

ATTACHMENT IX-A

ATTACHMENT IX-A: Phone System Upgrade

Suggested Motion: Approve Heartland Business Systems for  
the Phone System Upgrade

Recommended Action: Approve as presented

This project will upgrade the eight virtual servers that make up the phone system from 10.5 to the current version of 12. This project also includes tying into the overhead paging at the High School so they can page from any phone in the building instead of the single phone located in the front office. While we have not done business with Heartland Business Systems before, I recommend awarding them this project in the amount of \$9939.00. In addition to having the lowest bid, this is a suitable project to see the quality of work they provide.

## UC Upgrade

Quote #053736 v1

**Prepared For:**
**North Boone School District**

 Randall Porter  
 17641 Poplar Grove Road  
 Poplar Grove, IL 61065

**P:** (815) 765-9274

**E:** porter@nbcusd.org

**Prepared By:**
**Milwaukee Area Office**

 Steve Waggoner  
 N28 W23050 Roundy Drive Suite 200  
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**Date Issued:**
**06.21.2018**
**Expires:**
**07.18.2018**

Services		Price	Qty	Ext. Price
HBS-FF-LABOR	<b>Engineering/Consulting Labor</b> <ul style="list-style-type: none"> <li>System Discovery and Verification</li> <li>Perform System Health Checks               <ul style="list-style-type: none"> <li>Verify Current System Backups</li> <li>Review Compatibility and Upgrade Documentation for Each Platform</li> <li>Review Existing Dial Plan</li> </ul> </li> <li>Gateway Upgrades:               <ul style="list-style-type: none"> <li>Upgrade H.323 PSTN Gateways to the Current Recommended IOS Release</li> <li>Upgrade VG Analog Gateways to the Current Recommended IOS Release</li> <li>Test and Validate</li> </ul> </li> <li>Server Upgrades:               <ul style="list-style-type: none"> <li>Update ESXi on UCS C220 M3 server from current 5.x version</li> <li>Update CIMC to latest release</li> </ul> </li> <li>Unified Communications Application Upgrades:               <ul style="list-style-type: none"> <li>Upgrade Cisco Unified Communications Manager from current 10.5 version                   <ul style="list-style-type: none"> <li>Verify Database and Service Status</li> <li>Test Calling and Features</li> </ul> </li> <li>Upgrade Cisco Unity Connection from current 10.5 version                   <ul style="list-style-type: none"> <li>Verify Database and Service Status</li> <li>Test Messaging, Retrieval, UM, and MWI</li> </ul> </li> <li>Upgrade Cisco Unified CM IM and Presence Service from current 10.5 version</li> <li>Upgrade Cisco Emergency Responder from current 10.0 version</li> </ul> </li> <li>High School Paging Integration               <ul style="list-style-type: none"> <li>Configure analog integration to paging cabinet</li> </ul> </li> <li>Documentation and Training               <ul style="list-style-type: none"> <li>Documentation of all updates to application passwords, licenses, and service contracts</li> <li>Update Network Diagrams to Reflect Changes to the UC environment</li> </ul> </li> </ul> <p>The following items are considered to be "Out-of-Scope":</p> <ul style="list-style-type: none"> <li>Upgrade of Jabber clients on end-user devices</li> <li>Adds, moves, and changes or any application administration not directly related to the upgrade</li> </ul>	\$9,939.00	1	\$9,939.00
Subtotal				<b>\$9,939.00</b>

Quote Summary		Amount
Services		\$9,939.00
Total:		<b>\$9,939.00</b>

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges will be calculated and applied at invoice.

The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland unless otherwise noted. Installation by Heartland is available at our regular hourly rates, or at the reduced rate of a prepaid HBSFlex Agreement. This configuration is presented for your convenience only. Heartland will not be responsible for typographical or other errors or omissions regarding prices or other information. Prices and configurations are subject to change without notice. A 15% restocking fee will be charged on any returned part. A \$25.00 processing fee will also be charged. No returns will be accepted by Heartland without prior written approval. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have the express authority to execute this agreement and legally bind your organization to the above proposal and terms. This document is governed by Heartland's Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed Heartland's ST&Cs version 2018.v2.0 or later, the signed version shall supersede the version on the website. QT.2018.v2.0

**Acceptance****Milwaukee Area Office****North Boone School District**

Steve Waggoner

Signature / Name

06/21/2018

Date

Signature / Name

Initials

Date

## HTG Standard Terms & Conditions

### STANDARD TERMS AND CONDITIONS

The parties to this agreement are Heartland Business Systems, LLC., ("Heartland" or "Seller"), with corporate headquarters located at 1700 Stephen Street, Little Chute WI 54140, and customer (Buyer) who purchases products and/or services from Heartland.

