

This SERVICES AND PRODUCT SALES AGREEMENT (“**Agreement**”) is made effective as of the last date of signature (the “**Effective Date**”) by and between CDW Government LLC (“**Seller**”) and City of Garden Grove (“**Customer**”).

Section 1. DEFINITIONS.

1.1. “**Affiliates**” means, with respect to Seller, entities that control, are controlled by, or are under common control with Seller.

1.2. “**Confidential Information**” means any information or data of a confidential nature of a Party, its Affiliates or a third party in oral, electronic or written form that the receiving Party knows or has reason to know is proprietary or confidential and that is disclosed by a Party in connection with this Agreement or that the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement and each Statement of Work.

1.3. “**Party**” means individually, as applicable, Seller or Customer, and “**Parties**” means in each instance, Seller and Customer.

1.4. “**Personnel**” means agents, employees or subcontractors.

1.5. “**Purchase Order**” or “**PO**” means a document that is in electronic or written form and that contains an offer by Customer to purchase pursuant to this Agreement at a specified price.

1.6. “**Purchased Items**” means those certain Products and Services (as defined herein) that are purchased by Customer and provided by Seller hereunder.

1.7. “**Third Party Services**” means certain services other than services provided by Seller, including, but not limited to, extended warranty service by manufacturers, that are sold by Seller as a distributor or sales agent.

Section 2. AFFILIATES.

Subject to credit approval by Seller, any Customer Affiliate may enter into any transaction available to Customer hereunder, and each such Customer Affiliate will be deemed to be Customer under this Agreement with respect to any such transaction. Notwithstanding the foregoing, Customer, as set forth above, will be liable for the performance of the obligations of its Affiliates, including without limitation payment. Customer shall make the terms of this Agreement available to its Affiliates and notify such Affiliates that any purchases from Seller or any of Seller’s Affiliates shall be subject to the terms of this Agreement.

Section 3. SERVICES.

3.1. Subject to the terms and conditions of this Agreement, Seller may perform certain **Services** (meaning consulting and other services performed by Seller or its subcontractors, but not including Third Party Services) for Customer as described generally in this Agreement and as more particularly described in a **Statement of Work** or **SOW** (meaning a document in electronic or written form that is signed and delivered by each of the Parties for the performance of Services as the same may be amended or modified from time to time and that incorporates the terms and conditions of this Agreement), which is attached hereto

as **Exhibit C** and incorporated herein. The Services hereunder shall be performed in Garden Grove, California and shall be limited only to the SOW in **Exhibit C**. In the event of an addition to or a conflict between any term or condition of the SOW and the terms and conditions of this Agreement, the terms and conditions of this Agreement will control, except as expressly amended for an individual SOW by specific reference to the amended provision.

3.2. The SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller (“**Change Order**”). In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

3.3. In the event of any termination of a SOW, Customer will pay Seller for all Services performed and expenses incurred up to and including the date of such termination.

3.4. In the event of a payment default, Seller reserves the right to suspend the applicable Services.

3.5. Customer’s rights to **Work Product** (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Customer’s internal use. Customer obtains no ownership or other property rights thereto. Customer agrees that Seller may incorporate intellectual property created by third parties into the Work Product and that Customer’s right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties.

3.6. Seller warrants that the Services will be performed in a good and workmanlike manner. Customer’s sole and exclusive remedy with respect to this warranty will be, at the sole option of Seller, to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty, or (b) refund amounts paid by Customer related to the portion of the Services not in substantial compliance; provided, in each case, Customer notifies Seller in writing within five (5) business days after performance of the applicable Services.

3.7. Customer shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of Services and for any necessary reconstruction thereof.

Section 4. PRODUCTS.

4.1 The pricing structure for **Products** (meaning items such as, but not limited to, hardware and software that are commercially available through Seller's catalog) shall be as specified in **Exhibit A** and **Exhibit B**, which is incorporated herein. The Products purchased hereunder shall be limited to the one-time purchase of the products listed in **Exhibit B**, unless otherwise agreed to in writing by both parties.

4.2. Title to Products and risk of loss or damage during shipment pass from Seller to Customer upon delivery to the destination specified on the applicable PO (F.O.B. Destination, freight prepaid and added). Notwithstanding the foregoing, in the case where Customer provides its carrier account number to Seller or Customer selects a carrier that does not ship regularly for Seller, title and risk of loss pass from Seller to Customer upon delivery by Seller to the carrier (F.O.B. Origin, freight collect). Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Seller, will remain with the third party. Customer's rights in such software are specified in the license agreement between such third party and Customer.

4.3. All Product orders are subject to Product availability.

4.4. Customer's return of any Product will be governed by Seller's return policy, as it is specified on **Exhibit D**, which is incorporated herein.

4.5. If a transaction hereunder involves an export from the United States of any commodities, software and/or technology such export shall be in accordance with the Export Administration Regulations. Customer agrees that it will not divert, use, export or re-export any such commodities, software and/or technology contrary to U.S. law. In addition, manufacturers' warranties may vary or be null and void for Products exported from the United States.

4.6. Customer acknowledges that Seller is not the manufacturer of the Products and that the only warranties offered are those of the manufacturer, not Seller or its Affiliates. In purchasing the Products, Customer relies on the manufacturer's specifications only and not on any statements or images that may be provided by Seller or its Affiliates.

Section 5. IMAGE INSTALLATION.

Customer may from time to time request that Seller perform an installation of Customer's software or images ("Customer Images"). Prior to any such installation, Customer shall secure valid licenses for all Customer Images. If at any time, Seller determines that Customer does not have a valid license, Seller may immediately terminate the installation of the Customer Images or request further assurances that Customer has valid licenses. In connection with the installation of Customer Images, Customer shall indemnify and hold Seller, its Affiliates, and its and their directors, officers, employees and agents harmless from any loss, cost damage or expense (including attorney's fees) brought by a third party alleging that any such installation violates any license, copyright, confidential information or other proprietary right.

Section 6. PAYMENT.

6.1. Invoices are due and payable within the time period specified on the invoice, measured from the date of invoice, subject to continuing credit approval by Seller. Seller, or any of its Affiliates on behalf of Seller, may issue

an invoice to Customer. Seller may invoice Customer separately for partial shipments of Purchased Items. Customer agrees to pay interest on all past-due sums at the lower of one and one-half percent (1.5%) per month or the highest rate allowed by law. Customer hereby grants to Seller a security interest in the Products to secure payment in full. Customer authorizes Seller to file a financing statement reflecting such security interest.

6.2. Customer will pay any applicable sales, use, transaction, excise or similar or other taxes and any federal, state or local fees or charges (including, but not limited to, environmental or similar fees) imposed on, in respect of or otherwise associated with any transaction hereunder, or the Purchased Items (except taxes on or measured by the net income of Seller). Customer must claim any exemption from such taxes, fees or charges at the time of purchase and provide Seller with any necessary supporting documentation.

6.3. In the event of a default in the payment of an invoice, Customer will be responsible for all of Seller's costs of collection, including, but not limited to, court costs, filing fees and attorneys' fees.

6.4. In addition to any other means available to place orders, Customer may issue a PO to Seller. POs are not binding on Seller until accepted by Seller, and all Product orders are subject to Product availability. Any issuance of a PO is for administrative purposes only. Any additional or different terms and conditions contained in any PO will be null and void.

