

ATTACHMENT X-B

ATTACHMENT X-B: Phone System Upgrade

Suggested Motion: Approve 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.

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

**April 18, 2018**

**STATEMENT OF WORK**



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

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## PROPOSAL TEAM

Name	Company/Function	Phone	Email
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## 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	4/25/18	Dragi Radovanovic	Added Integration with Paging System
V1.2	5/7/18	Dragi Radovanovic	Added Language About Paging Testing

*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 implemented on the DuKane side for the proper integration.

#### **3.3.2. Testing**

Presidio 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 the paging integration to ensure that it's 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%	\$ 3,514.54
Design Complete	30.00%	\$ 7,029.08
Execution Complete	30.00%	\$ 7,029.08
Project Closure	25.00%	\$ 5,857.55
Total:		\$ 23,430.25

### 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.*