- 1) **ACCEPTANCE.** Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.
- 2) **PAYMENT AND TERMS.** All invoices provided by Seller to Buyer shall be paid within 30 days of the invoice date with the exception of HBSFLEX Agreement invoices. HBSFLEX Agreement invoices shall be paid upon receipt of the invoice. A service charge of \$35.00 will be assessed for each check that is returned for insufficient funds.
- 3) **FORCE MAJEURE.** Heartland's performance hereunder shall be excused if such nonperformance or delay of performance is due to causes beyond the reasonable control of Heartland and is the direct or indirect result of, but not limited to, acts of God, acts of the public enemy, acts of the United States of America, or any state, territory or political subdivision thereof or of the State of Wisconsin, fires, war, riots, terrorism, floods, epidemics, quarantine restrictions, insurrection, strikes, labor shortage, materials shortage or freight embargoes. Any delay in performance due to the force majeure occurrence shall extend the period for performance for the duration of the delay.
- 4) **SHIPPING.** With respect to any products that are to be shipped, shipment shall be FOB Seller's place of business, by common or contract carrier, or, in the case of drop shipment, FOB a manufacturer's or distributor's place of business, by common or contract carrier. Freight charges shall be Buyer's responsibility. "Delivery," as that term is used in this proposal and any resulting contract, shall be deemed completed when the goods have been placed into the hands of the common or contract carrier.
- 5) **WARRANTY.** Any hardware, software, or parts sold to Buyer may be subject to a warranty made by the manufacturer or other third party to Buyer and, if so, the terms and conditions of such warranty are embodied in other documents. Buyer acknowledges that Seller is not a party to any such warranty, and that any rights or remedies that Buyer may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against the Seller. **SELLER MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY THE SELLER WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**
- 6) **PROFESSIONAL SERVICES.** Heartland may provide professional services as requested by the Buyer. All services provided by Heartland, which include labor and travel charges, are subject to the terms and conditions as set forth in this Agreement. Services provided by Seller to Buyer may be covered under a manufacturer or other third party warranty, may be applied to a pre-paid HBSFLEX Agreement purchased by the Buyer, at the rates set forth in the most current version of the HBSFLEX Volume Service Schedule, as updated from time to time, or may be billed out to the Buyer at the then-prevailing hourly rate. Regardless whether the services are covered under warranty, applied to a HBSFLEX Agreement or billed out at an hourly rate, all terms of this Agreement apply. Heartland's records shall be the sole measurement of professional services and/or time expended by Heartland. HBSFLEX Agreements may not be used to purchase products, and each HBSFLEX Agreement shall automatically expire eighteen months after the date of invoice for that HBSFLEX Agreement. Any existing Service Blocks shall automatically expire on June 30, 2019.
  - A) **Warranty.** If services provided are in connection with a problem that is covered by a manufacturer or other third party warranty, then such services shall not be counted against a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, to the extent of the warranty coverage. Please refer to your manufacturer or third party provided documentation which will define what is covered under warranty. Any labor or travel provided that is not covered under the manufacturer or third party warranty will be applied to a HBSFLEX Agreement or billed out at the then-prevailing hourly rate, whichever applies.
  - B) **HBSFLEX Agreements.** Buyer may choose to purchase a pre-paid HBSFLEX Agreement from Seller. When a HBSFLEX Agreement is purchased, labor and travel charges incurred will be applied against the HBSFLEX Agreement. Buyer will receive informational invoices detailing the services as they are provided.
    - 1) When a pre-paid HBSFLEX Agreement is exhausted an additional HBSFLEX Agreement may be purchased. If an additional HBSFLEX Agreement is not purchased, then services will be billed out at the then-prevailing hourly rate.
    - 2) Either party may terminate a pre-paid HBSFLEX Agreement by giving notice to the other, in writing by mail to the party's last known address, of such intent. If this Agreement is terminated before the HBSFLEX Agreement is expended, then Heartland shall refund 75% of the unused portion of the fee and may retain the balance.
  - C) **Hourly Rate.** Should services provided not be covered under a manufacturer or third party warranty or should the Buyer not have purchased or not have time available on a HBSFLEX Agreement then all labor and travel will be billed out at Heartland's then-prevailing hourly rate.
- 7) **PROFESSIONAL SERVICE ESTIMATES.** At times, Buyer may request time estimates for service situations. Heartland will provide a best estimate based upon the information that is known at the time of the request. This is to be considered an estimate for service only and not a guarantee. Actual service hours may be less or may be more than the estimate provided.
- 8) **FOUR-HOUR RESPONSE.** For calls received on normal business days, excluding holidays, Heartland will use its best effort to respond to the Buyer's request for service within four business hours (the hours between 8:00 a.m. and 5:00 p.m. CT) of the Buyer's request.
- 9) **ASSIGNABILITY.** Heartland may delegate all, or any part of, its duties hereunder to a subcontractor.
- 10) **EXCLUDED EQUIPMENT.** Heartland may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- 11) **BUYER'S RESPONSIBILITY.** Buyer shall use its best efforts to cooperate with Heartland in connection with Seller's carrying out its duties hereunder, and Buyer shall refrain from any act or omission that could frustrate Heartland's performance. In that regard, but not by way of limitation, Buyer shall designate one employee for each location at which services are expected to be rendered under this Agreement, with full authority to act for Buyer in the event that Buyer's input is required in order to affect any aspect of the services provided hereunder.
- 12) **BUYER'S WARRANTY AS TO PROPER LICENSING.** Buyer warrants and represents to Seller that it possesses a proper license for all software being used by Buyer's organization and shall hold Heartland harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software.
- 13) **BUYER'S WARRANTY AS TO PROPER BACKUP.** Buyer warrants and represents to Seller that Buyer's data and system has been properly backed up prior to the commencement of any services provided by Heartland and understands that the Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- 14) **NON-SOLICITATION OF HEARTLAND PERSONNEL.** During the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, encourage any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, to terminate his or her employment with Heartland. In addition, during the term of this Agreement, and for a period of one (1) year after the termination of this Agreement by either party for whatever reason, Buyer shall not, directly or indirectly, solicit any employee of Heartland, who became known to Buyer by virtue of such employee's providing services under this Agreement, for employment which would end or diminish that employee's service with Heartland. Buyer acknowledges that Heartland will suffer irreparable harm as a result of Buyer's violation of this paragraph and that Heartland may bring an action for injunctive relief and/or actual damages to enforce this provision.