6.5. Any credit issued by Seller to Customer for any reason must be used within two (2) years from the date that the credit was issued and may only be used for future purchases of Products and/or Services. Any credit or portion thereof not used within the two (2) year period will automatically expire.

Section 7. DISCLAIMED WARRANTIES.

7.1. In the case of Third Party Services, the third party will be responsible for providing the Third Party Services to Customer, and Customer will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. With respect to Third Party Services, Seller acts solely as an independent sales agent when collecting any due amounts, including, but not limited to, taxes.

7.2. EXCEPT AS SET FORTH HEREIN, AND SUBJECT TO APPLICABLE LAW, SELLER MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE PURCHASED ITEMS OR THEIR PERFORMANCE OR NON-PERFORMANCE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY RELATING TO THIRD PARTY SERVICES.

7.3. Customer further acknowledges and agrees that Seller makes no representations, warranties or assurances that the Products are designed for or suitable for use in any high

risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and Customer agrees to indemnify Seller in connection with any such use of the Products. Customer further agrees to review and comply with the manufacture's disclaimers and restrictions regarding the use of the Products in high risk environments.

7.4. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIVE OF SELLER OR OF ITS AFFILIATES IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THIS AGREEMENT.

Section 8. LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SELLER, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES OR SAVINGS, AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. IN THE EVENT OF ANY LIABILITY INCURRED BY SELLER OR ANY OF ITS AFFILIATES HEREUNDER, THE ENTIRE LIABILITY OF SELLER AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE SPECIFIC PURCHASED ITEM(S) GIVING RISE TO THE CLAIM; OR (B) \$50,000.00.

Section 9. CONFIDENTIAL INFORMATION.

9.1. Each Party anticipates that it may be necessary to provide access to Confidential Information to the other Party in the performance of this Agreement.

9.2. Confidential Information does not include information that: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party prior to disclosure; (c) is made known to the receiving Party by a third party having the right to disclose it; or (d) is independently developed by Personnel of the receiving Party who have not had access to such information.

9.3. Each Party agrees that it will maintain the confidentiality of the other Party's Confidential Information for a period of three (3) years following the date of disclosure and will do so in a manner at least as protective as it maintains its own Confidential Information of like kind but in no event with less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals with a need to know such Confidential Information in connection with this Agreement, and (ii) to a Party's business, legal and financial advisors bound by a confidentiality obligation. Each Party agrees not to use any

Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return, or certify the destruction of, such Party's Confidential Information.

9.4. If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

Section 10. TERM AND TERMINATION.

10.1. This Agreement is effective beginning on the Effective Date and will continue in full force and effect for two (2) years, unless earlier terminated as provided for herein. The Parties may renew this Agreement for additional one (1) year terms on the same terms and conditions contained herein upon written agreement prior to the expiration of the then-current term.

10.2. Either Party may terminate this Agreement without cause upon thirty (30) days' prior written notice. Either Party may terminate this Agreement for cause if the other Party fails to cure a material default in the time period specified herein. Any material default must be specifically identified in a written notice of termination. After written notice, the notified Party will have thirty (30) days to remedy its performance, except that it will have only ten (10) days to remedy any monetary default. Failure to remedy any material default within the applicable time period provided for herein will give cause for immediate termination, unless such default is incapable of being cured within such time period, in which case the defaulting Party will not be in breach (except for Customer's payment obligations) if it used its reasonable efforts to cure the default. Notwithstanding anything specified herein to the contrary, Seller shall have the right to terminate this Agreement immediately upon notice to Customer upon the occurrence of: (a) the appointment of a receiver or trustee of Customer or of any Customer property or any similar statutory or non-statutory insolvency proceeding; or (b) Customer's insolvency or inability to pay its debts as they come due.

10.3. This Agreement will continue to remain in effect with respect to orders and Purchased Items submitted by Customer prior to the termination of this Agreement.

Section 11. ESCALATION PROCEDURE.

Any claim or controversy related to or arising out of this Agreement, whether in contract or in tort, other than matters pertaining to proprietary information, proprietary rights, or payment disputes ("Dispute"), will be resolved according to the following process, which either Party may start by delivering a written notice to the other Party describing the Dispute and the amount involved ("Demand"). Within three (3) business days after receipt of a Demand, each Party shall identify a designated representative and a senior manager in writing to the other Party, and the designated representatives from each Party will meet at a mutually agreed upon time and place to try to resolve the Dispute. The Parties shall conduct

such negotiation on a confidential basis. If the Dispute remains unresolved for three (3) business days after such meeting, either Party may escalate the Dispute by sending notice to the other Party's senior manager. If the senior managers from both Parties cannot resolve the Dispute within three (3) business days after receipt of such written notice, either Party may pursue any other available remedies.

Section 12. NOTICES.

Notices provided under this Agreement will be given in writing and deemed received upon the earlier of actual receipt, the third (3rd) day after postage prepaid mailing by regular mail or airmail to the address stated below, or the first (1st) day after such notice is sent by courier or facsimile transmission. Electronic signatures (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

Seller Notice Address:
CDW Government LLC
Attn: General Counsel
230 N. Milwaukee Avenue
Vernon Hills, IL 60061

With a courtesy copy to:
CDW Government LLC
Attn: Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If Electronically:
CDWG-PremiumPages@cdw.com

Customer Notice Address:
City of Garden Grove
Attn: City Attorney
11222 Acacia Parkway
Garden Grove, CA 92840

Section 13. INSURANCE REQUIREMENTS

13.1 COMMENCEMENT OF WORK. SELLER shall not commence work until all certificates and endorsements have been received and approved by the CUSTOMER. All liability insurance required by this Agreement shall not be cancelled until 30 days advance notice has been provided to the CUSTOMER, 10 day notice shall be provided for cancellation due to non-payment of premium.

13.2 WORKERS COMPENSATION INSURANCE. During the duration of this Agreement, SELLER and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable.

13.3 INSURANCE AMOUNTS. SELLER shall maintain the following insurance for the duration of this Agreement:

(a) Commercial general liability in an amount of

\$1,000,000.00 per occurrence (claims made and modified occurrence policies are not acceptable); Insurance companies must be acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(b) Automobile liability in an amount of \$1,000,000.00 combined single limit. (claims made and modified occurrence policies are not acceptable); Insurance companies must be

acceptable to CUSTOMER and have a Best's Guide Rating of A-, Class VII or better, as approved by the CUSTOMER.

(c) Professional liability in an amount not less than

13.4 \$1,000,000. Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the Customer. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced either by a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

13.5 An On-Going and Completed Operations Additional Insured Endorsement for the policy under section 4.3 (a) and 4.3 (c) shall designate CUSTOMER, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the SELLER. SELLER shall provide to CUSTOMER proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

13.6 An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CUSTOMER, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles, owned, leased, hired, or borrowed by the SELLER. SELLER shall provide to CUSTOMER proof of insurance and endorsement forms that conform to CUSTOMER's requirements, as approved by the CUSTOMER.

13.7 For any claims related to this Agreement, SELLER's insurance coverage shall be primary insurance as respects CUSTOMER, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CUSTOMER, its officers, officials, employees, agents, and volunteers shall be excess of the SELLER's insurance and shall not contribute with it.

