints Only	7	1
	North County District Office	Parks & Recreation	Endpoints Only	7	1
	North County Regional Library	Library Department	Endpoints Only	55	1
	Ocean Rescue South	Parks & Recreation	Endpoints Only	3	1
	Office of Small Business Assist	Office of Small Business Assist	Endpoints Only	183	1
	Okeechobee Branch Library	Library Department	Endpoints Only	20	1
	Okeeheliee Golf Course	Parks & Recreation	Endpoints Only	11	1
	Palm Tran	PALMTRAN	Endpoints Only	15	1
	Park Ridge Golf Course	Parks & Recreation	Endpoints Only	7	1
	Phil Foster Park	Parks & Recreation	Endpoints Only	15	1
	Purchasing Warehouse	Purchasing	Endpoints Only	27	1
	Road & Bridge	Engineering & Public Works	Remote Branch	79	1
			Endpoints Only	1,135	1
	Royal Palm Library	Library Department	Endpoints Only	20	1
	S Reg Water Reclamation	Water Utilities	Endpoints Only	31	1
	Senior Services	Community Services	Remote Branch	10	2
	Sheriff Training	Sheriff's Department	Endpoints Only	35	1
	South County Civic Center	Parks & Recreation	Endpoints Only	6	1
	South County Regional Park	Parks & Recreation	Endpoints Only	5	1
	Southwest County Library	Library Department	Endpoints Only	40	1
	SROC WTP #3	Water Utilities	Endpoints Only	50	1
	Supervisor of Elections	Supervisor of Elections	Endpoints Only	120	1
	Tequesta Branch	Library Department	Endpoints Only	6	1
	The Lewis Center	Community Services	Remote Branch	60	1
	Therapeutic Recreation	Parks & Recreation	Endpoints Only	31	1
	Video Visitation	Sheriff's Department	Endpoints Only	42	1
	Water Treatment Plant 10	Water Utilities	Endpoints Only	9	1
	Water Treatment Plant 2	Water Utilities	Endpoints Only	14	1
	Water Treatment Plant 8	Water Utilities	Endpoints Only	12	1
	Water Utilities Plant 9	Water Utilities	Endpoints Only	13	1
	Wellington Library	Library Department	Endpoints Only	42	1
	West Atlantic Property Appr	Property Appraiser	Endpoints Only	35	1
	West Boca Branch Library	Library Department	Endpoints Only	30	1
	WUD Administration-CROC	Water Utilities	Remote Branch	165	1
	Youth Affairs	Public Safety	Remote Branch	24	1
			Endpoints Only	11	1
Phase 3 Total				4,574	65

State of Florida Design Proposal

1.5 Project Team Contact Information

Note: The below list of resources is subject to change and will expand based on the requirements of the project.

Primary Project Team Contact List				
Entity	Name	Title	Role	Phone(s)/E-mail
Customer	Steve Bordelon	Director, ISS	Executive Sponsor	561-355-2394, sbordelon@pbcgov.org
Customer	Phil Davidson	Deputy Director, ISS	PBC Management Team	561-355-3956, pdavidso@pbcgov.org
Customer	Michael Butler	Director, Network Services	PBC Management Team	561-355-4601, mbutler@pbcgov.org
Customer	Robert Hanner	Project Management	UC Program Management	561-355-1562, rhanner@pbcgov.org
Customer	Adriana Vale	UC/Contact Center Project Lead	PBC Project Management	561-355-4498, avale@pbcgov.org
Contractor	Tom Boyhan	Senior Vice President	Primary Executive Sponsor	561-923-7029, thomas.boyhan@unify.com
Contractor	Tim Simpson	Account Executive	Customer Advocate	561-923-7075, tim.simpson@unify.com
Contractor	Steve Tepper	Sales VP	Secondary Executive Sponsor	561-923-7071, steve.tepper@unify.com
Contractor	Alan Medsker	Solutions Engineer	Technical Integrity	847-598-3880, alan.medsker@unify.com
Contractor	Steve Stern	UC Solution Architect	Solution Development	770-956-2083, steve.stern@unify.com
Contractor	Ray Domachowski	Vice President, PMO	Executive Sponsor, Solution Deployment	412-787-4552, ray.domachowski@unify.com
Contractor	Greg Losier	Vice President, Customer Advocacy	Executive Sponsor, Client Satisfaction	212-450-7515, greg.losier@unify.com
Contractor	To Be Assigned at Contract Execution	Project Manager	Project Implementation	TBD

1.6 Solution Overview

Subject to the terms and conditions of this Design Proposal, Unify (or "Contractor"), will configure and implement a voice over Internet Protocol ("VoIP") telephony system centralized in two (2), geo-redundant data centers. Contractor will augment the system with the additional business supporting applications such as OpenScape Voice ("OSV") and OpenScape Unified communications ("UC") applications and centralized session initiated protocol ("SIP") trunking. Contractor will virtualize Contractor- provided applications on the Contractor- provided IBM server hardware.

Contractor will provide the VoIP and application environment services to the locations noted in Section 1.4 of the Design Proposal:

- Primary Data Center location
- Secondary Data Center location
- 121 remote locations as identified in site list and/or phase plan

Unify's performance, charges and prices under this Design Proposal are contingent upon successful completion of the following customer responsibilities and based on the following assumptions and exclusions. The schedule of performance, charges, and/or pricing are subject to change in the event of any deviation from these responsibilities, assumptions and exclusions; any such change in charges and/or pricing will be based on the charges and pricing specified in the Contract.

1.6.1 Exclusions from Scope

The following items are specifically excluded from, and will not be provided by Contractor under, this Design Proposal:

- any function not explicitly stated or expressly excluded in this Design Proposal including but not limited to any hardware, or software licenses, other than those specifically described in the BOM;
- SUNCOM Monthly Support and SUNCOM Vendor Management services described in Section 6 of the Contract;
- maintenance services, which will be procured under a separate contract vehicle;
- installation of more than three (3) desktop clients for the applications in the BOM, except for providing a Fusion for Lync deployment script;
- training services, except as listed in the BOM;
- connection test repetition due to problems with third party equipment;
- expenses from telecommunication company providers, including data access and telephony systems costs;
- delivery or installation of facility environmental conditions and other equipment needed for installation of the products included under the Design Proposal;
- any devices related to the network infrastructure components;
- custom application development or business process integration unless described in the Design Proposal;
- any custom reports not described in the Design Proposal;
- labor for site surveys or post sales consulting;
- other networking services not described in this Design Proposal; and

State of Florida Design Proposal

- Customer's network infrastructure, the internet, and the carrier's network for voice quality which is out of the control of the Contractor. Customer acknowledges that the Contractor, its partners or agents cannot assure the performance of the solution within the Customer's network infrastructure under the terms of the project or the system warranty. The Customer may experience difficulties in solution performance, reliability, and security depending upon the Customer's network configurations/ design and topologies, even when the product is performing as warranted. Customer also understands and acknowledges that in the event that an issue is discovered which adversely affects the performance of the solution which the Contractor, or its partners or agents determines is related to Customer's network or network infrastructure, including third party issues such as telco, network configuration, network design, cabling, etc., Customer may be charged the rate set forth in the Contract for professional services required to identify or remedy the problem and such issue shall not delay acceptance under this Design Proposal.