- 15) SUSPENSION OF PRODUCTS AND/OR SERVICES.** Heartland may, at its option, suspend providing products and/or services hereunder in the event that the Buyer is delinquent on payment of any outstanding invoices.
- 16) EXCLUSIVE REMEDY/LIMITATION OF LIABILITY.** Notwithstanding any other provision herein, Seller's sole and exclusive liability to Buyer for any breach of this Agreement, or breach of any warranty, express or implied, found to have been made in connection with this Agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; Seller shall have no liability for any other damages, consequential or otherwise. Seller shall have no liability whatsoever to Buyer if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than Seller. Seller shall have no liability whatsoever, under any circumstances, for any damages suffered by Buyer as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- 17) ACCEPTANCE OF PRODUCTS.** Buyer shall be deemed to have irrevocably accepted the products and services sold hereunder if Buyer has not given to Seller a written notice of rejection, describing the basis for rejection, within 10 business days after delivery. All data and intellectual property provided by Seller in connection with this Agreement shall belong to Seller ("Heartland Materials"). Seller shall retain all rights and interests in and to the Heartland Materials after the completion of this Agreement.
- 18) CHOICE OF LAW.** This Agreement, and any claim arising under it, or related to the transaction evidenced by it, shall be construed and determined under the laws of Wisconsin.
- 19) ATTORNEY FEES.** In the event that legal action is taken by either party upon any claim arising from this Agreement or in any way related to the transaction that is evidenced by this Agreement, Seller shall, if it prevails, be entitled to recover from Buyer its actual reasonable attorney fees incurred in connection therewith.
- 20) SEVERABILITY.** If any portion of this Agreement is determined by a court or government agency having competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect to the extent permitted by law.
- 21) BINDING EFFECT.** This Agreement shall bind and inure to the benefit of the parties, and their respective heirs, successors, personal representatives, beneficiaries and assigns.
- 22) ADDITIONAL WORK.** In the event that Seller agrees to provide additional products or service not specifically covered by this Agreement, the terms and conditions of this Agreement shall govern, unless otherwise provided in writing.
- 23) ENTIRE AGREEMENT.** This is the entire agreement of the parties respecting the sale of the products or services, sold by Seller to Buyer. No modification, addition, or amendment shall be binding unless in writing and signed by both parties.

Buyer accepts these Standard Terms and Conditions as a condition of Buyer's purchase of services and/or products from Heartland.

STC.2018.v2.0

## PROFESSIONAL SERVICES STATEMENT OF WORK

### Fixed Price Engagement

<b>Client Legal Name:</b>	North Boone Community Schools District Number 200
<b>Client Contact:</b>	Randall Porter
<b>OneNeck Account Executive:</b>	Chris Kousoulas
<b>OneNeck Architect:</b>	Dennis Eickhorst
<b>Project Title:</b>	UC Upgrade to 12.x
<b>Quote Number:</b>	VSSQ119433
<b>Date:</b>	06/06/2018

This Professional Services Statement of Work ("SOW") is entered between North Boone Community Schools District Number 200 ("Client") and OneNeck IT Solutions LLC ("OneNeck") pursuant to the terms of the OneNeck Quote referenced above and the original services agreement referenced therein (the "Agreement"). Any capitalized terms shall have the meanings set forth in the Agreement, unless otherwise defined herein.

## 1. PROJECT SUMMARY

### 1.1. Term

The term of this SOW shall commence on the last signature date below (the "Effective Date") and terminate upon the later of completion of Services or one year from the Effective Date, unless terminated earlier in accordance with this SOW and/or the Agreement. Subject to agreement on rates and Services, this SOW may be extended upon mutual written agreement of the parties.

