

PHONE SYSTEM MIGRATION AGREEMENT
between
Laramie County and Capitol Communications, Inc.

THIS Agreement is made and entered into by and between Laramie County, Wyoming, 309 W. 20th St., Suite 1200, Cheyenne, Wyoming 82001, (COUNTY) and Capitol Communications, Inc., 1716 O'Neil Ave., Cheyenne, WY 82001 (CONTRACTOR). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to migrate the current Avaya CM Phone System to an Avaya IP Office System arrange for Definity to VoIP Migration and VoIP System Upgrade by the CONTRACTOR pursuant to the Proposals dated December 13, 2023, set out in Exhibit A (46 pages) which is attached and incorporated here by reference.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties hereto and shall remain in full force pursuant to the terms of this Agreement and all attachments.

III. PAYMENT

COUNTY shall pay CONTRACTOR upon receipt of the CONTRACTOR'S invoice to the COUNTY, or submission of other documentation certifying completion of the services, or delivery of materials or other items as indicated in Exhibit A. The total cost of all invoices shall not exceed \$246,796.82 unless agreed upon by the parties in writing. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS

A. Page 11, Paragraph 1 entitled "DELINQUENCY; INTEREST:" shall be modified as follows: "In the event any payment due hereunder of ~~due under~~ any invoice from Capitol Communications, Inc. ("Capitol") to the customer is not paid within ~~thirty (30)~~ *forty-five (45)* days of the date of the invoice, the unpaid amount shall bear interest at the rate of 1.75% per month (21% per annum) of the amount due.

B. Page 11, Paragraph 2 entitled "ATTORNEY'S FEES:"—is omitted and shall be of no further force or effect. The same provision appearing in the Master Service Agreement is also omitted and shall be of no further force or effect.

V. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide the materials, services, and other items described in in Exhibits A and related materials and services, as may be directed by COUNTY.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

VI. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

2. Acceptance Not Waiver: COUNTY the work or materials furnished hereunder shall not in any way relieve CONTRACTOR of compliance with the Agreement. COUNTY approval or acceptance of, or payment for, any obligations hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

3. Termination: This Agreement may be terminated as provided in the Agreement or (a) by either party at any time for failure of the other party to comply with the terms and conditions of this Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) upon mutual written agreement by both parties.

4. Entire Agreement: This Agreement (5 pages) and Exhibit A (46 pages) and Capitol Communication's Master Service Agreement (7 pages) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

5. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

6. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

7. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

9. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

10. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

11. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

12. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

13. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees.

14. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

15. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

16. Limitation on Payment: COUNTY's payment obligations are conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

18. Agreement Controls: Where a conflict exists or arises between any provision or condition of this Agreement and the terms of the attached Proposals, the provisions and conditions set forth in this Agreement shall control.

19. Compliance with Law: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

[The remainder of this page is intentionally left blank]

PHONE SYSTEM MIGRATION AGREEMENT
between
Laramie County and Capitol Communications, Inc.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR: Capitol Communications, Inc.

By:  Date 2/13/2024
Name (printed): Tom A. Herdt
Title: President

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 2.18.24
Laramie County Attorney's Office



We have prepared a quote for you

Quote for Migration to IP Office

Quote # 002094
Version 1

Prepared for:

Laramie County Governmental Complex

Brad Alexander
brad.alexander@laramiecountyywy.gov

1716 O'Neil Avenue
Cheyenne, WY 82001

(307) 635-9295



Tuesday, January 09, 2024

Laramie County Governmental Complex
Brad Alexander
309 West 20th Street
Cheyenne, WY 82001
brad.alexander@laramiecountywy.gov

Dear Brad,

Thank you for the opportunity to earn your business.

Attached is the quote information you requested.

Please feel free to contact us with any questions you may have or any additional information you may need.

A handwritten signature in black ink that reads "Tom Herdt".

Tom Herdt
President
Capitol Communications, Inc.

▶ Statement of Work

DESCRIPTION



Quote is for the Migration of the Avaya CM Phone System to an Avaya IP Office System.