1.6.2 Customer Responsibilities

The obligations and responsibilities of Contractor are subject to and conditioned upon the Customer being responsible for and successfully meeting each of the following obligations.

- A. The Customer will provide and/or install the following equipment that meets the Contractor's minimum requirements:
- physical plant infrastructure, such as cabling and applicable environmental requirements (i.e., power, space, air conditioning, UPS/backup, etc.) prior to the Contractor's commencement of on-site work; data network infrastructure; capable of supporting the requirements of the solution. Customer's network does not contain overlapping IP Ranges, does not require network address translation ("NAT") and supports Layer2 and Layer3 Class of Service and quality of service ("QoS"). Detailed network specifications will be supplied and reviewed during project kickoff;
 - phone placement information, including marked floor plans identifying all phone types, locations, extension numbers and cabling identification numbers;
 - placing and testing all analog stations connected to analog station gateways;
 - racks and associated equipment, such as data racks, monitors for all applications servers, Category 5/6 patch cords;
 - re-used equipment and cable, including any currently installed equipment to be re-used; and
 - any other equipment specified elsewhere in the Contract or body of this Design Proposal.
- B. The Customer is responsible for:
- participating in the project implementation review process and approving of all necessary documents prior to commencement of the product installation. Customer will conduct such review and approval according to the mutually agreed project plan;
 - data collection. The Customer will provide configuration information to Contractor via Unify's electronic workbook prior to the design workshop;
 - providing a high speed, secure, remote access connection between Customer's network and Contractor's support center to the Contractor's specifications;
 - providing network and telecommunications company coordination;
 - ensuring that Contractor has all necessary, safe and prompt access to the premises and equipment (whether physical or virtual) as mutually agreed to by the parties as Contractor

State of Florida Design Proposal

deems necessary to perform its obligations under the Design Proposal; if Customer is unable to provide access, Contractor's performance under this Design Proposal may be delayed;

- the performance of its network, including but not limited to any equipment provided by Customer or a vendor other than Contractor. If Customer's network or any equipment not provided by Contractor does not meet Contractor's minimum performance requirements, Customer agrees to promptly remedy the deficiencies. Customer acknowledges that Contractor's performance may be delayed until such time as such deficiencies are remedied;
- re-installing and upgrading any existing or re-used equipment, as necessary, unless specified in the BOM;
- ensuring OpenScape Branch (OSB) remote site configurations utilize a single contiguous user direct inward dialing ("DID")/extension range per OSB. If separate ranges are required additional cost may be incurred in accordance with the Contract, or site user numbering may need to be changed to a single contiguous range. These changes are not included in the Design Proposal;
- moving current message and user information stored on de-installed equipment to the applicable OpenScape products provided under this Design Proposal, except as specified in the BOM;
- providing suitable training facilities for end user training sessions;
- performing analog cross connects from cabling infrastructure to Contractor provided and installed analog gateways;
- any moves, adds or changes to the existing legacy equipment;
- removing and disposing of any existing equipment, as applicable; and
- any other Customer obligation specified in the body of the SOW, the Contract or other parts of the Design Proposal.

C. In order to support virtualization, Customer is responsible to meet, supply, and support the following requirements:

- Data Center environment with power, HVAC and network connectivity appropriate for enterprise-class servers;
- VLAN and IP subnet layout identical to that required with non-virtualized servers.
- Domain name system ("DNS"), to resolve IP-addresses by hostname (forward and backward lookup);
- Dynamic host configuration protocol ("DHCP"), for automatic configuration of virtual machine network settings;
- Internet proxy, for the VMware Update Manager;
- Domain controller/active directory ("AD"), user authentication/permissions on the vCenter Server;
- Network time protocol ("NTP"), for synchronized time on ESXi hosts and inside virtual machines;
- Network file system ("NFS"), Samba (CIFS), e.g. for data recovery backups, if a customer provided storage access network ("SAN") is not used for this;
- File transfer protocol ("FTP")/trivial file transfer protocol ("TFTP"), e.g. to provide firmware for OpenScape endpoints; and
- The OS SBC is a self protecting security appliance but can be placed in a DMZ in parallel with data firewalls or behind data firewalls. Customer security policies need to conform with secure operation of the SBC in the customer's network environment. Customer is responsible for these policies.

State of Florida Design Proposal

- D. Customer is responsible to meet, supply, and support these minimum network requirements:
- Layer 2 connectivity between Primary and Secondary Data centers;
 - Packet loss for node interconnection links of <0.01%;
 - Round-trip-delay for node interconnection links <100ms;
 - Both data centers must be operating in the same Layer 2 domain and VLANs are spanned over both data centers;
 - Redundant Layer 2 and Layer 3 switches in both data centers to avoid Single Points of Failure
 - All communication paths between the data centers must be fully redundant;
 - The Survival Authority must be placed into another unique IP sub network. Its reach-ability must be ensured via routing;
 - Administer the DHCP server to actively forward the phones "host names" to the DNS server. The phones send by default their E164 number as "host name" to the DHCP server, then the DHCP server will active forward those "host names" to the DNS resulting in the easy serviceability of all the phones over web by their FQDN of which the first part is the E164 number;
 - DHCP support of vendor-class identifier, to allow the sending of specific information to the terminals of that vendor class only (Unify terminals (phones)). The vendor class used by OpenScape phones is "OptiPhone";
 - DHCP support of vendor-class identifier option 43, to allow the Customer to put the phone in its VLAN by using the vendor information element, where afterward the phone will contact the DHCP server again but in the assigned VLAN;
 - The allocation of IP addresses to the phones is based on standard DHCP service. Microsoft DHCP or other solutions both can be used. For optimal IP phone performance the following DHCP options should be supported:
 - DHCP Option 3 - Def. Gateway IP Address
 - DHCP Option 6 - DNS Server IP Address
 - DHCP Option 12 - Vendor ID
 - DHCP Option 15 - Domain Name
 - DHCP Option 42 - SNTP-IP-Address
 - DHCP Option 43 - VLAN-ID and configuration
 - DHCP Option 43 - DLS Server IP Address
 - DHCP Option 51 - Lease Time in [h]
 - DHCP Option 60 - Client Hostname Processing
 - DHCP Option 82 - DHCP Relay Option for location information
 - DHCP Option 120 - SIP Server / Registrar
 - OSV needs to be time-synchronized to a network time server (NTP). The Customer needs to provide the IP address of the NTP service;
 - OSV needs to have the IP addresses statically configured in the DNS Server;
 - Network Address Translation ("NAT") must not be applied to any OpenScape VoIP traffic, with the exception that in a SIP environment an approved Session Border Controller may be used in conjunction with a NAT firewall; and
 - All other network specifications supplied and reviewed during the project kickoff.