### 1.2. Business Drivers

*Client desires to upgrade their Cisco Unified Communications platform to a newer version of software to stay current with current supported versions of software.*

### 1.3. Solution

*Client is currently running the following versions of Cisco and 3<sup>rd</sup> party software:*

Cisco Unified CM Administration and IM&P system - System version: 10.5 (two instances – 1 Publisher 1 Subscriber)

Cisco Unity Connection Administration - Cisco Unity Connection version: 10.5 (two instances – 1 Publisher 1 Subscriber)

Cisco Emergency Responder - System version: 10.5. (two instances – 1 Publisher 1 Subscriber)

Prime License Manager: License Definitions: 10.x

Running on (2) Cisco UCS C200 M2 class host hardware (equal to TRC small and/or BE6000M servers). Running ESXi 5.5 version.

Syn-Apps SA-Announce – XXXX

Client will be upgrading from Unified Communications version 10.5 to the latest version of Unified Communications 12.X on existing Cisco UC hardware and virtual machine resources to support 12.X VMs.

### **Upgrade UC Environment to version 12.X:**

- Cisco Unified Communications Manager version: 10.5 to 12.0(1)SU1 or latest recommended release.
- Cisco Unified Unity Connection version: 10.5.x to 12.0(1) or latest recommended release
- Cisco Unified Instant Messaging and Presence: 10.5.x to 12.0(1)SU1 or latest recommended release
- Cisco Emergency Responder: 10.5 to 12.x or latest recommended release.
- Cisco Smart Account to replace PLM.

### **Note to Client: Deprecated Phone Models**

As of Cisco Unified Communications Manager Firmware Release 12.0, the following phones are not supported:

Cisco Unified IP Phone 7970G

Cisco Unified IP Phone 7971G-GE

Cisco Unified Wireless IP Phone 7921G

As of Cisco Unified Communications Manager Firmware Release 11.5, the following phones are not supported:

Cisco IP Phone 12 SP+ and related models

Cisco IP Phone 30 VIP and related models

Cisco Unified IP Phone 7902

Cisco Unified IP Phone 7905

Cisco Unified IP Phone 7910

Cisco Unified IP Phone 7910SW

Cisco Unified IP Phone 7912

Cisco Unified Wireless IP Phone 7920

Cisco Unified IP Conference Station 7935

If you use any of these phone models on an older release of Cisco Unified Communications Manager and you upgrade to Release 12.0, the phone will not work after the upgrade completes.

## **2. SCOPE OF SERVICES**

OneNeck will provide the services outlined below (the “Services”) for Client in accordance with the terms of the Agreement and any specifications outlined in this SOW. The term “Services” as used in this SOW shall be included within the term “Services” as defined in the Agreement.

### **2.1. Services Overview**

OneNeck will upgrade Client’s Cisco UC cluster to the latest 12.01(x) code version.

Redundant instances of Cisco Communications Manager (CM), Unity Connection (UCN), Unified Instant Messaging and Presence, and Cisco Emergency Responder are running on UCS servers located at the Client data center (DCs) in the School District. The project is scoped for remote OneNeck engineering. Client has immediate access to the physical servers if physical access is required for unexpected reasons during project implementation.

All applications are running 10.5(x) code, and will support direct, standard upgrades (single step) to current code. Applications will be upgraded on inactive Linux partitions during normal business hours, and then the servers restarted during scheduled after hours windows to the upgraded partitions.

The servers are currently running ESXi 5.5.



Outage windows required for server restarts to support ESXi upgrades and application restarts will be scheduled during after hours mutually agreed upon window.

Day 1 remote support will be a single day, 8:00am-5:00pm.

OneNeck will complete the following tasks:

- Download required media (CM, UCN, CER) and licensing.
- Perform Disaster Recovery System (DRS) backups of existing environment.
- Perform VMware ESXi upgrades and reboot during scheduled Client windows.
- Perform CM and UCN and UCCX upgrades on inactive Linux partitions.
- Reboot to upgraded code during scheduled Client windows.
- Verify PSTN access and call routing.
- Verify voice messaging and CER operation.
- Test with local PSAP E911 calling and location services are working post upgrade during Day 1 support window.
- Review Cisco Smart Accounts workflow and process
- Provide Day 1 remote support (estimated at up to 8 hours on next business day following migration).
- (Optional at the time of this SOW). Implement paging gateway (Valcom) and interface and test with integration with Client's existing paging solution (Dukane) at local North Boone CSD High School location. Test and verify solution.

Notes: Installation will occur at the Client's location in Poplar Grove, IL.

## 2.2. Project Oversight

OneNeck will assign a Project Coordinator to assemble resources, schedule a kick-off meeting, coordinate activities, and close out the project. The OneNeck Project Coordinator will not provide project plans, status reporting, or risk management. Specifically, the OneNeck Project Coordinator will:

- **Assemble Resources:** The OneNeck Project Coordinator will assemble required OneNeck resources necessary to deliver the Services.
- **Schedule a Kick-Off Meeting:** The OneNeck Project Coordinator will schedule a kick-off meeting with OneNeck project resources and Client project resources to review the scope of Services and discuss scheduled activities.
- **Coordinate Activities:** The OneNeck Project Coordinator will coordinate and schedule project activities to meet the agreed-upon schedule.
- **Close out Project:** The OneNeck Project Coordinator will confirm Client's acceptance of all Services and Deliverables and close out the project.