- Reuse of existing IP Phone and replacing Digital Phones with new J Series IP Phones.
- Implementation Services by CCI and 3rd Party Professional Services vendor and assistance from County IT Staff.
- Migration from current PRI Phone Lines to SIP Phone Lines.
- Deployment of Session Boarder Controller for SIP Phone Security.
- Replace existing FaxFinder Appliance with Virtual FaxFinder Server
- Xima Software Call Recording and Call Accounting
- 911 Inform Enhanced 911 Location Services for County Phones

Avaya System

| Description | Price | Qty | Ext. Price |
|---|------------|-----|-------------|
| Courthouse | | | |
| 185446 AVAYA COMMUNICATIONS SOLUTION | \$0.00 | 1 | \$0.00 |
| 182448 IP OFFICE SERVER EDITION MODEL | \$0.00 | 1 | \$0.00 |
| 273733 IP OFFICE VIRTUALIZED APPLICATION SERVER TRACKING | \$0.00 | 1 | \$0.00 |
| 396450 IP OFFICE R11 VIRTUALIZED SERVER EDITION LIC:DS | \$2,254.98 | 2 | \$4,509.96 |
| 396449 IP OFFICE R11 SERVER EDITION LIC:DS | \$1,878.66 | 6 | \$11,271.96 |
| 383110 IP OFFICE R10+ AVAYA IP ENDPOINT 1 LIC:CU | \$44.10 | 600 | \$26,460.00 |
| 383072 IP OFFICE R10+ 3RD PARTY IP ENDPOINT 1 LIC:CU | \$102.90 | 30 | \$3,087.00 |
| 383085 IP OFFICE R10+ SIP TRUNK 1 LIC:CU | \$45.28 | 70 | \$3,169.60 |
| 383071 IP OFFICE R10+ VOICEMAIL PRO 2 LIC:CU | \$1,090.74 | 3 | \$3,272.22 |
| 396316 IP OFFICE R11 POWER USER 1 LIC:CU | \$102.90 | 10 | \$1,029.00 |
| 382689 Avaya IP OFFICE R10 CTI PLDS LIC:DS Avaya IP OFFICE R10 CTI PLDS LIC:DS | \$382.79 | 6 | \$2,296.74 |
| 700514867 IP OFFICE IP500 VERSION 2A CONTROL UNIT | \$401.60 | 1 | \$401.60 |
| 700479710 IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW | \$31.16 | 1 | \$31.16 |

Avaya System

| Description | Price | Qty | Ext. Price |
|--|------------|-----|--------------------|
| 700504032 IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2 | \$216.38 | 1 | \$216.38 |
| 700503164 IP OFFICE IP500 TRUNK ANALOG 4U V2 | \$321.05 | 1 | \$321.05 |
| 700515108 IPO IP500 EXPANSION MODULE PHONE 30 TAA | \$2,716.56 | 2 | \$5,433.12 |
| 700429202 IP OFFICE IP500 RACK MOUNTING KIT | \$37.04 | 3 | \$111.12 |
| 700289770 POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA | \$11.17 | 3 | \$33.51 |
| 700512396 J189 IP PHONE | \$295.20 | 5 | \$1,476.00 |
| 700512394 J159 IP PHONE | \$204.18 | 55 | \$11,229.90 |
| 700480593 Avaya 9611G Phone, text buttons Avaya 9611G Phone, text buttons | \$44.00 | 60 | \$2,640.00 |
|  | | | |
| 700504740 Avaya B179 Conference Phone, SIP, Display, SD Card for Call Recording, Optional Exp Mics Avaya B179 Conference Phone, SIP, Display, SD Card for Call Recording, Optional Exp Mics | \$365.00 | 3 | \$1,095.00 |
|  | | | |
| 413390 ASBCE R10 VIRTUAL TRACKING CODE IPO NEW | \$0.00 | 1 | \$0.00 |
| 413389 ASBCE R10 VE VAPP IPO ENABLEMENT | \$235.20 | 1 | \$235.20 |
| 413371 ASBCE R10 STANDARD SERVICES SESSION IPO LIC:CU | \$32.34 | 70 | \$2,263.80 |
| 700213440 IP OFFICE ISDN CABLE RJ45/RJ45 3M RED | \$2.96 | 4 | \$11.84 |
| Courthouse Subtotal | | | \$80,596.16 |
| Health | | | |
| 185446 AVAYA COMMUNICATIONS SOLUTION | \$0.00 | 1 | \$0.00 |
| 182448 IP OFFICE SERVER EDITION MODEL | \$0.00 | 1 | \$0.00 |
| 700514867 IP OFFICE IP500 VERSION 2A CONTROL UNIT | \$401.60 | 1 | \$401.60 |
| 700479710 IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW | \$31.16 | 1 | \$31.16 |
| 700504032 IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2 | \$216.38 | 1 | \$216.38 |