1.6.3 Project Assumptions

Contractor's performance under this Design Proposal, including but not limited to the project schedule, performance levels, charges and pricing, are contingent upon the following assumptions and conditions:

State of Florida Design Proposal

- The terms of the Contract, in its current form, will continue to govern this Design Proposal even if such Contract expires by its terms;
- Customer has requested a multi-phased approach. Contractor has included Project Management for Phases 0-3 over a duration of no more than 36 months;
- Project implementation will be completed in multiple phases as noted in Section 1.4;
- Installation and acceptance under this Design Proposal will be based on a site by site basis with Customer issuing multiple POs, and Contractor submitting invoices at each acceptance milestone, as outlined in Section 1.8.3. Minor non-conformance will not delay acceptance.
- Contractor's performance under this Design Proposal, with the exception of placing and testing of endpoints will be done during standard business hours of Monday – Friday, 8 AM to 5 PM, EST excluding Contractor holidays;
- All Customer site environmental requirements and physical plant requirements, including but not limited to cabling, are in place prior to delivery of products and services under this Design Proposal to the relevant Customer site(s);
- Except as specifically required by the terms of the Contract or SOW, no specific security requirements such as US citizen only or a specific security clearance is needed;
- Special work rules, such as safety training or coordination with collective bargaining units must be identified by Customer at the start of the project. Any additional costs resulting from special work rules/certifications/equipment will be paid for by Customer;
- Contractor has included labor in one-time installation charges for the following Network Assessment per Phase. Phase 0 = Qty 1, Phase 1 = Qty 3, Phase 2 = Qty 3, Phase 3 = Qty 3. Contractor will report any anomalies to the Customer for remediation. The Customer is responsible to ensure network configurations are aligned to support real time applications performance at all sites. If additional assessments are required, additional cost will be incurred. Network Assessments will be performed remotely;
- While multiple servers are provided for hosting VMware applications at the two data centers, the servers themselves are not redundant, but rather redundancy, where provided, is delivered via the OS or application;
- E911 will be provided as "curb-side E911", which will be based on IP-subnet only;
- Cutover Coverage includes post cut walk around support / coverage, transitional help desk, and technical resources for up to 3 days post cutover (large sites), 2 days post cutover (medium sites) and up to 1/2 day post cutover (small sites). With regard to this Cutover Coverage, "large sites" are defined as sites with over 500 phones, medium sites are defined as sites with between 200 and 499 phones and "small sites" are defined as any site <200 phones;
- This Design Proposal and Project has a 3 year non-cancellable term;
- Fees for Software Assurance do not include hardware and/or labor necessary to install updates;
- Contractor will provide 90 day warranty for Contractor manufactured hardware and software beginning on the cutover date. To the extent permitted by its suppliers, Contractor will pass through warranties for third party hardware and software. Customer will obtain software and hardware coverage through Contractor's maintenance services, described in its standard commercial maintenance agreements. If a product does not substantially conform to its specifications during the warranty period, Customer will promptly notify Contractor, who will service the product pursuant to the procedures and terms of Contractor's warranty or maintenance services, as instructed by Customer;
- The County's use of Contractor software is subject to the terms of Contractor's standard End User License Agreement;

State of Florida Design Proposal

- In interpreting the Design Proposal, specific statements about the scope of work and deliverables will control over more general statements regarding the same and product specifications and objective processes and criteria to measure product performance and acceptance in the Design Proposal are sufficient to meet the general and subjective requirements regarding product performance and acceptance in the SOW;
- The requirement in Section 2.4 of the SOW refers to Exhibit C of the Contract;
- Contractor currently plans to utilize the services of subcontractors to perform certain services including end user training and the placing and testing of endpoints. Contractors price for these services as denoted in Section 1.8 of this Design Proposal are subject to change if the County requests a change to subcontractor.
- Contractor will be liable for hazardous or unsafe conditions under Section 2.5.7 of the SOW only to the extent Contractor causes the condition and not to the extent the hazardous or unsafe condition is caused the County or a third party;
- Contract has included professional services to integrate the Contractor provided Unified Communications solution and application. In addition to this integration Contractor has included services to connect to the County's legacy telephony infrastructure via an OpenScape gateway and interface to the County's existing Microsoft Lync via OpenScape Fusion. If additional integrations are requested, additional costs will be incurred.
- Contractor will prepare and maintain the following project management and control documents:
 - Detailed Project Plan listing tasks, milestones, staff assignments, and target completion dates;
 - Monthly UC Project Status Report summarizing completed tasks, activities planned for the next period and pending project issues; and
 - Issues List to provide visibility and escalation path for resolving any related matters that could impact the project schedule, costs or outcomes
- Contractor will provide detailed system documentation and off site, technical training to designated County ISS employees who will assume primary first line responsibility for administering the various components of the Unified Communications infrastructure;
- The reference to Section 13.0 of the Contract in Section 2.7 of the SOW refers only to the requirements of Sections 13.2 and 13.4 of the Contract;
- Analog station gateways and OpenScape Branch survivability models/licenses are provided in the configurations and quantities shown in the BOM. If actual analog port counts per-site require different configurations and/or quantities, that will require a change order with appropriate pricing adjustment;
- Contractor has included the following endpoints to align with the County's UC TCO instructions: OpenStage Desk Phone IP 55G (Professional), OpenStage Desk Phone IP 35G (Standard), and OpenStage Model 15 (Courtesy); and,
- Proposed design includes site survivability packages based on the "Local Survivability Facilities" table outlined in the County's document VoIP_TCO_Worksheet_Instructions_08-09-2013.pdf.