13.8 If SELLER maintains higher insurance limits than the minimums shown above, SELLER shall provide coverage for the higher insurance limits otherwise maintained by the SELLER.

Section 14. MISCELLANEOUS.

14.1. This Agreement contains the entire understanding of the Parties with respect to the subject matters herein and supersedes and replaces in their entirety any and all other prior and contemporaneous agreements and understandings, whether oral, written, electronic or implied, if any, between the Parties hereto with respect to the subject matter hereof.

14.2. No course of prior dealings between the Parties

and no usage of trade will be relevant to determine the meaning of this Agreement or invoice related thereto.

14.3. No provision of this Agreement will be deemed waived, amended or modified by either Party unless such waiver, amendment or modification is in writing and signed by both Parties. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce such rights thereafter.

14.4. Seller may assign or subcontract all or any portion of its rights or obligations under this Agreement or assign the right to receive payments, without Customer's consent. Customer may not assign this Agreement or any of its rights or obligations herein without the prior written consent of Seller. Subject to the restrictions in assignment contained herein, this Agreement will be binding on and inure to the benefit of the Parties hereto and their successors and assigns.

14.5. Neither Party, at any time during or after the term of this Agreement, without the prior written consent of the other Party in each instance shall issue, publish, or arrange for any press release of any kind or nature whatsoever, or shall use the trademark, service mark, trade or service name, or logo of the other Party.

14.6. If any term or condition of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or conditions hereof.

14.7. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. ANY LITIGATION WILL BE BROUGHT EXCLUSIVELY IN ORANGE COUNTY, CALIFORNIA, AND THE

PARTIES CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED THEREIN, SUBMIT TO THE JURISDICTION THEREOF AND WAIVE THE RIGHT TO CHANGE VENUE. THE PARTIES FURTHER CONSENT TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY SUCH COURT WITH RESPECT TO ANY SUCH PROCEEDING. Except in the case of nonpayment, neither Party may institute any action in any form arising out of this Agreement more than one (1) year after the cause of action has arisen. The rights and remedies provided under this Agreement are cumulative, are in addition to, and do not limit or prejudice any other right or remedy available at law or in equity.

14.8. The rights and obligations provided by Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13 and those terms and conditions which would, by their meaning or intent, survive the termination of this Agreement shall so survive.

14.9. This Agreement may be signed in separate counterparts, each of which shall be deemed an original, and all of which together will be deemed to be one original.

14.10. The relationship between Seller and Customer is that of independent contractors and not that of employer/employee, partnership or joint venture.

14.11. Seller will not be liable for any delays that are applicable to the delivery or performance of the Purchased Items and that result from any circumstances beyond its reasonable control including, but not limited to, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency.

[Signatures follow.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be signed and delivered by its respective authorized representative.

SELLER: CDW GOVERNMENT LLC

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

230 N. Milwaukee Avenue
Vernon Hills, IL 60061

CUSTOMER: CITY OF GARDEN GROVE

By: _____

Name: _____

Title: _____

Date: _____

Address of Principal Place of Business:

11222 Acacia Parkway
Garden Grove, CA 92840


Phone Number: _____

Email: sandras@garden-grove.org

FEIN Number: N/A

D&B D-U-N-S Number: N/A

Customer Account Number: 6753829


APPROVED AS TO FORM

OMAR SANDOVAL
City Attorney
City of Garden Grove
DATED: 12-6-17

**PROPOSAL PRICING
RFP NO. S-216
VOIP PHONE SOLUTION
"ATTACHMENT B" (PAGE 1)**

THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF GARDEN GROVE
11222 ACACIA PARKWAY
GARDEN GROVE, CALIFORNIA 92840

To: THE HONORABLE MAYOR AND CITY COUNCIL: The undersigned having carefully examined the Plans and Specifications to Provide all Labor, Materials, Equipment, Support, Training and Installation for the Implementation of a Voice over IP (VoIP) Phone Solution for the City of Garden Grove. HEREBY PROPOSE to furnish all labor, materials and transportation, and do all the work required to complete work in accordance with the Scope of Work.

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 *** Informational Purposes Only
Hardware	\$153,670.08	\$0	\$0	\$0	\$0	\$0
Software	\$0	\$0	\$0	\$0	\$0	\$0
Licensing*	\$80,877.95	\$0	\$0	\$0	\$0	\$0
Fax Server	N/A	N/A	N/A	N/A	N/A	N/A
Services	\$94,769.20	\$0	\$0	\$0	\$0	\$0
Annual Maintenance**	\$75,281.41	\$0	\$0	\$0	\$0	\$0
Any SIP/PRI trunking costs (annual figure)	N/A	N/A	N/A	N/A	N/A	N/A
Analog lines (for backups/remote sites)	N/A	N/A	N/A	N/A	N/A	N/A
Additional Costs not included above: please explain below						
Prepaid Discount, if any	N/A	N/A	N/A	N/A	N/A	N/A
SUB-TOTALS	\$404,617.44	N/A	N/A	N/A	N/A	N/A
TOTAL: FOR YEARS 1-5 ONLY	\$418,164.60	N/A	N/A	N/A	N/A	N/A

* This shall include ALL licensing fees (i.e. Vmware, server software, voicemail, users, etc.)

** If offering multiple maintenance options, please price out the highest level being offered

*** All leasing options are over a 5-year period, the City is requesting an estimate of on-going costs that remain starting in Year 6 once the lease is paid and the buyout occurs. **Year 6 is for informational purposes only and will not be included in the rating process.**

NOTE: The City WILL NOT accept FMV lease options, please price out only \$1/buyout.

**PROPOSAL PRICING
RFP NO. S-1216
"ATTACHMENT B" PAGE 2**

All lines of the proposal pricing form above must be complete if you wish to continue in the evaluation process. If any costs are zero, please indicate that by putting a zero in the box.

TOTAL PROPOSAL AMOUNT in Written Words: Four-hundred and eighteen thousand, and one-hundred and sixty-four dollars and sixty cents. _____

PLEASE PROVIDE ANY ADDITIONAL COSTS ASSOCIATED WITH PROVIDING SERVICES

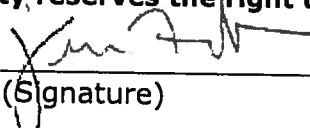
Please note: The proposed pricing for hardware and services in an upfront, one-time only cost. The licensing for the on-premise solution is a perpetual license with an upfront, one-time cost and includes all required software. The annual maintenance pricing is an upfront cost which includes 5 years of Cisco SMARTnet. Per Cisco, pricing for SMARTnet is only available for an upfront cost and cannot be guaranteed for individual annual payments. There will be an additional cost for annual maintenance in year 6.

Please provide a cost break down of how these additional costs are calculated.

The undersigned hereby certifies that this Proposal is genuine and is not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought, by collusion, to secure for himself an advantage over any other bidder.

Please check your calculations before submitting your Proposal; the City of Garden Grove will not be responsible for Proposer miscalculations.

The City reserves the right to add and delete services related to this RFP at its discretion.