Avaya System


| Description | Price | Qty | Ext. Price |
|--|------------|-----|-------------------|
| 700503164 IP OFFICE IP500 TRUNK ANALOG 4U V2 | \$321.05 | 1 | \$321.05 |
| 700417231 IP OFFICE IP500 EXTENSION CARD PHONE 8 | \$611.52 | 2 | \$1,223.04 |
| 700429202 IP OFFICE IP500 RACK MOUNTING KIT | \$37.04 | 1 | \$37.04 |
| 700289770 POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA | \$11.17 | 1 | \$11.17 |
| Health Subtotal | | | \$2,241.44 |
| Archer | | | |
| 185446 AVAYA COMMUNICATIONS SOLUTION | \$0.00 | 1 | \$0.00 |
| 182448 IP OFFICE SERVER EDITION MODEL | \$0.00 | 1 | \$0.00 |
| 273733 IP OFFICE VIRTUALIZED APPLICATION SERVER TRACKING | \$0.00 | 1 | \$0.00 |
| 413390 ASBCE R10 VIRTUAL TRACKING CODE IPO NEW | \$0.00 | 1 | \$0.00 |
| 413389 ASBCE R10 VE VAPP IPO ENABLEMENT | \$235.20 | 1 | \$235.20 |
| 413371 ASBCE R10 STANDARD SERVICES SESSION IPO LIC:CU | \$32.34 | 70 | \$2,263.80 |
| Archer Subtotal | | | \$2,499.00 |
| LCSO | | | |
| 185446 AVAYA COMMUNICATIONS SOLUTION | \$0.00 | 1 | \$0.00 |
| 182448 IP OFFICE SERVER EDITION MODEL | \$0.00 | 1 | \$0.00 |
| 700514867 IP OFFICE IP500 VERSION 2A CONTROL UNIT | \$401.60 | 1 | \$401.60 |
| 700479710 IP OFFICE IP500 V2 SYSTEM SD CARD MU-LAW | \$31.16 | 1 | \$31.16 |
| 700504032 IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2 | \$216.38 | 1 | \$216.38 |
| 700515108 IPO IP500 EXPANSION MODULE PHONE 30 TAA | \$2,716.56 | 1 | \$2,716.56 |
| 700429202 IP OFFICE IP500 RACK MOUNTING KIT | \$37.04 | 2 | \$74.08 |
| 700289770 POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA | \$11.17 | 2 | \$22.34 |
| LCSO Subtotal | | | \$3,462.12 |
| Dispatch | | | |

Avaya System

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------------|
| 185446 AVAYA COMMUNICATIONS SOLUTION | \$0.00 | 1 | \$0.00 |
| 182448 IP OFFICE SERVER EDITION MODEL | \$0.00 | 1 | \$0.00 |
| 700514867 IP OFFICE IPS500 VERSION 2A CONTROL UNIT | \$401.60 | 1 | \$401.60 |
| 700479710 IP OFFICE IPS500 V2 SYSTEM SD CARD MU-LAW | \$31.16 | 1 | \$31.16 |
| 700504032 IP OFFICE MEDIA CARD VOICE (VCM) CODING MODULE 64 V2 | \$216.38 | 1 | \$216.38 |
| 700417231 IP OFFICE IPS500 EXTENSION CARD PHONE 8 | \$611.52 | 2 | \$1,223.04 |
| 700429202 IP OFFICE IP500 RACK MOUNTING KIT | \$37.04 | 1 | \$37.04 |
| 700289770 POWER CORD 18AWG 10 Amp AC US/NORTH AMERICA | \$11.17 | 1 | \$11.17 |
| Dispatch Subtotal | | | \$1,920.39 |
| SSS-IMP ScanSource Services Configuration, Programming, & Implementation Services. ScanSource Services Configuration, Programming, & Implementation Services. | \$43,043.00 | 1 | \$43,043.00 |
| SIG-IPO1-REM IPO 500v2 Staging, Integration, & Testing IPO 500v2 Staging, Integration, & Testing | \$306.00 | 4 | \$1,224.00 |
| LABOR-PBX-TECH Labor - PBX Technician Labor - PBX Technician | \$80.00 | 181 | \$14,480.00 |