### 2.3. Availability of OneNeck Services

Except as outlined below, OneNeck personnel will provide the Services to Client Monday through Friday, 8:00 AM to 5:00 PM local time based on the OneNeck resource's work location ("Normal Business Hours"), excluding holidays recognized by OneNeck.

Integration and migration cutover events included in this SOW may be scheduled outside of Normal Business Hours.

## 3. DELIVERABLES

OneNeck will provide the deliverables listed below (the "Deliverables") in OneNeck's standard format.

Provide to client Uplinx Cisco UC standard documentation package in an electronic report format.

## 4. ASSUMPTIONS

### 4.1. Client Involvement

Client will upgrade 3<sup>rd</sup> party software if required to support Cisco CUCM version 12x.

### 4.2. Client Responsibilities

Client agrees to fulfill the following responsibilities, which are required to complete the Services. Any delay in Client's performance of its responsibilities may result in additional charges and/or delay of the completion of the Services.

- (a) **Assign Point-Of-Contact.** Assign a single Client representative to facilitate communications, assemble Client resources, coordinate Client activities, accept deliverables, and perform any change orders.
- (b) **Coordinate Client Activities.** Coordinate all Client activities and third party activities required for this project, including handling all necessary communication to Client personnel. Client is responsible for the timely performance of activities performed by its staff and its Third Party contractors according to the agreed project schedule.
- (c) **Separate Provisioning.** Separately provide or purchase all equipment, cabling, circuits, Third Party services, software, licenses, manufacturer maintenance and support for the solution, unless exceptions are explicitly identified in the Pricing section below.
- (d) **Ensure Compliance.** Ensure compliance with any national or local safety and building regulations or similar requirements affecting installation.
- (e) **Facilities Readiness.** Ensure facilities are ready for equipment installation as scheduled, including mounting location, power, cooling, premise cabling, and patch cables not supplied by

OneNeck. Facilities must meet equipment installation requirements as provided herein and by any applicable manufacturer documentation.

- (f) **Access to Facilities & Equipment.** Provide access to any Client facilities or equipment to the extent necessary for OneNeck to perform this SOW as scheduled.
- (g) **Access to Equipment.** Provide physical access, passwords, access codes or security devices as necessary to perform the Services.
- (h) **Remote Access to Equipment.** Provide OneNeck staff VPN (virtual private network) remote access to the Client equipment required to perform the Services.
- (i) **Timely Performance.** Complete project tasks, testing, and acceptance of Deliverables in a timely fashion or according to mutually agreed schedules.
- (j) **Scheduling.** Work with OneNeck to develop a mutually agreed schedule for the Services.
- (k) **Change Orders.** Submit a Change Order request for any moves, additions or changes (MACs) that may have an impact on the Client's environment.
- (l) **Maintenance Scheduling.** Work with OneNeck to schedule a predetermined "maintenance window" with required downtime.
- (m) **Licenses and Support.** Approve and pay for vendor licenses and support for all products in use. OneNeck will provide best effort tracking and notification of expiring licenses, support agreements, and extended warranties of hardware and software administered by OneNeck on behalf of Client.
- (n) **Efficient Workflows.** Work directly with dedicated OneNeck resources during Normal Business Hours to facilitate efficient workflows.
- (o) **Miscellaneous.** Provide the following to OneNeck:
  - i. Information on all applicable processes to be followed;
  - ii. Access to ticketing and change management systems;
  - iii. Authorization to work with Third Parties on behalf of Client; and
  - iv. Guidance related to business direction as it pertains to technology planning.

## 5. PAYMENT TERMS

### 5.1. Fixed Price

OneNeck will perform the Services and provide all Deliverables for a fixed fee equal to \$14,369.00 (the "Fixed Price"), plus any actual project-related expenses, including travel expenses., This Fixed Price will be funded by the method selected below:

- ☒ This project will be funded by a Client Purchase Order and/or execution of this SOW. All invoices will be submitted to Client for payment.
- ☐ All billable amounts for this project will be applied against the Prepaid Block of Hours Order

executed by the parties pursuant to Quote Number (the “Prepaid Order”). Should the invoices for this SOW exceed the amount of the Prepaid Order, Client may execute another Prepaid Block of Hours Order to fund the remainder. Alternatively, OneNeck will invoice Client directly for the remaining balance.

If neither option above is selected, all invoices will be submitted to Client for payment.

Change orders and additional fees may apply for changes to the scope of work, changes to the work schedule, changes to information in accepted documents, failure of Client or third parties to perform responsibilities as scheduled, and delays outside of OneNeck’s control. OneNeck will not provide or bill for any additional services unless specifically approved by Client in writing.