BY:  866.461.9703 (David Salkover, Account Representative)
(Signature) (Phone Number)

Jennifer Fabianski
(Type or Print Name)

Manager, Proposal Teams
(Title)

davisal@cdwg.com
(Email Address)

Exhibit B

QUOTE CONFIRMATION



DEAR ANAND RAO,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here to convert your quote to an order.](#)

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JKMB595	11/17/2017	GARDEN GROVE VOIP REFRESH	6753829	\$323,395.40

IMPORTANT - PLEASE READ
 Special Instructions: TAX: MULTIPLE TAX JURISDICTIONS APPLY
 TAX: CONTACT CDW FOR TAX DETAILS

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Cisco IP Conference Phone 7832 - conference VoIP phone</u> Mfg. Part#: CP-7832-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$241.17 Contract: MARKET	9	4468211	\$345.76	\$3,111.84
<u>Cisco IP Phone 8841 - VoIP phone</u> Mfg. Part#: CP-8841-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$6,685.05 Contract: MARKET	482	3384165	\$178.96	\$86,258.72
<u>Cisco IP Phone 8851 - VoIP phone</u> Mfg. Part#: CP-8851-K9= UNSPSC: 43191511 TAX: GARDEN GROVE, CA TAX: 7.7500% \$2,534.07 Contract: MARKET	153	3388146	\$213.71	\$32,697.63
<u>Cisco - key expansion module</u> Mfg. Part#: CP-BEKEM= UNSPSC: 43202205 \$52.79 \$52.79 \$52.79 \$52.79 \$52.79 \$52.79 TAX: GARDEN GROVE, CA 7.7500% \$52.79 Contract: MARKET	4	3428012	\$170.28	\$681.12
<u>Cisco Business Edition 6000 Starter Bundle - license - 35 users</u> Mfg. Part#: BE6K-START-UWL35 UNSPSC: 43232805 \$41.85 \$41.85 \$41.85 \$41.85 \$41.85	1	3874884	\$437.50	\$437.50

QUOTE DETAILS (CONT.)

\$41.85

TAX: GARDEN GROVE, CA 7.7500% \$33.91

Contract: MARKET

<u>Cisco Unified Communications Manager Business Edition 6000 Enhanced User Co</u>	455	2870053	\$91.88	\$41,805.40
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Mfg. Part#: BE6K-UCL-ENH

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco Unified Communications Manager Business Edition 6000 Voicemail User C</u>	369	2907245	\$32.81	\$12,106.89
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Mfg. Part#: BE6K-UCL-VM

UNSPSC: 43232805

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$938.28

Contract: MARKET

<u>Cisco Business Edition 6000 - license</u>	85	3262301	\$142.19	\$12,086.15
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Mfg. Part#: BE6K-UWL-STD

UNSPSC: 43232805

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for BE-11X-UW</u>	1	4402546	\$1,493.75	\$1,493.75
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Mfg. Part#: CON-ECMU-BE11WXUR

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for UCM-11X-U</u>	85	4146455	\$116.51	\$9,903.35
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Mfg. Part#: CON-ECMU-UCM11STD

UNSPSC: 81112201

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for UCM-10X-E</u>	455	3540160	\$71.70	\$32,623.50
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Mfg. Part#: CON-ECMU-UCMENHUC

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for Cisco Uni</u>	369	3577248	\$26.89	\$9,922.41
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Mfg. Part#: CON-ECMU-UCN10XVM

UNSPSC: 86101601

Electronic distribution - NO MEDIA

TAX: GARDEN GROVE, CA .0000% \$.00

Contract: MARKET

<u>Cisco Business Edition 6000 restricted - rack mountable - Xeon E5 2630V3 2</u>	2	3676940	\$7,904.00	\$15,808.00
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Mfg. Part#: BE6H-M4-K9=

UNSPSC: 43211501

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$1,225.12

Contract: MARKET

<u>Cisco SMARTnet extended service agreement</u>	2	3731939	\$1,638.00	\$3,276.00
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Mfg. Part#: CON-SNTP-BE6HM4K9

QUOTE DETAILS (CONT.)

UNSPSC: 81111812

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco ONE ISR 4321 - router - rack-mountable 1 3731943 \$693.26 \$693.26

Mfg. Part#: C1-CISCO4321/K9

UNSPSC: 43222609

\$53.73
 \$53.73
 \$53.73
 \$53.73
 \$53.73
 \$53.73

TAX: GARDEN GROVE, CA 7.7500% \$53.73
 Contract: MARKET

Cisco Unified Communications Manager Express or Survivable Remote Site Tele 1 1933887 \$225.88 \$225.88

Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

\$17.51
 \$17.51
 \$17.51
 \$17.51
 \$17.51
 \$17.51

TAX: GARDEN GROVE, CA 7.7500% \$17.51
 Contract: MARKET

Cisco Fourth-Generation Multi-flex Trunk Voice/Clear-channel Data T1/E1 Mod 1 3194132 \$496.93 \$496.93

Mfg. Part#: NIM-1MFT-T1/E1

UNSPSC: 43201404

\$38.51
 \$38.51
 \$38.51
 \$38.51
 \$38.51
 \$38.51

TAX: GARDEN GROVE, CA 7.7500% \$38.51
 Contract: MARKET

Cisco Fourth-Generation 32-Channel High-Density Packet Voice Digital Signal 1 3296255 \$590.75 \$590.75

Mfg. Part#: PVD4-32

UNSPSC: 43211605

\$45.78
 \$45.78
 \$45.78
 \$45.78
 \$45.78
 \$45.78

TAX: GARDEN GROVE, CA 7.7500% \$45.78
 Contract: MARKET

Cisco ONE for CUBE Standard Single Session - license - 1 license 90 4316375 \$27.80 \$2,502.00

Mfg. Part#: C1-CUBEE-STD

UNSPSC: 43232805

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1 router 1 3770014 \$382.25 \$382.25

Mfg. Part#: C1AUIISR4320SK9

UNSPSC: 43232804

\$29.62
 \$29.62
 \$29.62
 \$29.62
 \$29.62
 \$29.62

TAX: GARDEN GROVE, CA 7.7500% \$29.62

QUOTE DETAILS (CONT.)

Contract: MARKET

Cisco SMARTnet Software Support Service - technical support - for C1AUPISR4 1 3965346 \$525.80 \$525.80

Mfg. Part#: CON-ECMU-C1A4320S
 UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco SMARTnet Software Support Service - technical support - for C1-CUBEE- 90 4435713 \$38.84 \$3,495.60

Mfg. Part#: CON-ECMU-C1CUBEES
 UNSPSC: 81112201
 Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco SMARTnet Onsite - extended service agreement - on-site 1 4880318 \$956.00 \$956.00

Mfg. Part#: CON-OSP-C14321K9
 UNSPSC: 81111812
 Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco ONE ISR 4321 - router - rack-mountable 1 3731943 \$693.26 \$693.26

Mfg. Part#: C1-CISCO4321/K9
 UNSPSC: 43222609
 \$53.73
 \$53.73
 \$53.73
 \$53.73
 \$53.73
 \$53.73
 TAX: GARDEN GROVE, CA 7.7500% \$53.73
 Contract: MARKET

Cisco Unified Communications Manager Express or Survivable Remote Site Tele 1 1933887 \$225.88 \$225.88

Mfg. Part#: FL-CME-SRST-25
 UNSPSC: 43232805
 \$17.51
 \$17.51
 \$17.51
 \$17.51
 \$17.51
 \$17.51
 TAX: GARDEN GROVE, CA 7.7500% \$17.51
 Contract: MARKET

Cisco ONE for CUBE Redundant - upgrade license - 1 license 10 4493086 \$13.90 \$139.00

Mfg. Part#: C1-CUBE-STD-RED-UP
 UNSPSC: 43232805
 Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco ONE for CUBE Redundant Single Session - license - 1 license 90 4342470 \$33.01 \$2,970.90

Mfg. Part#: C1-CUBEE-RED
 UNSPSC: 43232805
 Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

Cisco ONE Advanced Unified Communication - license - 1 router 1 3770014 \$382.25 \$382.25

Mfg. Part#: C1AUPISR4320SK9
 UNSPSC: 43232804
 \$29.62
 \$29.62

QUOTE DETAILS (CONT.)