25, 50 and 60 Station sites (survivable):

- OpenScape Branch 50i A84 appliance with line licenses (SIP survivable proxy) and FXS, FXO interfaces
- As determined by Customer from available capacities, Mediatrix 4124 high-density 24 port FXS analogue terminal adaptors ("ATA")
- OpenScape SIP endpoints

State of Florida Design Proposal

- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

80 and 170 Station sites (survivable):

- OpenScape Branch 50/250 appliance with line licenses (SIP survivable proxy)
- OpenScape Branch 50i A84 as a gateway for FXS, FXO interfaces
- As determined by Customer from available capacities, Mediatrix 4124 high-density 24 port FXS ATA
- OpenScape SIP endpoints
- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

331 Station sites (survivable):

- OpenScape Branch 1000 server with line licenses (SIP survivable proxy)
- OpenScape Branch 50i A84 as a gateway for FXS, FXO interfaces
- As determined by Customer from available capacities, Mediatrix 4124 high-density 24 port FXS ATA
- OpenScape SIP endpoints
- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

1020 Station sites (survivable):

- OpenScape Branch 6000 server with line licenses (SIP survivable proxy)
- OpenScape Branch 50i A84 as a gateway for FXS, FXO interfaces
- As determined by Customer from available capacities, Mediatrix 4124 high-density 24 port FXS ATA
- OpenScape SIP endpoints
- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

Non-survivable sites (analog & IP)

- As determined by Customer from available capacities, Mediatrix 4124 high-density 24 port FXS ATA
- OpenScape SIP endpoints
- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

Non-survivable sites (All IP)

- No analog capacities
- OpenScape SIP endpoints
- OSV, Voicemail and UC configuration at Core system
- E911 provisioning at Core system

OpenScape Voice

- Contractor will configure up to five hunt groups with up to ten members each.
- Contractor will configure up to five pick groups with up to ten members each.

State of Florida Design Proposal

- Contractor will configure up to 10% of purchased OpenScape phones as keysets with up to four direct station selection keys, or up to four line keys.
- When the calling number is presented from the outside carrier to OpenScape Voice that number will be passed to OpenScape phones as an eleven digit entry. Altering the incoming caller-id by utilizing the custom number modification feature is not within the scope of the Design Proposal; if requested by Customer activation will require additional discovery and charges. OpenScape includes displaying the extension and name on telephones for all calls within and between sites. If any display number modifications between sites are required to alter what a subscriber sees in the display and allow 'Call Log' dialing between sites, Customer may request Contractor to perform such work, in which case additional discovery and charges will apply.
- A system wide music on-hold message will be provided from the media server. Configuration for multiple or customized music on-hold sources is not included in the solution; and
- Analog station connectivity is provided by OpenScape Branch or Mediatrix ATA. Due to the vast amount of analog station devices and custom analog applications, the Contractor will test at the port interface on the ATA. The Customer is responsible for testing and support beyond the ATA.

Remote Locations and Networking

- This Design Proposal includes a single cutover event for each site or group of sites as mutually agreed to by the parties; and
- Contractor will develop and configure voice network integration that supports dialing between the legacy Nortel Meridian 81C environment and the OpenScape Voice using an OpenScape Branch 500i gateway.

OpenScape Mobile Application

- OpenScape Mobile will utilize the Customer's Wireless Local Area Network ("WLAN") infrastructure and must provide sufficient coverage to support OpenScape Mobile client devices in all areas where they will be used. The WLAN must also provide sufficient capacity to support the wireless telephony application taking into account other WLAN services.

OpenScape Xpressions Messaging

- OpenScape Xpressions standard deployment includes a connection to a single voice communications platform; and
- Warm Standby redundancy of OpenScape Xpressions is being provided, and requires layer 2 network connectivity between data centers.

OpenScape Unified Communications

- OpenScape UC offers multiple end user clients; Contractor will install up to three (3) instances the OpenScape Web Client option. Other options, such as thick client, are included in the software bundle and can be optionally deployed by the Contractor for an additional charge.

Openfire Instant Messaging

- Standard implementation for Openfire instant messaging does not include message archiving, federation, and active directory authentication.

OpenScape Voice High Availability

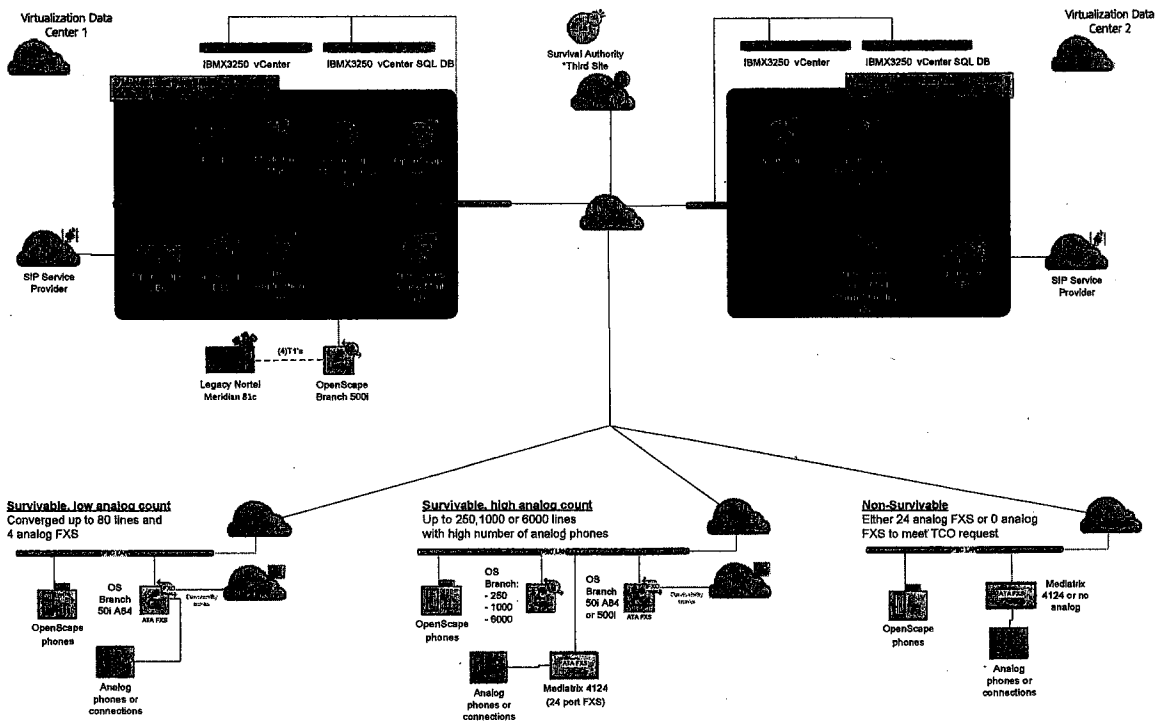
- The proposed OpenScape Voice deployment by Contractor includes the following high availability options:
 - OpenScape Voice configured as hot standby in a Layer 2 geographically separated

State of Florida Design Proposal

- environment
 - OpenScape Voice configured as hot stand-by in a Layer 3 geographically separated environment
- OpenScape media servers will be configured by Contractor for load balancing which will increase system scalability and enable redundancy.

1.7 Support Technical Diagrams

This Section contains confidential and proprietary trade secret information of Unify Inc. subject to protection from public disclosure in accordance with F.S. §815.045.



State of Florida Design Proposal

1.8 System Components & Services

1.8.1 Bill of Materials

This Section contains confidential and proprietary trade secret information of Unify Inc. subject to protection from public disclosure in accordance with F.S. §815.045.