## 6.2 Billing

OneNeck will generate monthly invoices for the project up to the Fixed Price (plus expenses, if applicable) based on work completed to date.

## 6. ACKNOWLEDGEMENT

By signing below or issuing a purchase order referencing the Quote Number listed on page one, Client accepts this SOW subject to the terms and conditions of the Agreement.

**OneNeck IT Solutions LLC**

**North Boone Community Schools District  
Number 200**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH BOONE CUSD**  
**UC UPGRADE**

**April 18, 2018**

**STATEMENT OF WORK**



**PRESIDIO<sup>®</sup>**  
Future. Built.

## PROPOSAL TEAM

Name	Company/Function	Phone	Email
Bobbie Dawod	Presidio Account Manager	847.469.3408	bdawod@presidio.com
Dragi Radovanovic	Presidio Solutions Architect	312.265.2400	dragi@presidio.com

## REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	4/18/18	Dragi Radovanovic	First Internal Release
V1.0	4/18/18	Dragi Radovanovic	First Client Release
V1.1	04/25/18	Dragi Radovanovic	Added Integration with Paging System

### Notices:

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## 1. EXECUTIVE OVERVIEW

### 1.1. Introduction

Presidio Networked Solutions Group, LLC (“Presidio”) is pleased to propose the following solution to North Boone CUSD (“Client”). This Proposal summarizes the results of the Pre-Sales Envisioning and Proposal Phases and details the services to be provided by Presidio.

### 1.2. Solution Overview

The intent of this project is to complete the following:

- Upgrade the current UC infrastructure from 10.5 version to 12.0
- Using Syn-Apps Paging Relay, integrate the existing paging system with the phone system

### 1.3. Locations

Presidio will complete services work as defined in this Statement of Work for the location(s) identified in the below table:

Site Name	Installation Address
North Boone CUSD	6248 N. Boone School Rd. Poplar Grove, IL 61065

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## **1.4. Resources**

### **1.4.1. Project Manager**

Presidio will provide a Project Manager (PM) who is familiar with the technology involved and experienced in project management best practice methodologies.

The Project Manager will:

- Act as the primary point of contact for the project team
- Schedule Presidio resources for tasks associated with the project
- Work with North Boone CUSD and Presidio project personnel to prioritize and plan the activities for the duration of the engagement and provide agendas for key meetings
- Review and communicate the status of the project with periodic status reports and/or conference calls that highlight performance on planned tasks, as well as any issues or other areas requiring attention by Presidio and/or North Boone CUSD
- Create an implementation schedule with all necessary tasks and associated timelines
- Attend any appropriate Project Systems Engineering and Planning Phase Workshops that require PM participation and associated follow-up (Action Items, Resource Planning, etc.)

### **1.4.2. Engineering Personnel**

Presidio will assign an engineer(s) or architect(s) who will lead this project from a technology and design perspective. Presidio resources will work closely with the North Boone CUSD technical team to ensure that the activities and deliverables outlined within this SoW are accurate and in line with the overall project goals.

The following roles will be utilized to complete the tasks outlined within this Statement of Work.

- Collaboration Engineer

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## **2. SYSTEMS ENGINEERING AND PLANNING PHASE**

### **2.1. Introduction**

The Systems Engineering and Planning Phase is utilized for the project management and engineering teams to develop the technical detailed design of the solution, confirm the assumptions listed in this document, and develop a project plan. This phase usually determines if there is a need for additional product and/or services due to changes in assumptions or responsibilities. If any changes are identified, an applicable change order will be provided. However, due to the nature of this upgrade, considering that no new features, configurations or deployments are needed, a more streamlined version of the phase will be implemented, without an SER.

### **2.2. Project Kickoff Meeting**

The Presidio Project Manager will schedule and conduct a Project Kickoff Meeting between Client and Presidio resources assigned to this project.

- Introduce Professional Services team
- Introduce Client contacts and project sponsors
- Verification of roles and responsibilities
- Review client timelines and set operational dates
- Review this Statement of Work and all project deliverables and assumptions
- Review Hardware and software requirements against bill of materials
- Identify resources throughout the life of the project
- Determine dates for regularly scheduled project status meetings

### **2.3. Systems Engineering and Planning Phase Design Topics**

The Primary function of the System Engineering & Planning phase is to conduct design workshops between Presidio and North Boone CUSD. However, considering this is an upgrade, there is no need for design workshop. A short version of the Systems Engineering Report will be produced to identify steps in the upgrade as well as document the current IP addressing, access info and review of the licensing.

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## 3. EXECUTION PHASE

### 3.1. Introduction

The Execution Phase of this project consists of implementing the detailed design, which was developed and finalized in the Systems Engineering and Planning Phase and documented in the Systems Engineering Report (SER).

### 3.2. Staging

Since this is an upgrade of an existing environment, no staging of any potential will take place.