\$29.62
 \$29.62
 \$29.62
 \$29.62

TAX: GARDEN GROVE, CA 7.7500% \$29.62
 Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for C1AUPISR4</u>	1	3965346	\$525.80	\$525.80
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Mfg. Part#: CON-ECMU-C1A4320S

UNSPSC: 81112201

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for C1-CUBEE-</u>	100	4530083	\$44.81	\$4,481.00
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Mfg. Part#: CON-ECMU-C1CUBEER

UNSPSC: 81112201

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

<u>Cisco SMARTnet Onsite - extended service agreement - on-site</u>	1	4880318	\$956.00	\$956.00
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Mfg. Part#: CON-OSP-C14321K9

UNSPSC: 81111812

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

<u>Cisco ONE ISR 4321 - router - rack-mountable</u>	9	3731943	\$693.26	\$6,239.34
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Mfg. Part#: C1-CISCO4321/K9

UNSPSC: 43222609

TAX: GARDEN GROVE, CA
 TAX: 7.7500% \$483.55
 Contract: MARKET

<u>Cisco Unified Communications Manager Express on Survivable Remote Site Tele</u>	9	1933887	\$225.88	\$2,032.92
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Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

TAX: GARDEN GROVE, CA
 TAX: 7.7500% \$157.55
 Contract: MARKET

<u>Cisco Fourth-Generation Network Interface Module - voice / fax module</u>	9	3546365	\$173.75	\$1,563.75
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Mfg. Part#: NIM-2FXO

TAX: GARDEN GROVE, CA
 TAX: 7.7500% \$121.19
 Contract: MARKET

<u>Cisco ONE Advanced Unified Communication - license - 1 router</u>	9	3770014	\$382.25	\$3,440.25
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Mfg. Part#: C1AUPISR4320SK9

UNSPSC: 43232804

TAX: GARDEN GROVE, CA
 TAX: 7.7500% \$266.62
 Contract: MARKET

<u>Cisco SMARTnet Software Support Service - technical support - for C1AUPISR4</u>	9	3965346	\$525.80	\$4,732.20
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Mfg. Part#: CON-ECMU-C1A4320S

UNSPSC: 81112201

Electronic distribution - NO MEDIA
 TAX: GARDEN GROVE, CA .0000% \$.00
 Contract: MARKET

<u>Cisco 881V - router - desktop</u>	7	2760813	\$502.14	\$3,514.98
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Mfg. Part#: C881-V-K9

QUOTE DETAILS (CONT.)

UNSPSC: 43222609

TAX: GARDEN GROVE, CA

TAX: 7.7500% \$272.41

Contract: MARKET

<u>Cisco Unified Communications Manager Express or Survivable Remote Site Tele</u>	7	1960060	\$59.08	\$413.56
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Mfg. Part#: FL-CME-SRST-5

UNSPSC: 43232805

\$27.47

\$27.47

\$27.47

\$27.47

\$27.47

\$32.05

TAX: GARDEN GROVE, CA 7.7500% \$32.05

Contract: MARKET

<u>Cisco IOS Unified Communications - license</u>	7	2760840	\$121.63	\$851.41
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Mfg. Part#: SL-8XX-UC-K9

UNSPSC: 43233002

\$56.56

\$56.56

\$56.56

\$56.56

\$56.56

\$65.98

TAX: GARDEN GROVE, CA 7.7500% \$65.98

Contract: MARKET

<u>Cisco ONE ISR 4331 - router - rack-mountable</u>	1	3635276	\$1,146.75	\$1,146.75
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Mfg. Part#: C1-CISCO4331/K9

UNSPSC: 43222609

\$88.87

\$88.87

\$88.87

\$88.87

\$88.87

\$88.87

TAX: GARDEN GROVE, CA 7.7500% \$88.87

Contract: MARKET

<u>Cisco Unified Communications Manager Express or Survivable Remote Site Tele</u>	1	1933887	\$225.88	\$225.88
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Mfg. Part#: FL-CME-SRST-25

UNSPSC: 43232805

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

\$17.51

TAX: GARDEN GROVE, CA 7.7500% \$17.51

Contract: MARKET

<u>Cisco Fourth-Generation Network Interface Module - voice / fax module</u>	1	3546365	\$173.75	\$173.75
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Mfg. Part#: NIM-2FXO

\$13.47

\$13.47

\$13.47

\$13.47

\$13.47

\$13.47

TAX: GARDEN GROVE, CA 7.7500% \$13.47

Contract: MARKET

<u>Cisco ONE Advanced Unified Communication - license - 1 router</u>	1	3636854	\$590.75	\$590.75
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Mfg. Part#: C1AUPISR4330SK9

UNSPSC: 43232804

\$45.78

\$45.78

\$45.78

\$45.78

QUOTE DETAILS (CONT.)

\$45.78 \$45.78 TAX: GARDEN GROVE, CA 7.7500% \$45.78 Contract: MARKET				
Cisco Unified Communications Manager Express or Survivable Remote Site Tele	1	1960060	\$59.08	\$59.08
Mfg. Part#: FL-CME-SRST-5 UNSPSC: 43232805 TAX: GARDEN GROVE, CA 7.7500% \$4.58 Contract: MARKET				
Cisco SMARTnet Software Support Service - technical support - for C1AUPI\$R4	1	3783946	\$812.60	\$812.60
Mfg. Part#: CON-ECMU-C1A4330S UNSPSC: 86101601 Electronic distribution - NO MEDIA TAX: GARDEN GROVE, CA .0000% \$.00 Contract: MARKET				
Cisco SMARTnet Onsite - extended service agreement - on-site	1	4791045	\$1,577.40	\$1,577.40
Mfg. Part#: CON-OSP-C14331K9 UNSPSC: 81111812 Electronic distribution - NO MEDIA TAX: GARDEN GROVE, CA .0000% \$.00 Contract: MARKET				

PURCHASER BILLING INFO

Billing Address:
 CITY OF GARDEN GROVE
 ACCTS PAYABLE
 PO BOX 3070
 GARDEN GROVE, CA 92842-3070
 Phone: (714) 741-5225
 Payment Terms: Net 30 Days-Govt State/Local

SUBTOTAL	\$309,829.44
SHIPPING	\$0.00
SALES TAX	\$13,565.96
GRAND TOTAL	\$323,395.40

DELIVER TO

Shipping Address:
 CITY OF GARDEN GROVE
 VERNA ESPINOZA
 11222 ACACIA PKWY
 GARDEN GROVE, CA 92840-5208
 Shipping Method: DROP SHIP-GROUND

Please remit payments to:

 CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

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David Salkover

(866) 461-9703

davisal@cdwg.com

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Exhibit C
Dated the ___ day of _____, 2017, to the
Services and Product Sales Agreement
Between CDW Government LLC,
and City of Garden Grove



STATEMENT OF WORK

Project Name:	Cisco UC Implementation	Seller Representative: Rich Adams
Customer Name:	City of Garden Grove)	
CDW Affiliate:	CDW-G Direct	
Date Requested:	December 1, 2017	Solution Architect: Shawn Yamamoto
Seller Services Manager:	Steve Radogna	
Version:	2.4	

PROJECT DESCRIPTION

PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the Cisco Unified Communications solution.