Quantity	Part Number	Description	Unit Price	Extended Price
84	512545	CC 25 pr Male/Stub 50 ft	\$45.00	\$3,780.00
84	L30220D0600 A213	Mediatrix 4124 - 24 Port Analogue interface adapter	\$1,138.41	\$95,626.44
4	L30220D0600 A461	UMN License for Managing Additional Units	\$384.93	\$1,539.72
1	L30220D0600 A460	UMN License to manage first 20 units	\$630.63	\$630.63
5	2583PBT	IBM 3250 M4 – SAP # 2583PBT (SA, vSphere, vSphereDB)	\$4,570.16	\$22,850.80
5	P73-04982- X64	MS Win 2008 OS 64 Bit – SAP # P73-04982-X64 (UMN, vSphere1, vSphere2)	\$775.00	\$3,875.00
2	L30270S0600 T009	MS Win 2008 OS ENTERPRISE Telco - SAP #L30270S0600T009 (Unify apps)	\$1,764.38	\$3,528.76
6	L30270S0600 T008	MS Win 2008 OS Telco - SAP #L30270S0600T008 (Unify apps)	\$447.43	\$2,684.58
6	N/A	VM Host Hardware: IBM3750 32xCores/96GB RAM/3.6TB	\$32,489.67	\$194,937.99
2	N/A	VMWARE - LICENSING VCS5-STD-C	\$5,411.25	\$10,822.50
8	N/A	VMWARE - LICENSING VS5-ENT-C	\$3,114.58	\$24,916.63
13	N/A	VMWARE - LICENSING VS5-STD-C	\$1,077.92	\$14,012.97
1	L30220D0600 A575	OpenScape Branch 6000 Server - IBM X3550 M4	\$8,864.10	\$8,864.10
125	L30280Z0600 F101	Mains Power Cord, USA Variant	\$6.55	\$818.75
1	L30280D0600 F890	Openfire Software Support	\$1,719.90	\$1,719.90
1	L30220D0600 A568	OpenScape Branch 1000 Server - IBM x3250 M3	\$2,047.50	\$2,047.50
9	L30220D0600 A567	OpenScape Branch 50/250 Server	\$589.68	\$5,307.12
1	L30220D0600 A571	OpenScape Branch 500i DP4 Server	\$2,231.78	\$2,231.78
29	L30220D0600 A561	OpenScape Branch 50i A84 Server	\$982.80	\$28,501.20
41	L30220D0600 A620	OpenScape Branch V7 Documentation CD	\$12.66	\$519.06
1	L30280D0600	OpenScape Xpressions V7 SW incl.		

State of Florida Design Proposal

	D050	Documentation USB Stick	\$65.52	\$65.52
8000	L30250F0600 C280	OpenScape Desk Phone IP 35G	\$160.40	\$1,283,200.00
1000	L30250F0600 C281	OpenScape Desk Phone IP 55G	\$287.03	\$287,030.00
1000	L30250F0600 C177	OpenStage 15 SIP Iava	\$102.38	\$102,380.00
7	L30280D0622 H187	SuSE SLES 3 Year Upgrade Protection License for UC Appl V7 Year 1-3	\$561.39	\$3,929.73
1	L30280D0600 F698	OpenScape Deployment Service V7 Software CD	\$27.86	\$27.86
2	L30220D0600 A650	OpenScape SBC V7 Documentation CD	\$13.93	\$27.86
1	L30280D0600 H160-ELAT4	OpenScape UC Application Enterprise Edition V7 SW for existing Unify platforms	\$24.66	\$24.66
1	L30280D0600 H131-ELAT4	OpenScape Voice and OpenScape UC Application Enterprise Edition Package V7 SW	\$24.66	\$24.66
2000	L30280D0622 H250-ELAT4	Analog Suite	\$19.20	\$38,400.00
10000	L30280D0622 H252-ELAT4	Collaboration Suite (formerly named Team Suite)	\$126.40	\$1,264,000.00
41	L30220D0622 A621-ELAT4	OpenScape Branch V7 Base License	\$-	\$-
3440	L30220D0622 A622-ELAT4	OpenScape Branch V7 User License (per User)	\$3.73	\$12,847.88
3000	L30220D0622 A652-ELAT4	OpenScape SBC V7 Session License (per Session)	\$6.84	\$20,530.94
1	L30220S0632 L764-ELAT4	OpenScape UC Application Enterprise Edition V7 Base License	\$-	\$-
1	L30220S0632 L760-ELAT4	OpenScape Voice V7 Base Package License	\$-	\$-
1	L30220S0632 L761-ELAT4	OpenScape Voice V7 Redundancy Option	\$-	\$-
1	L30220S0632 L763-ELAT4	OpenScape Xpressions V7 Base License (excl. Connectors)	\$-	\$-
1	L30280D0622 D080-ELAT4	OpenScape Xpressions V7 Medium Cluster System (up to 10,000 users) License	\$4,928.00	\$4,928.00
2000	L30220-S632- L766 ELAT4	SWA (3 Years; qty 2,000/yr) Analog Suite	\$1.76	\$10,584.00
10000	L30220-S632- L768 ELAT4	SWA (3 Years;10,000/yr) Collaboration Suite (formerly named Team Suite)	\$11.61	\$348,390.00
1	L30270S0600 T011	USB-HD for Staging	\$281.00	\$281.00
6	N/A	VMWARE - IBM3750 3 Yr Onsite Rep 24x7 4 Hr Resp	\$1,582.62	\$9,495.70
8	N/A	VMWARE - Support VS5-ENT-3P-SSS-C (3 year Total)	\$2,491.31	\$19,930.51
13	N/A	VMWARE - Support VS5-STD-3P-SSS-C (3 year Total)	\$1,119.17	\$14,549.26

State of Florida Design Proposal

2	N/A	VMWARE Support VCS5-STD-3P-SSS-C (3 Year Total)	\$4,327.76	\$8,655.53
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1.8.2 Three Year CapEx Expenditures