Subtotal: **\$149,466.11**

FaxFinder System

| Description | Price | Qty | Ext. Price |
|--|-------------|-----|-------------|
| FFX50-8 FaxFinder X50 Series 8 Channel Bundle - Enterprise Edition - FoIP - Customer provided virtual machine  FaxFinder X50 Series 8 Channel Bundle - Enterprise Edition - FoIP - Customer provided virtual machine | \$14,995.00 | 1 | \$14,995.00 |
| LABOR-PBX-TECH Labor - PBX Technician Labor - PBX Technician | \$80.00 | 4 | \$320.00 |

Subtotal: **\$15,315.00**

Xima Software

| Description | Price | Qty | Ext. Price |
|---|------------|-----|------------|
| X2031 Chronicall with Standard Reports, 1-1000 Users Chronicall with Standard Reports, 1-1000 Users | \$4,691.80 | 1 | \$4,691.80 |
| X0REC Chronicall VRTX Recording Port Chronicall VRTX Recording Port | \$300.00 | 22 | \$6,600.00 |
| X0002 Chronicall Custom Reports Chronicall Custom Reports | \$1,250.00 | 1 | \$1,250.00 |
| XPS-INS01 Xima Professional Services - Standard Reports Installation Xima Professional Services - Standard Reports Installation | \$312.50 | 1 | \$312.50 |
| XPS-INS02 Xima Professional Services - Recording Ports Installation Xima Professional Services - Recording Ports Installation | \$312.50 | 1 | \$312.50 |
| XPS-TRAIN01 Xima Professional Services - 1 Hour Instructor-led Remote Training Xima Professional Services - 1 Hour Instructor-led Remote Training | \$156.25 | 2 | \$312.50 |
| LABOR-PBX-TECH Labor - PBX Technician Labor - PBX Technician | \$80.00 | 4 | \$320.00 |

Subtotal: **\$13,799.30**

911 Inform System

| Description | Price | Qty | Ext. Price |
|--|------------|-----|------------|
| 387802 APS DEPLOY AND CONSULT SVCS APS DEPLOY AND CONSULT SVCS Avaya Project Coordinator | \$4,903.14 | 1 | \$4,903.14 |
| 407173 APS 911INFORM IMPL DISC APS 911INFORM IMPL DISC 911inform Initial Setup and Implementation | \$4,651.32 | 2 | \$9,302.64 |
| 400606 EPT PO REQ ALLIANCE IMPL AND CUST EPT PO REQ ALLIANCE IMPL AND CUST | \$0.00 | 1 | \$0.00 |
| 400606 EPT PO REQ ALLIANCE IMPL AND CUST EPT PO REQ ALLIANCE IMPL AND CUST | \$0.00 | 1 | \$0.00 |
| LABOR-PBX-TECH Labor - PBX Technician Labor - PBX Technician | \$80.00 | 10 | \$800.00 |

911 Inform System

| Description | Price | Qty | Ext. Price |
|-------------|-------|-----|------------------------------|
| | | | Subtotal: \$15,005.78 |