The following are a part of this project:

1. Cisco Business Edition 6K Servers, which will provide the hardware (compute) resources for the Unified Communications applications.
2. Certificates for the Unified Communications application servers, which will provide secure authentication and encrypt sensitive information.
3. Cisco Unified Communications Manager (CUCM), which will provide the call processing for the endpoints.
4. Cisco Unity Connection (CUCxn), which will provide the voice messaging functionality.
5. Cisco Prime License Manager (PLM), which will provide the licensing management and enforcement for the Cisco Unified Communications applications.
6. Cisco voice gateways, which will provide the interfaces for PSTN and analog device connectivity as well as remote site survivability.
7. Public Switched Telephone Network (PSTN) trunking, which will provide the connectivity for inbound and outbound calls.
8. Cisco LAN QoS and VLAN review, which will include recommendations on any changes needed to ensure voice quality over the network.

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CISCO UNIFIED COMPUTING SYSTEM

The new Cisco Unified Communications environment will utilize two (2) new Cisco BE6KH Unified Computing System (UCS) rack-mount servers. With Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server will be configured as follows:

BE6000H (M4)				Virt. SW = HYPPLS 6.0			
CPU-1				CPU-2			
CUCM	PLM	CUC	ESXI				
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8
Resource Usage: 6 pCores, 18.0GB RAM , 320 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC							

BE6000H (M4)				Virt. SW = HYPPLS 6.0			
CPU-1				CPU-2			
CUCM		CUC	ESXI				
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8
Resource Usage: 5 pCores, 14.0GB RAM , 240 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 2 vNIC							

CERTIFICATES

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

1. Determine certificate needs based on the applications and features being deployed.
2. Generate certificate-signing requests from the Unified Communications servers.
3. Assist Customer with certificate creation.
4. Install issued certificates on the Unified Communications servers.

Customer Responsibilities

1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications servers.
2. Deploying root certificate chains to all Jabber desktop and mobile devices.

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3. Issuing certificates for the Unified Communications servers based on provided signing requests.
4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

Assumptions

1. An internal trusted certificate authority is available to issue certificates to Unified Communications servers.

CISCO UNIFIED COMMUNICATIONS MANAGER

As part of the Cisco Unified Communications Manager implementation, Seller will:

1. Determine Customer's call control requirements.
2. Deploy Cisco Unified Communications Manager server applications based on Seller best practices. The anticipated version to be implemented is 11.X.
3. Provision basic call functionality for up to (575) Cisco collaboration endpoints.
 - o Reference the associated Bill of Materials (BoM) for specific model and quantity information. (note: additional phones listed in BoM are for sparring)
 - o Basic call functionality includes dial tone, long-distance dialing, voicemail access, call transfer, call park, call hold, call forward no answer, speed dials, pickup groups, shared line appearances, call conferencing, and inter-location dialing.
4. Configure and implement the dial plan based on the information gathered during the design and planning phases.
5. Configure hardware and software conference bridges, Music on Hold (unless specified otherwise, default Communications Manager Music on Hold will be used), and transcoding resources (if needed).
6. Configure Mobility (Single Number Reach) for up to fifty (50) users with up to two (2) remote destinations each.
7. Configure fourteen (14) Cisco PSTN voice gateways.
8. Configure twelve (12) sites for Survivable Remote Site Telephony (SRST).
9. Configure LDAP integration and synchronization with Customer's Open LDAP
10. Upload Customer-provided CA Certificates to the CUCM server nodes.
11. Configure disaster recovery system to backup to a remote Customer-provided SFTP server.
12. Configure the Communications Manager to support a single paging group for the PD
13. Integrate the existing overhead paging (Bogen TPU100B) system at PD with the new Cisco phone system via FXO port

Customer Responsibilities

1. Providing user credentials required to integrate into existing Open LDAP environment.
2. If Customer Music On Hold is desired:
 - o Providing Music on Hold electronically in a .wav format.
 - o Assuming all responsibility for Music on Hold licensing or royalties required for Music on Hold files or feeds not provided for free with the Communications Manager software.
3. Ensuring Open LDAP is properly populated as determined during the design phase with telephone numbers to support the successful LDAP integration with the Cisco Unified Communications solution.
4. Ensuring all workstations, smartphones, and tablets on which UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.

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5. Providing network DNIS information as specified by carriers.
6. Coordinating with telecommunications provider to order and schedule appropriate telecommunications circuits per the design specifications and project plan.
7. Providing WAN circuits that will follow proper QoS and traffic shaping design concepts.

Assumptions

1. All naming conventions for Cisco Unified Communications Manager will be defined before implementation and configuration of the cluster.
2. All alarm system, elevator, commercial power/HVAC system monitoring, and other critical service phone lines connect directly to the Public Switched Telephone Network (PSTN) and are not connected to ports that are part of the solution.
3. There are no third-party devices or applications needed to meet the Americans with Disability Act, similar regulations in other countries, or deployed for any other reason to aid users with special needs.
4. Outbound call redundancy will be controlled via the Cisco Unified Communications Manager cluster.
5. Inbound call redundancy will be controlled via selected PSTN services provider.
6. Current PD paging system can interface new phone system via FXO/RJ11

Out of Scope

1. Management of Customer's circuit (PSTN; data) Service Providers.
2. Removal of existing phone system or network components.
3. Installation of phone wall mount kits or similar device mounting components.
4. Configuration and implementation of multicast within Customer's network.
5. Single Sign-On (SSO) for Cisco Unified Communications Manager Administration.
6. Call recording or monitoring.
7. Forced Authorization Codes and/or Client Matter Codes.
8. Extension Mobility Cross Cluster configuration.
9. Integration to an existing PBX, IVR, or voicemail system.

CISCO UNITY CONNECTION

As part of the Cisco Unity Connection implementation, Seller will:

1. Determine Customer's voice messaging requirements.
2. Deploy Cisco Unity Connection version 11.X as a dual-node active/active cluster and integrate with Cisco Unified Communications Manager.
3. Configure up to fourteen (14) call handlers/AutoAttendant applications.
4. Configure voicemail services for up to (489) users.
5. Configure LDAP integration.
6. Configure disaster recovery system to backup to a remote Customer-provided SFTP server.

Customer Responsibilities

1. Providing user credentials required to integrate into existing Open LDAP environment.

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Assumptions

1. All naming conventions for Unity Connection will be defined before configuration of the cluster.
2. All subscriber account e-mail addresses are populated as Unity Connection utilizes LDAP integration and requires population of all subscriber account e-mail addresses.

Out of Scope

1. Integration to an existing PBX or voicemail system.

CISCO PRIME LICENSE MANAGER

Cisco Prime License Manager (PLM) handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications applications.