### 3.3. Implementation and Testing

#### 3.3.1. Implementation

Presidio will configure and implement the following:

- Upgrade one Cisco Unified Communications Manager Publisher server
- Upgrade one Cisco Unity Connection Publisher server
- Upgrade one Cisco IM&P Publisher server
- Upgrade one Cisco Emergency Responder Publisher server
- Upgrade one Cisco Unified Communications Manager Subscriber server
- Upgrade one Cisco Unity Connection Subscriber server
- Upgrade one Cisco IM&P Subscriber server
- Upgrade one Cisco Emergency Responder Subscriber server
- Add a Paging Relay by Syn-Apps to the existing Syn-Apps server and connect it to the overhead paging system. Work closely with the client and determining the connection to the DuKane system and help identify the changes that need to be implemented on the DuKane side for the proper integration.

#### 3.3.2. Testing

The customer will test and verify the configuration of the following:

- Incoming calls to up to 10 inbound primary numbers
- Call transfer
- Outgoing calls
- Voicemail (MWI)
- Conferencing
- Test up to five CER locations to ensure that E911 is functional

### 3.4. Post Cutover Events

- Presidio will provide one day of post-cutover support

### **3.5. Project Closure**

At the completion of the project, Presidio will perform a Project Closure Meeting either onsite or via WebEx. Presidio and the Client will:

- Review project objectives to ensure that they have been completed as outlined within the SoW.
- Identify any follow-on items or actions that may be required or desired by the client.
- Presidio and North Boone CUSD shall agree that this project is complete once all items within this Scope of Work are complete.

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## 4. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. By signing this SoW, client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using Presidio Change Management Process and may impact the project duration and labor requirements.

### 4.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

- All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays) unless noted as “Off Hours” in this SOW.
- If product is delivered to or staged at a Presidio facility, the acceptance of the hardware and software by Client occurs upon the receipt of good at Presidio.

### 4.2. Project Assumptions

- The client will ensure that the necessary licensing and support (SWSS contract) for the UC applications is in place
- The client will have a resource knowledgeable in DuKane systems to configure it and help determine the analog connection needed for the integration with the IP Telephony system

### 4.3. Out of Scope

Installation or configuration of the following items is considered out of scope for this engagement:

- Any items or tasks not explicitly listed as in-scope within this SoW are considered to be outside of the scope and not included within this SoW.

### 4.4. Client Responsibilities

The following items are listed as responsibilities of North Boone CUSD for this engagement. North Boone CUSD is responsible for performing the items and activities listed in this section or arranging for them to be performed by a 3<sup>rd</sup> party if appropriate.

- Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW
- Participate in System Engineering and Planning sessions and workshops
- Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SoW
- Supply current equipment configuration for review if applicable

- Schedule appropriate maintenance windows for system upgrades or installs and notify user community
- Uninstall and dispose of all equipment retired as part of this project
- Provide all required physical access to the Client's facility (identification badge, escort, parking decal, and so forth), as required by the Client's policies; and will provide all required functional access (passwords, IP address information, and so forth), as required for Presidio to complete the tasks
- Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted
- Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required Antivirus software
- Provide high-speed access to the Internet for verification of device support requirements and for software downloads
- Verify operation of the installed/upgraded equipment per the pre-defined Verification Plan
- North Boone CUSD will meet Milestones as defined for the project, and if delayed, will notify the Presidio team immediately. Delays or milestones not completed can cause delays in project timeline or additional deployment costs.

#### **4.5. Project Change Request Process**

There may be instances when the scope or requirements of a project will need to be modified or the client will request a change to the project scope during a project. If this happens:

- A Project Change Request (PCR) will be created by the project presales and service delivery teams and presented to the client by the project manager for client approval.
- The PCR will indicate any changes in services or deliverables, both added and removed from the scope, along with any associated charges or credits if applicable.
- The Project Change Order/Request will be considered an addendum to the proposal and will be performed accordingly.

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## 5. PRICING

### 5.1. Project Pricing

Presidio is providing a Fixed Fee Price (FFP) as part of this Proposal.

Presidio will invoice North Boone CUSD based on the project milestone(s) listed below:

Billing Milestone	Percentage	Amount
Project Start	15.00%	\$ 2,284.52
Design Complete	30.00%	\$ 4,569.04
Execution Complete	30.00%	\$ 4,569.04
Project Closure	25.00%	\$ 3,807.53
Total:		\$ 15,230.13

### 5.2. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing above.

### 5.3. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this agreement is included in the pricing above.



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## 6. TERMS AND CONDITIONS

The following terms and conditions shall govern this agreement unless a valid Master Services & Product Agreement or other similar agreement ("Master Agreement") between the parties has been executed and is in force, in which case the terms of the Master Agreement shall prevail to the extent that they are inconsistent with the following terms and conditions.

1. **Purchase Orders, Invoicing, Payment and Acceptance.** Any purchase order submitted by CLIENT in connection with this agreement shall be deemed subject to these Additional Terms and this agreement. Unsigned, electronically submitted purchase orders shall be deemed to include CLIENT's electronic signature and shall be binding to the extent accepted by Presidio. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed. Further, CLIENT represents that Presidio can rely on such CLIENT signature for payment.