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ANTICIPATED CAPEX PER YEAR COSTS							
TCO Category	TCO Cost Component	Component Description	TCO UNIT	Year 1 - Phases 0 & 1	Year 2 - Phase 2	Year 3 - Phase 3	3 Year Total
Up Front Capital Costs	System Hardware	HW to support quantities described in the Bill of Materials.	Quantities specified in Bill of Materials	\$668,295	\$684,370	\$747,721	\$2,100,386
	System Software	SW to support underlying infrastructure and users quantities described in the Bill of Materials.	Quantities specified in Bill of Materials	<u>\$1,399,158</u>	\$0	\$0	<u>\$1,399,158</u>
Sub-Totals				\$2,067,453	\$684,370	\$747,721	\$3,499,544
Other Up Front System Costs	Labor for System Installation	Deploy equipment per quantities described in the Bill of Materials.	Quantities specified in Bill of Materials	\$499,676	\$202,106	\$346,458	\$1,048,240
	Software Assurance (SWA)	3 Years of SWA for SW bundles and core application SW denoted on the Bill of Materials prepaid.	SWA Coverage for quantities specified in Bill of Materials. 3 Years Prepaid.	\$298,974	Prepaid	Prepaid	\$298,974
	Unify Certified Training	Unify Academy of Professional Service Training	See Attached PBC Fast Track Training for descriptions	<u>\$135,648</u>	\$0	\$0	<u>\$135,648</u>
Sub-Totals				\$934,298	\$202,106	\$346,458	\$1,482,862
Additional Labor elements necessitated by State of Florida Contract precedence	End User Training	Onsite End User Training	Approx 1 Hr in length for 10K users	\$26,603	\$64,311	\$89,899	\$180,813
	Place & Test Phones	Labor for new OpenScape IP endpoints. Does not include any cabling work.	10K OpenScape Endpoints	\$54,996	\$137,491	\$151,240	\$343,728
	Travel & Living Expenses	Travel & Living expenses were excluded under the previous	Travel and living costs for out of town resources	\$47,061	\$21,940	\$33,684	\$102,686

State of Florida Design Proposal

		offer and were to be billed as actual per occurrence. Under SOF, common practice is to include travel and living costs.					
	Project Management Phases 2-3	Project Management was included for Phases 0 & 1 under labor for system implementation . Labor for additional PM work for Years 2 & 3	Per Phase	Included in above labor for System Implementation	\$59,280	\$59,280	\$118,560
Sub-Totals					\$128,661	\$283,022	\$ 334,103
System Costs not Otherwise Listed Above	Trade Up Program Discount **	The Unify Trade Up Program Discount provides a credit for each displaced competitor license and handset when upgrading to UC. The credit is applied when the license is activated; new Unify handset is ordered and billed. PBC retains ownership of the existing estate.			(\$602,695)	(\$285,710)	(\$314,538)
	Estimated Freight	Freight must be included on the PO under the State of Florida Contract. Freight was not included under the previous submittals.			\$10,000	\$5,000	\$5,000
Sub-Totals							
3 YEARS CAPEX TOTALS -					\$2,537,717	\$888,788	\$1,118,744
							\$4,545,249

1.8.3 Recommended PO Strategy & Payment Terms

This Section contains confidential and proprietary trade secret information of Unify Inc. subject to protection from public disclosure in accordance with F.S. §815.045.

Purchase Order (PO)	Milestones	Description	Purchase Order Amount Prior to Discount	PO Specific Discount	Net PO Total	Invoicing Milestone
PO1	ELA Software Licenses /SWA/Technical Training	Purchased user licenses as identified in the BOM, 3 Years Non-cancellable Software Assurance, Unify Fast Track Technical Training	\$1,833,780.00	\$(488,318.00)	\$1,345,462.00	Upon successful Licenses download to Core
PO2	Phase 0	Core Hardware, Non-ELA Software, Implementation, Testing, & Commissioning	\$624,976.41	\$ -	\$624,976.41	Upon Core Acceptance

State of Florida Design Proposal

PO3	Phase 1-3	All Endpoints, Branches, Site Labor and Trade Up Credits based on Endpoint Role Out	\$3,289,699.59	\$(714,859.00)	\$2,574,810.59	Consolidated Monthly Invoicing based on acceptance of tangible asset delivery and acceptance of site deployments
		Total for Initial Project POs			\$4,545,249.00	

1.8.4 Commercial Notes, Caveats, and Assumptions

This Section contains confidential and proprietary trade secret information of Unify Inc. subject to protection from public disclosure in accordance with F.S. §815.045.

- Project rollout hereunder will be deployed based on the mutually agreed upon milestone schedule. Contractor has utilized the County's phasing details from the SOW to calculate annual capital outlay expectations for this project. Test Users Phase 0 = 100. User Deployment Phase 1 = 1,500 endpoints. User Deployment Phase 2 = 4,000 endpoints. User Deployment Phase 3 = 4,400 endpoints. Phasing is based on deploying a total of 10,000 endpoints over three years as denoted in Section 1.4. As noted in Section 1.4, the above pricing reflects a total of 10,000 endpoints, not 10,199 as noted in the SOW. If additional endpoints are necessary additional licenses and endpoints will need to be procured through the change order process;
- The Unify Trade Up Program Discount expired on 12/20/13; however, Contractor is making a special onetime exception to extend this offer to the County. The program provides a credit for each displaced competitor license and handset when purchasing a UC Collaboration (formerly Team) licenses and Unify endpoint. Changes to the scoped configuration could impact the credit. The credit is applied when the license is activated; new Unify handset is purchased and billed. Discounts amounts have been split to accommodate PBC's phasing request. All 10,000 Collaboration licenses as well as 3 Years, noncancellable SWA are required under the defined PO strategy in 1.8.4 to receive the discount. Discount is valid for up to 10,000 handset purchases only. The County retains ownership of the existing estate. Unify has removed the requirement for the County to provide a certificate of disposal;
- If the Contract is terminated, Contractor will be paid for Products and Services delivered and any non-cancellable costs incurred up to the effective date of termination;
- Deinstallation of existing legacy equipment is not included in this pricing. If deinstallation services are desired, additional costs will be incurred;
- The Design proposal pricing is valid for 60 days from the submission date;
- The Design Proposal pricing is based on Unify's Enterprise License Agreement (ELA) program. The discounts are based on a minimum license purchase of 10K ELA licenses with 3 years of prepaid, non-cancellable Software Assurance (SWA); and
- Payment terms will be governed by the State of Florida Contract Section 7.1.

1.9 Other Hardware & Software (out of scope of the contract)

- Maintenance services will be negotiated under a separate contract agreement. Certain support services must be ordered simultaneously with products and thus are included in the BOM.

1.10 General statement of work and system implementation narrative

Attached County Wide Unified Communications-VoIP Project Statement of Work: PBC UC Project SOW v16.pdf



PBC UC Project SOW
v16 FINAL.pdf

1.11 User Change Request Process

Per Section 1.1.5 of the SOW, the following Change Order Document will be utilized by the parties to authorize project changes.