As part of the Cisco Prime License Manager implementation, Seller will:

1. Implement VMware OVA template for PLM co-resident (on same VM) as Cisco Unity Connection.
2. Implement Cisco's voice operating system and the PLM application. Anticipated version to be 11.X.
3. Configure the following applications in PLM:
 - o Cisco Unified Communications Manager
 - o Cisco Unity Connection
4. Implement the 11.x licenses in PLM.

CISCO VOICE GATEWAYS

As part of the voice gateway implementation, Seller will:

1. Determine Customer's dial plan and gateway requirements.
2. Configure the (16) Cisco PLATFORM voice gateways with the following:
 - o QoS based upon the latest Seller best practices to set priority on all voice control and bearer traffic.
 - o Physical network interfaces based on the design phase of the project.
 - o SRST to support the endpoints at the remote locations.
 - o DSP resources for conferencing and transcoding.
 - o High availability based on the design phase of the project.
 - o Network addressing based on the design phase of the project.
 - o Secure access to the gateways based on the design phase of the project.
 - o Unicast and multicast routing based on the design phase of the project.
 - o Network management parameters based on the design phase of the project.
 - o Other configuration parameters, as necessitated by the environment and as dictated by Seller best practices.

Location	GW Model	Phone Count	PSTN Type
City Hall Secondary	4321	181	SIP
PD	4321	135	SIP Backup

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Housing	4321	24	POTS Backup
Special Services	4321	33	POTS Backup
CMC	4321	6	POTS Backup
Senior Center	4321	10	POTS Backup
Fire Department	4321	23	POTS Backup
Fire Station 2	881	2	POTS Backup
Fire Station 3	881	2	POTS Backup
Fire Station 4	881	2	POTS Backup
Fire Station 5	881	2	POTS Backup
Fire Station 6	881	2	POTS Backup
Fire Station 7	881	2	POTS Backup
Public Works	4331	52	POTS Backup
Magnolia Park	4321	10	POTS Backup
Buena Clinton	4321	11	POTS Backup

Customer Responsibilities

1. Providing all cabling, adapters, 66/110 blocks, patch panels, etc.
2. Terminating all analog connections to all 66/110 blocks and/or patch panels.

Assumptions

1. Survivable Remote Site Telephony (SRST) services will provide basic phone services for emergency service only. Voicemail and AutoAttendant services will not be preserved during SRST fallback operation.
2. All voice gateway connections terminate in the same closet that the voice gateway equipment will reside.

Out of Scope

1. Analog punch down.
2. Multicast work.

PUBLIC SWITCHED TELEPHONE NETWORK TRUNKING

As part of the PSTN implementation, Seller will:

1. Determine Customer's PSTN requirements.
2. Configure sixteen (16) Cisco PLATFORM voice gateways with the following PSTN Type:

Location	GW Model	Phone Count	PSTN Type
City Hall Secondary	4321	181	SIP
PD	4321	135	SIP Backup

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Housing	4321	24	POTS Backup
Special Services	4321	33	POTS Backup
CMC	4321	6	POTS Backup
Senior Center	4321	10	POTS Backup
Fire Department	4321	23	POTS Backup
Fire Station 2	881	2	POTS Backup
Fire Station 3	881	2	POTS Backup
Fire Station 4	881	2	POTS Backup
Fire Station 5	881	2	POTS Backup
Fire Station 6	881	2	POTS Backup
Fire Station 7	881	2	POTS Backup
Public Works	4331	52	POTS Backup
Magnolia Park	4321	10	POTS Backup
Buena Clinton	4321	11	POTS Backup

3. Configure Unified Communications Manager to support the PSTN configuration based on the design phase of the project.
4. Test the PSTN connectivity to ensure proper operation.
5. Support up to sixteen (16) cutovers for porting blocks of PSTN numbers from the traditional PRI to the new SIP trunking based on the design and planning phase of the project.
6. Assist with SIP turn up and provide required configurations for the SIP trunks

Customer Responsibilities

1. Ordering services from the selected service provider(s).
2. Racking and physically connect the Cisco voice gateways to the LAN.
3. Configuring, testing, and implementation of LAN /WAN in terms of routing and QoS configuration to support proposed PSTN connectivity.
4. Providing network DNIS.
5. Contact PSTN provider to schedule dates and time for DID porting
6. Ordering of required SIP trunks based on Seller's recommendation
7. Contact SIP provider to schedule turn up of SIP trunks

Assumptions

1. The hand off will be Ethernet from the SIP provider to the Cisco voice gateways.
2. Outbound call redundancy will be controlled by Unified Communications Manager.
3. Inbound call redundancy will be controlled via selected PSTN services provider.
4. Customer has provisioned enough bandwidth to support the proposed design.
5. Customer and Seller will work together to determine timeline and numbers to be ported per cutover
6. Customer and Seller will work together to determine timeline and locations for SIP turn-up

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7. During implementation and cutover, all communication to carrier(s) will be done by both Customer and Seller.

CISCO LAN NETWORK QoS/VLAN REVIEW

As part of the LAN network QoS and VLAN review, Seller will perform the following:

1. Review existing QoS and VLAN configurations.
2. Compare existing configurations to Seller and Cisco best practices.
3. Determine configuration remediation work that is needed.
4. Develop recommendations and new template(s) as needed.
5. Review findings and present recommendations to Customer.

Customer Responsibilities

1. Providing all network addressing information, passwords, current QoS and VLAN information, etc.
2. Providing WAN circuits that will follow proper QoS and traffic shaping design concepts.
3. Changes to existing network equipment that are not explicitly specified in this SoW as the responsibility of Seller. This includes changes recommended from the QoS and VLAN review. Seller can assist with these changes, if desired by the client, with a change request process outside of this statement of work.

Assumptions

1. Current network is stable and operational.

Out of Scope

1. QoS and/or VLAN configuration or re-configuration work.
2. Network capacity planning.
3. WAN router configuration.
4. Multicast review/design work.

PLANNING AND DISCOVERY

The Unified Communications project will begin with the planning and discovery phase. Key activities that will be completed in this phase include:

1. Project Kickoff – The project team will be chartered and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions, and finalize any logistical details such as security clearance and equipment access.
2. Discovery – The project team will evaluate and document existing data infrastructure, physical facilities, telecommunications infrastructure, and representative station reviews.
3. Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document telephony feature and function requirements.
4. Project Planning – The project team will develop project planning documents including a project plan which includes timelines, tasks, and resource assignments.

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The planning and discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

DESIGN

The design phase is a critical step in the project. During the design phase, Seller staff will determine, document, and review the system build and configuration. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

1. Analysis – The project team will review information gathered during discovery, review the new hardware configurations, and review Seller best practices in order to develop baseline design information.
2. Document Design – Seller staff will lead an effort to develop a final design custom to the Customer. This will be an interactive process between Seller engineers and Customer staff, as tradeoffs in design decisions, implementation impacts and issues, and the final selection of features for implementation are discussed. This will include Seller recommendations for changes to existing network infrastructure.
3. Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the infrastructure and reduce the chance of error caused by manual configuration.
4. Design Review – The design principles will be documented and a final design review will be conducted with all technical stakeholders. At the final design review, an overview of the design document will be presented for discussion, and a line-by-line walk through of the configuration templates will be used to map design criteria to configurations. The design review will be used as an educational tool as well as a forum for transferring knowledge to staff performing implementations.