Support for All Systems

| Description | Price | Qty | Ext. Price |
|---|-------------|-----|--------------------|
| Avaya Support | | | |
| 271679 | \$1,489.54 | 4 | \$5,958.16 |
| Avaya 3YPP IPO RTS 8X5 - HP DL120G7 (36 month term) | | | |
| Avaya 3YPP IPO RTS 8X5 - HP DL120G7 (36 month term) | | | |
| 271683 | \$1,604.45 | 4 | \$6,417.80 |
| Avaya 3YPP IPO-T RTS 8X5 APR NBD 500V2 (36 month term) | | | |
| Avaya 3YPP IPO-T RTS 8X5 APR NBD 500V2 (36 month term) | | | |
| Avaya Support Subtotal | | | \$12,375.96 |
| FaxFinder Support | | | |
| FFX50-SUPPORT-GOLD-8 | \$3,748.75 | 2 | \$7,497.50 |
| FaxFinder Technical Support & Major SW Updates - 8 IP Ports | | | |
| FaxFinder Technical Support & Major SW Updates - 8 IP Ports | | | |
| Year 1 included in initial purchase. This is for years 2 & 3. | | | |
| FaxFinder Support Subtotal | | | \$7,497.50 |
| Xima Support | | | |
| XC-8x5 | \$1,010.76 | 3 | \$3,032.28 |
| Xima Care support contract, 8x5 | | | |
| Xima Care support contract, 8x5 | | | |
| Xima Support Subtotal | | | \$3,032.28 |
| 911 Inform Subscription | | | |
| 408485 | \$0.00 | 1 | \$0.00 |
| UC GENERIC CLOUD PO REQ CODE ONLY | | | |
| UC GENERIC CLOUD PO REQ CODE ONLY | | | |
| 408485 | \$0.00 | 1 | \$0.00 |
| UC GENERIC CLOUD PO REQ CODE ONLY | | | |
| UC GENERIC CLOUD PO REQ CODE ONLY | | | |
| 403770 | \$30,304.89 | 1 | \$30,304.89 |
| ALLIANCE CLOUD SFTW RESALE 3YR ANNUITY (Service Term: 36) | | | |
| ALLIANCE CLOUD SFTW RESALE 3YR ANNUITY (Service Term: 36) | | | |
| 911 Inform Subscription Subtotal | | | \$30,304.89 |

1716 O'Neil Avenue
Cheyenne, WY 82001

(307) 635-9295



Support for All Systems

| Description | Price | Qty | Ext. Price |
|-------------------------|-------|-----|---------------|
| Section Subtotal | | | \$0.00 |

Subtotal: **\$53,210.63**

Quote for Migration to IP Office



Prepared by:
Capitol Communications, Inc.
Tom Herdt
(307) 773-1381
Fax (307) 635-3664
therdt@cciw.com

Prepared for:
Laramie County Governmental Complex
309 West 20th Street
Cheyenne, WY 82001
Brad Alexander
(307) 633-4340
brad.alexander@laramiecountywy.gov

Quote Information:
Quote #: 002094
Version: 1
Delivery Date: 01/09/2024
Expiration Date: 01/31/2024

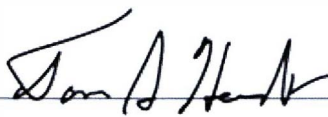
Quote Summary

| Description | Amount |
|-------------------------|---------------------|
| Avaya System | \$149,466.11 |
| FaxFinder System | \$15,315.00 |
| Xima Software | \$13,799.30 |
| 911 Inform System | \$15,005.78 |
| Support for All Systems | \$53,210.63 |
| Total: | \$246,796.82 |

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Capitol Communications, Inc.

Laramie County Governmental Complex

Signature: 
Name: Tom Herdt
Title: President
Date: 01/09/2024

Signature: _____
Name: _____
Date: _____

▶ CCI Standard Terms and Conditions

DELINQUENCY; INTEREST:

In the event any payment due hereunder or due under any invoice from Capitol Communications, Inc. ("Capitol") to the customer is not paid within thirty (30) days of the date of the invoice, the unpaid amount shall bear interest at the rate of 1.75% per month (21% per annum) of the amount due.

ATTORNEY'S FEES:

In the event that Capitol takes any actions to collect any charges set forth herein or due from Customer under any invoice, the Customer shall pay all costs thereof incurred by Capitol, including reasonable attorney's fees.

INVALID PROVISIONS:

If any of the terms or provisions of this Proposal shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

ENTIRE AGREEMENT:

This Proposal, incorporates by reference all provisions of Capitol Communications Inc Master Services Agreement ("MSA"), that are not expressly contradicted by the language of this work order. A copy of the MSA is available for inspection at all times at Capitol Communications Inc website. This Proposal, once accepted replaces any earlier oral or written understandings or agreements, including any previous agreement between the parties relating to this agreement Capitol or its predecessor provided credit to the Applicant. Applicant agrees that this Agreement is performed in the State of Wyoming and shall be governed by the laws of Wyoming.