CHANGE ORDER DOCUMENT		
Originator:	Date:	CCN Nr:
Title of Change:		
Reason for Change:		
Description of Change:		
Impact of Change:		
Price of Change:	Implementation Timetable:	
Impact on Services:		
Effective Date of Change:		
For and on behalf of		For and on behalf of
CUSTOMER: PALM BEACH COUNTY		CONTRACTOR: UNIFY INC.
By:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	

1.12 Installation Check List and Acceptance Document Blank Form

**CERTIFIED SYSTEM INSPECTION CHECKLIST
STATE OF FLORIDA, STEPS CONTRACT**

The STEPS vendor listed below has installed this system per the specifications of the State of Florida Contract. All responses should be yes, if there are any no's checked, then sufficient explanations with supporting documentation shall be provided. Send a copy of this report for all equipment installed by your company for each independent site to:

Department of Management Services
Division of Telecommunications
SUNCOM NOC - Attention: SUNCÓM NOC Manager
4050 Esplanade Way
Building 4030
Tallahassee, Florida 32399-0950

Agency/Customer _____	City (note 1) _____
Address (note 1) _____	Telephone #(note 1) _____
Authorizing Agency Contact _____	Contact Title _____
Type System _____	Contact e-mail _____
STEPS Vendor _____	Vendor Contact _____
Copy of CSA is attached; Yes ___ No ___	Inspection Date _____
Inspection Conducted by _____	In-Service Date _____
Customer Signature _____	Vendor Signature _____

The following pages cover areas of concern; a "yes" or "no" response should be provided.

Please explain any "no" responses (by the item number):

NOTE 1: Location where the equipment is actually installed.

State of Florida Design Proposal

		Respond	
		YES	NO
1.	All equipment specified for the baseline is installed and is performing per customer's objectives. (See note 2)	___	___
2.	All equipment procured per CSA # _____ Order is Installed (attach a copy of the CSA).	___	___
3.	All system software programs have been successfully installed, programmed and tested and licenses and documentation delivered.	___	___
4.	All additional optional application software programs have been successfully installed and the applications tested and appropriate documentations and data provided to the customer.	___	___
5.	Appropriate SUNCOM & TELCO interfaces are in place, cross connected and tested operational.	___	___
6.	All spares, additional equipment per above CSA have been delivered and received by the customer.	___	___
7.	System power and telephone line protectors are installed and in place. (See note 2) – Out of Scope of Contractor	___	___
8.	System programming, System Administration and all system documentations Including user guides are provided.	___	___
9.	As built system configuration data has been backed-up and a copy is left with the agency.	___	___
10.	When primary power is switched off, the system continues to operate on an UPS system/battery backup (if applicable).	___	___
11.	Initial system training has been conducted. Cut-Over training, and follow-on training sessions have been scheduled.	___	___
12.	<u>FINAL CLEANUP</u> Upon completion of the work, the contractor shall reconnect any utilities, equipment or appliances removed in the course of work, and reposition all furniture, etc., moved for the performance of the work. Debris and rubbish caused by the work shall be removed and the premises left clean.	___	___

NOTE 2: Equipment to be installed per manufacturer's instruction and the STEPS contract specifications

1.13 Unify Training Program

1.13.1 Unify Fast Track Technical Training Program

Program Summary

- 3 successive modules alternating training (OSV, OS UC, Gateways)
- Accelerated on-boarding of new OpenScape Solution personnel
- Blend of web based training, classroom training, self learning and mentoring
- OpenScape Foundation Training - 10 days
- OpenScape UC and User Management Training - 15 days
- OpenScape Branch, Media Server, and Maintenance Training- 10 days
- Technology Foundation Recommended Training - Provided by local training Partners
 - OSV Service personnel will need to complete SUSE Linux training available via SUSE training vendors.
 - OSV/UC Service personnel working with VMware virtualization should complete VMware training.

Program Clarifications

- Unify has prepared a customized training track for the County based on the specific applications included in our proposal. The desired outcome of this training program is for the County to be competent in the procured Unify software applications such that the County is capable of achieving self maintainer status within the first 12 months of solution deployment.
- Certification testing will be conducted at the end of each fast track block. Any retesting will be handled on a case by case basis.
- The fast track blocks include:
 - OpenScape Foundation Training
 - OpenScape UC and User Management Training
 - OpenScape Branch, Media Server, and Maintenance Training

Web Based Training

Solution Overview course	Training Method	Learning Credits
OpenScape Solution Overview (Voice- and UC Solution) (SOLOVERSDS) https://academy.unify.com/enweb/beschreibungL.jsp?Course=BAABXFO&ctry=US	Web Based Training 24X7	0
SIP Technology course		
SIP Basics (E1320E) https://academy.unify.com/enweb/beschreibungL.jsp?Course=93AACDN&ctry=US	Web Based Training 24X7	24
SIP Desktop Device course		
Administration training OpenStage Endpoints (E1352E) https://academy.unify.com/enweb/beschreibungL.jsp?Course=BAABBQL&ctry=US	Web Based Training 24X7	24

State of Florida Design Proposal

Classroom Training

Classroom Training	Course Delivery for 1 - 12 students (max 12) at Unify Boca Facility	
OSV/UC Fast Track Foundation course	10 Day lecture based course with lab activities	620
OpenScape Solution Administrator 1 (SOLADM1SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXFQ&ctry=US		
OpenScape DLS Administration (OSVDLS-SVU)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABCGH&ctry=US		
OpenScape Solution Advanced 1 (Voice) for Service (SOLADV1SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXGW&ctry=US		
OSV/UC Fast Track Unified Communication and User Management course (Maximum of 12 students)	15 Day lecture based course with lab activities	1200
OpenScape UC Application Advanced 1 for Service (OSAADV1SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXHN&ctry=US		
OpenScape UC Application Advanced 2 for Service (OSAADV2SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXHP&ctry=US		
OpenScape Solution Administrator 2 (Applications) (SOLADM2SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXFS&ctry=US		
OSV / UC Fast Track Branch/Media Server/Maintenance course (Maximum of 12 students)	10 Day lecture based course with lab activities	760
OpenScape Voice Maintenance for Service (OSVMAINSCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABSQW&ctry=US		
OpenScape Solution Hardware for Service (SOLHARDSCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXFBV&ctry=US		
OpenScape Branch for Service (OSBADV1SCS)		
https://academy.unify.com/enweb/beschreibung1.jsp?Course=BAABXHC&ctry=US		
	Total Learning Credits	2628

1.13.2 Unify End User Training Program

Per requirements dictated by the County's State of Florida contract precedence, Contractor has included requisite End User Training. End user training will be conducted at County provided training locations and will cover end points, Xpressions voicemail and Unified Communications applications. Training will be scheduled prior to location cutovers.