IMPLEMENTATION AND TESTING

During the implementation and testing phase, Seller staff will stage, build, configure, and test equipment per the design and per the bill of materials for this project. The project team will execute a defined test plan to verify implementation and configuration of the hardware and software and to test specific functionality. Seller will also document the system configuration before turning the system over to Customer.

CUSTOMER RESPONSIBILITIES

- 1) Procuring and providing the Unified Communications equipment listed in the bill of materials.
- 2) Providing a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
- 3) Receiving the equipment, inventorying, and recording serial numbers and MAC addresses for non-phone devices at the staging location.
- 4) Unpacking, assembling, placing and cabling of Cisco IP Phones
- 5) Run ETAPS procedure below:
 - a) Go to settings on phone
 - b) Select ETAPS
 - c) Enter directory number for user
 - d) Hit submit
- 6) Participating in the test plan as per instructions provided by Seller.
- 7) Providing shipping addresses for each site along with contact names for shipment to Customer's specified locations if required.

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TRAINING

During the training phase, Seller will provide administrative training for key Customer technical staff as well as end-user training to ensure Customer end-users effectively utilize the new system.

KNOWLEDGE TRANSFER AND ADMINISTRATION TRAINING

Seller will provide up to eight (8) hours of knowledge transfer and basic Unified Communications administration training for up to four (4) Customer staff members in a classroom setting. This will include moves, adds, changes, and management where applicable, and will cover the following topics:

1. Cisco Unified Communications Manager
2. Cisco Unity Connection
3. System backups

Notes

1. The reading of debugs, SDL, SDI trace files, or similar logs, files, and reports for any of the UC applications and components is not included as part of the training.
2. The creation and modification of Unified Contact Center Express scripts is not included as part of the training.
3. In addition to the Seller-provided training, Seller strongly recommends that administrators attend Cisco-certified instructor-led training.

END-USER TRAINING

Seller will provide a train-the-trainer class to designated staff covering standard user features and functionality. Additional training classes covering specialized features and functionality will be conducted for the appropriate staff. Standard features and functionality are those that are configured for all or the majority of users related to calling, messaging, presence, and voicemail functionality.

As part of the End-User training, Seller will:

1. Provide one (1), 4-hour train-the-trainer class for up to four (4) Customer staff designated as trainers, covering:
 - o Cisco IP phones
 - o Cisco Unified Communications Self Care Portal for end-users
 - o Cisco Unity Connection voicemail

Customer Responsibilities

1. Notifying staff of training schedule and location(s), and ensure attendance of staff members to scheduled training sessions.
2. Providing room(s) for training classes.
3. Providing materials and equipment such as a PC, projector, and white board for use during training sessions.
4. Providing the IP telephones.

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5. Providing the proper switch ports or switch(es) to be temporarily deployed in classroom/training location(s).
6. Providing training sessions for the remainder of your employees as required.

CUTOVER AND FIRST DAY OF SERVICE

1. Once the activities as defined in the previous sections are complete, production cutover to the new system will take place. Seller will monitor the production system, and track and resolve incidents as follows:

Location	Hours
City Hall	8
PD	8
Senior Center and 3 Fire Stations	4
CMC and 3 Fire Stations	4
Special Services	4
Fire Department	4
Public Works	4
Magnolia Park and Buena Clinton	4
Housing	4

2. Once the new Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
5. Seller will assist with investigating and troubleshooting call quality issues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

APPROVAL CRITERIA

The following is a list of the approval criteria for this project:

1. Cisco Unified Communications Manager configured and implemented.
2. Cisco Unity Connection configured and implemented.
3. Cisco Prime License Manager configured and implemented.

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4. Cisco voice gateways configured and implemented.
5. Training provided to Administrators and End-Users.

PROJECT CLOSURE AND COMPLETION

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.
2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

GENERAL RESPONSIBILITIES, ASSUMPTIONS, AND OUT OF SCOPE

CUSTOMER RESPONSIBILITIES

1. Providing all hardware and cabling required for implementation.
2. Providing proper 19" racks and screws.
3. Mounting all servers, routers, and switches into 19" racks.
4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
5. Connecting all equipment to power sources.
6. Connecting all equipment to appropriate network switches.
7. Providing Seller access to all locations that require hardware to be implemented.
8. Providing keyboards, mice, and monitors for all servers.
9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
11. Implementing all required DNS records per the design prior to implementation.
12. Implementing all required DHCP scope configurations per the design prior to implementation.
13. Providing the station locations and the IP addressing and subnet mask plan for the proposed Unified Communications solution.
14. Providing information about Customer Provided Equipment (CPE), and the phone system model, features, software and hardware releases, available interfaces and specifications, dial plan, cable distances, and routes between the phone system and data equipment. This information should be provided for the existing and planned telephony requirements.
15. When requested by Seller, providing Customer's building layout, including the floor plans, cabling, and power locations for all applicable sites.
16. Providing all information regarding call flows within and outside of any contact centers.
17. Providing current network diagrams listing existing size, capacity, utilization, busy-hour voice, and data traffic requirements for all current network facilities to be utilized in the Unified Communications solution.
18. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
19. Providing a list of users, security levels, and access privileges, and define the Unified Communications system administration and securities policies, and any other special requirements to be configured in the equipment.
20. Confirming the completeness and accuracy of the information provided to Seller during the station review process. All design and station changes that need to be made as a result of incomplete or inaccurate station review or dial plan information may result in changes to the project fees.

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21. Providing sufficient network capacity based on performance objectives and traffic volumes.
22. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
23. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
24. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract are considered out of scope and will be billed separately at standard hourly rates.
25. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
26. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.
27. Completing any Seller-provided documents/spreadsheets with user and phone information in the manner requested by Seller's engineers for proper importation.
28. Providing required bandwidth and latency for clustering over the WAN for all applications involved.

ASSUMPTIONS

1. The current network is functioning properly (no adverse conditions).
2. The current Microsoft and Open LDAP environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
6. If any lift equipment is required to mount hardware, Customer will provide the proper equipment and personnel to operate and help mount the hardware in a safe manner.
7. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.
8. All faxes will not be part of the phone system and will be connected to PSTN via dedicated POTS lines.
9. Customer is responsible for all fax connectivity and test.

OUT OF SCOPE

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.

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Services not specified in this SoW are considered out of scope and will be addressed with a separate SoW or Change Order.

ITEMS TO BE PROVIDED:

Item	Description	Format
Project Plan	Documented Plan of the Project	PDF
Discovery Workbook	Documentation of Preliminary Implementation	PDF
Technical Design Document	Documentation of System Design	PDF, Word
Test Plan	Executed Test Plan of UC Components	PDF, Word
Training Materials	End-User and Administrative Training Materials	Various

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$94,769.20.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

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Table 2 – Services Fees

Project Milestones	Percentage	Fees
Project Kickoff	10%	\$9,476.92
Design Signoff	40%	\$37,907.68
Completion	50%	\$47,348.60
Totals	100%	<u>_\$94,769.20_</u>

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks' advance notice from Customer is required for any necessary travel by Seller personnel.

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Seller's Return Policy

To obtain Seller's current return policy, Customer should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. Customer must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.