PROPRIETARY AND CONFIDENTIAL

THIS PROPOSAL CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAPITOL COMMUNICATIONS, INC. AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL, WITHOUT THE PRIOR WRITTEN CONSENT OF CAPITOL COMMUNICATIONS, INC. TITLE IN AND TO THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES IN CAPITOL COMMUNICATIONS, INC.



Fast. Reliable. Local.

Capitol Communications, Inc. is here to help your business succeed!

With years of experience working with small businesses just like yours, we can quickly narrow down your priority list and ensure you're set up with the services you need.

See a service you'd like to learn more about? Give us a call at (307) 635-9295 or visit cciw.com



IT Services

- Anti-virus protection
- Cloud services
 - Backup and disaster recovery
 - Microsoft Office 365 email and office applications
 - Virtual servers and cloud hosting
- Computers (desktop, laptops, server)
 - Maintenance
 - Monitoring, repair, sales, and updates
- Helpdesk and tech support



Network Systems

- Carrier services
 - Copper, fiber, cable, and wireless fiber-optic connections
- Computer networks
 - Wired/wireless
 - 360-degree service connectivity
- Security/firewalls/updates



Security Systems

- Access control
- Video surveillance at 24/7 monitoring



Phone Systems

- From 1 to 20,000 phones
 - Analog, digital, VoIP
- On-premise cloud, or hosted service
- Carrier services
 - Analog, PRI, SIP lines

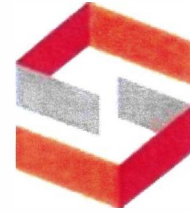


Structured Cabling

- Cable design (RCD) testing and certification
- Copper (CAT5/CAT6) and fiber-optic systems
- End-to-end phone and network cabling
- Outside plant cabling (between buildings)



Monday-Friday: 7:30am-5pm
Phone: 307.635.9295
Website: cciw.com
 1716 O Neil Ave, Cheyenne, WY 82001



Laramie County Government Professional Services

IP Office Installation Statement of Work

Version C – Log 183041
Date: November 17, 2023
Quote: Q-0006500

ScanSource Inc.
Professional & Technical Services
Lenox Overlook
3391 Peachtree Rd.
Suite 370
Atlanta, GA. 30326
Phone: (866) 370-6712 x 8700

Contact Information

ScanSource:

| | |
|---------------------------------|--------------------------------|
| Service Channel Manager: | Juliet Phillips |
| E-mail: | juliet.Phillips@scansource.com |
| Phone Number: | 678-245-8726 |
| SOW Prepared By: | Nathan Fuller |
| Account Owner: | Leigh Anne Stewart |

Business Partner:

| | | | |
|--------------------------------------|------------------------------|----------------|------------------|
| Company Name: | Capitol Communications, Inc. | | |
| Address: | 1716 O'Neil Ave. | | |
| City: | Cheyenne | | |
| State: | WY | | |
| ZIP: | 82001 | | |
| Primary Contact Name / Title: | Tom Herdt | | |
| Phone Number: | 307-773-1381 | E-mail: | therdt@cciwv.com |

Customer:

| | | | |
|--------------------------------------|---------------------------|----------------|------------------------------------|
| Company Name: | Laramie County Government | | |
| Address: | 310 West 19th Street | | |
| City: | Cheyenne | | |
| State: | WY | | |
| ZIP: | 82001 | | |
| Primary Contact Name / Title: | Brad Alexander | | |
| Phone Number: | 307-633-4281 | E-mail: | brad.alexander@laramiecountywy.gov |

Document History

Paper copies are valid only on the day they are printed. Contact the author if you are in any doubt about the accuracy of this document.

Revision History

| Revision Number | Revision Date | Summary of Changes | Author |
|-----------------|---------------|--|---------------|
| A (Q-0005952) | 4/21/2023 | Original Document | Nathan Fuller |
| B (Q-0006045) | 5/12/2023 | <ul style="list-style-type: none"> • Change scope to phased cutovers and hours and first day of business • Update endpoint counts for courthouse • Change SIP channels from 50 to 60 at each site with SBC • Updated SBC language to reflect virtual SBCs set up as two separate instances • Added IP Office systems to connect via SIP/H.323 trunk to CM in interim until final cut off at the end (block of 4 business hours of consultation to support trunk creation) | Nathan Fuller |
| C (Q-0006500) | 11/17/2023 | <ul style="list-style-type: none"> • Changed phone count from 800 to 700 • Adjusted phone counts at locations • Removed Detention Center and Archer IP500 configuration • Removed optional ACR services from scope • Updated staging code count • Added IPO side testing with Xima | Nathan Fuller |