Unified Communications

Comprehensive Upgrade of Voice Services
for Palm Beach County



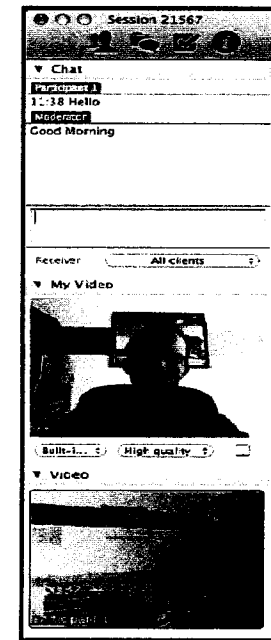
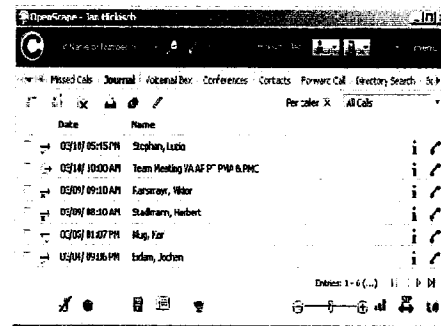
Project Overview

- ▶ Capital Budget request initiated for FY 2013
 - Due to an aging voice infrastructure consisting of >80 phone systems serving over 10,000 users and rising maintenance costs, ISS requested a capital budget of \$10 million to design and implement a cohesive unified communications solution.
- ▶ Funding for project obtained via low interest loan
 - The County Administrator recommended and the BCC approved funding for the project via a low interest loan.

Project Overview

Comprehensive Unified Communications enables seamless collaboration from anywhere in Palm Beach County

- **Reduces team meeting and travel costs** with built-in audio, web, and multi-party desktop video conferencing
- Intuitive **mobile access** to all your communications
- Be reached via **your single published phone number** on the **device of your choice**
- **Saves time and accelerate responsiveness** with Rich Presence awareness of key people
- **Unifies all your communications** within your preferred email application
- Integrates chats, text messages and soft phones on the desktop



Project Budget

Unified Communications Project costs tracked for 3 major elements:

Unified Communications System



Includes call processing hardware, software, telephone hardware, soft phones, instant messaging software, contact center, etc.

\$5,500,000

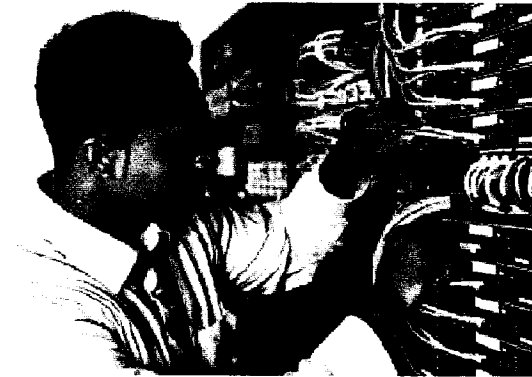
Infrastructure Upgrades



Includes the network switches, electrical upgrades and structured cabling upgrades necessary to support the project. These upgrades are in-process via existing contracts.

\$3,000,000

Staff Augmentation



Includes temporary staff contracted through existing professional services contract to assist with the deployment of the prior two elements.

\$1,500,000

Steps in the Selection Process

Evaluation Methodology

ISS developed lab criteria and testing methodology

1

Market Analysis

Identification and reference checks of leading manufacturers

2

Whiteboard Session

Architectural design session to share information with lab participants

3

Lab Testing & TCO Evaluation

Technical & Budgetary evaluation of selected participants

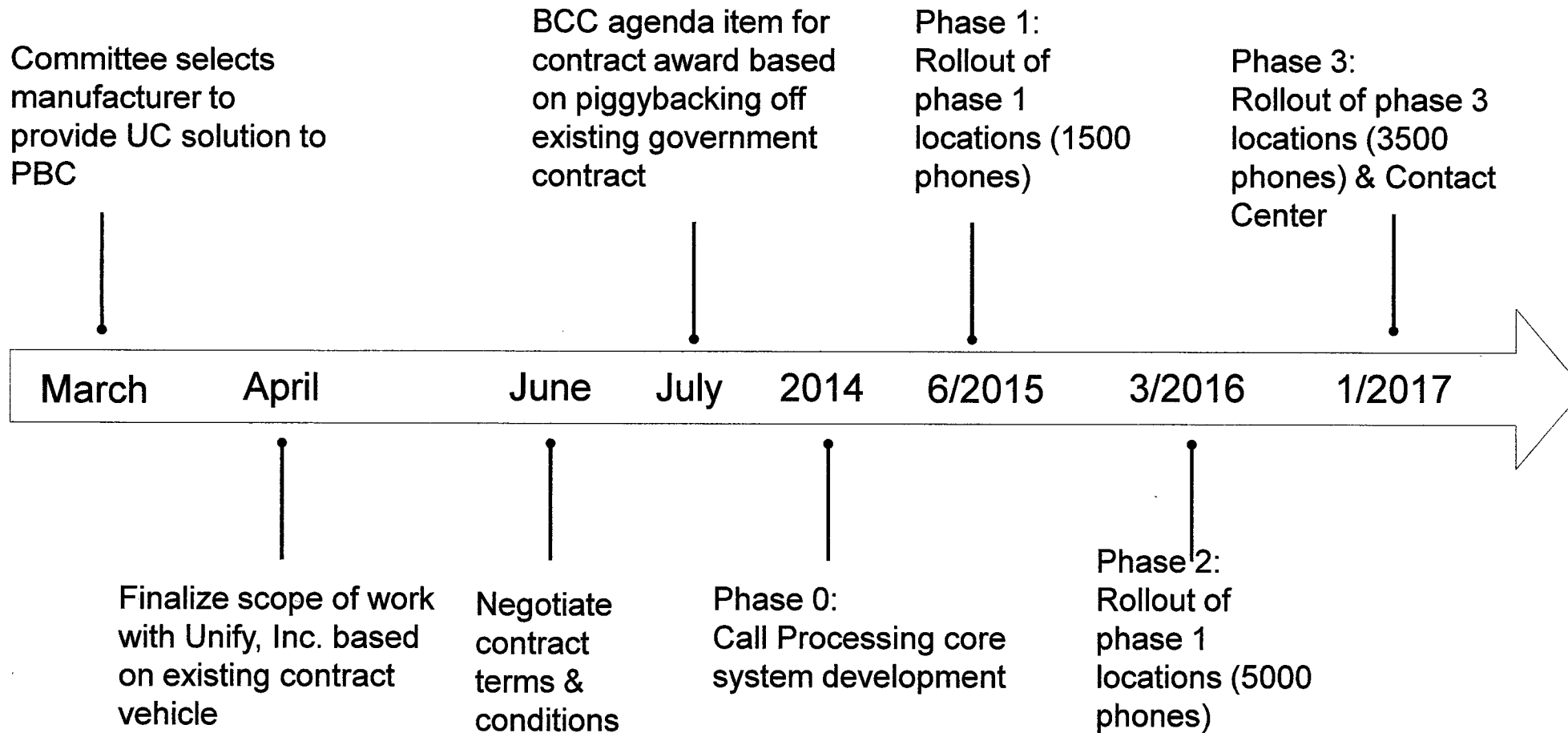
4

Final Selection

Results presented to Selection Committee for review & final selection

5

Implementation Process



Questions?