Presidio shall invoice CLIENT for the Products and/or Services in accordance with the terms stated in the agreement. The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.

CLIENT shall make payment to Presidio within thirty (30) days from the date of invoice. Except for taxes due on Presidio's net income, CLIENT shall pay all taxes. Presidio reserves the right to bill CLIENT for additional work requested by CLIENT and performed by Presidio, and for applicable expenses incurred by Presidio pursuant to providing such additional services, which are not described in this agreement.

Unless otherwise indicated in this agreement, CLIENT agrees that staff augmentation services and services performed on a time and materials basis shall be deemed accepted as performed. Unless otherwise indicated in this agreement, Projects shall be deemed accepted upon the earlier of Presidio's receipt a signed Project Completion and Acceptance document which has been signed and dated by an authorized representative of CLIENT, or thirty (30) calendar days from the date of the delivery of the final Project deliverable. If acceptance is refused, the Client shall provide, in writing to Presidio, its reasonable basis for refusal, prior to the expiration of the thirty (30) calendars day period. Presidio shall address the issue before subsequent work is undertaken.

2. **Shipment of Product.** All Products delivered to CLIENT hereunder shall be shipped FOB origin, freight collect. Title and risk of loss shall pass to CLIENT at point of origin. Products shall be deemed accepted upon delivery.
3. **Limitations of Warranties.** Presidio warrants that Services shall be provided by competent personnel in accordance with applicable professional standards. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. PRESIDIO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES, IF ANY, ARE PASSED THROUGH TO CLIENT.
4. **Intellectual Property.** CLIENT acknowledges that Presidio, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Presidio software provided to CLIENT as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Presidio, it is provided by nontransferable, nonexclusive license for CLIENT'S internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. CLIENT shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
5. **Confidential Information.** The parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation, or is the type of information which should reasonably be recognized as Confidential or Proprietary. The receiving party shall not use any Confidential Information of the disclosing party for any purpose except to evaluate and engage in discussions concerning this Proposal. Each party agrees to protect the other party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
6. **Limitation of Liability.** IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR SERVICES AND/OR PERFORMANCE HEREUNDER. Without limiting the foregoing, Presidio will have no

responsibility for the adequacy or performance of (in) any third-party software provided to Presidio under this agreement; (ii) any hardware, and (iii) any services provided by any third party.

7. **Non-Solicitation Provision.** During the term of this agreement and for twelve (12) months thereafter, CLIENT will not solicit for a permanent or other position any employee or subcontractor of the other party to whom that party was introduced as a result of this agreement. Should CLIENT solicit and/or hire an employee or contractor from PRESIDIO, CLIENT shall pay to PRESIDIO an administrative fee equal to 1 year's salary of the employee's new salary at CLIENT.
8. **Export Law Compliance.** CLIENT has been advised that all Products purchased hereunder and Presidio Confidential Information is subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
9. **Force Majeure.** Neither party shall be liable for any failure or delay in performance of its obligations hereunder where such performance is prevented or delayed by causes beyond its reasonable control, including without limitation, flood, war, embargo, strike or other labor dispute, riot, acts of God or the intervention of any government authority.
10. **Choice of Law and Venue.** The parties will attempt to settle any claim or controversy arising under this agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. This agreement and all matters relating thereto shall be governed exclusively by the substantive law of the State of Michigan. Any dispute relating directly or indirectly to this agreement or any other contract or agreement between the parties which cannot be resolved through the process of consultation and negotiation shall be brought in a court of competent jurisdiction in Kent County, Michigan, that being the exclusive venue for any dispute between or any claims held by any of the parties to this agreement.
11. **Miscellaneous.** This agreement constitutes the entire agreement of the parties and supersedes all prior written or oral agreements, representations and understandings relating to the subject matter hereof, with the exception of a valid Master Services and Product Agreement between the parties under the terms of which this agreement shall be incorporated. This agreement shall not be amended or modified except by written instrument signed by the parties. Should additional work beyond the scope of the Services detailed herein by Presidio be requested by CLIENT, fees for such additional Services will be negotiated with CLIENT prior to performing such work and will be memorialized in writing between the Parties by utilizing a Project Change Request form ("PCR") or an additional agreement as appropriate. Presidio will invoice CLIENT for any additional work performed and expenses incurred which are not described in this agreement. The Parties agree that neither may assign its rights or duties under this contract without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
12. **Severability.** The provisions of this Agreement are severable. If any provision of this Agreement or its application to any person or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected.

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## 7. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to North Boone CUSD unless otherwise agreed to by both parties.

### **North Boone CUSD Representative**

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Signature

Date

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Printed Name

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Invoice/Bill to Address

### **Presidio Representative:**

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Signature

Date

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Printed Name & Title

*Please sign and return the entire document to Presidio.*

*Thank you.*