Schedule Resources – Time Requirement

All services are to be scheduled with a minimum of (2) weeks lead time, however less than (2) weeks lead time may be possible and a best effort will be given to meet the desired dates. A ScanSource project coordinator will notify the Business Partner if the time frame will require additional fees based on services/support requirements.

Executive Summary

ScanSource Inc. will provide Professional Services for Capitol Communications (hereinafter referred to as Business Partner) and their customer, Laramie County Government (hereinafter referred to as End User), located in Cheyenne, WY.

Services to be provided: (Note: Project will be completed within (6) weeks of kickoff call or additional charges will apply.)

- **Remote Project Coordination**
 - Participate on up to (15) status calls
- **Remote Programming**
 - Implementation of a new IP Office Server Edition and IP500 System, replacing their existing Avaya CM, including up to (28) hours of remote Programmer First Day of Business support across (4) cutover sessions
 - Program up to (700) phones
 - Provide up to (2) hours of IP Office side testing with an End User provided Xima resource
 - Provide a block of up to (4) business hours of remote consultation for IP Office to Avaya CM Trunks for creation and tear down
 - Trunk services to be performed by the Business Partner
- **Remote Training**
 - End User “Train the Trainer” Training: Up to (2) hours
 - Administrator Training: Up to (4) hours
- **Service Delivery**
 - Services to take place during normal business hours (8:30 AM to 5:30 PM Local Time)
 - Preparation calls
 - Product staging and initial configuration
 - IP Office testing with Xima
 - First Day of Business support
 - Services to take place afterhours (5:30 PM to Midnight Local Time)
 - Cutover of IP Office
 - System testing
 - Scope assumes (4) separate cutovers and First Day of Business. The Courthouse First Day of Business will be for up to (16) hours with the remaining (3) First Day of Business for up to (4) hours for the other sites. The Dispatch location will be looped into one of the other cutovers and First Day of Business.
 - Excludes:
 - Overnight Services (12 AM to 8:30 AM Local Time)
 - Weekend Services (Sat/Sun)
 - Expedited Services (Less than two weeks from project kickoff)
 - Onsite Services
 - Business Partner/End User responsible for all onsite activities
 - Scope assumes feature parity with the existing Avaya CM is out of scope
 - Scope excludes calling search spaces
 - CM to IP Office Trunk configuration
 - To be performed by the Business Partner

Courthouse

IP Office Edition: **Server Edition**

IP Office Type: **Server (Primary Virtual Server)/IP500v2A**

Server Edition Networking Connections: **(6)**

IP Office Redundancy: **Primary and Secondary (at Archer site) Server Edition**

Voicemail: **Voicemail Pro (Server Edition)**

Overhead Paging: **Reuse existing (Station Paging)**

Phones/Devices/Connections:

- **Up to (39) Third-Party IP licenses**
- **Up to (600) Avaya Model IP sets**
- **Up to (26) Analog phones/devices**
- **Virtual Session Border Controller (SBC)**
 - **Up to (60) SIP Channels**
- **Up to (48) Auto Attendants across all locations**

Basic Features:

- **Voicemail to Email**
- **Meet-Me Conferencing**
- **Music on Hold**
- **Mobile Twinning**
- **Equinox Client**

Health

IP Office Edition: **Server Edition**

IP Office Type: **IP500v2A**

Voicemail: **Centralized Voicemail**

Overhead Paging: **Reuse existing (Station Paging)**

Phones/Devices/Connections:

- **Up to (9) Analog phones/devices**

Archer

IP Office Edition: **Server Edition**

IP Office Type: **Server (Secondary Virtual Server)**

Voicemail: **Centralized Voicemail**

Overhead Paging: **None**

Phones/Devices/Connections:

- **Virtual Session Border Controller (SBC)**
 - **Up to (60) SIP Channels**

LCSO

IP Office Edition: **Server Edition**

IP Office Type: **IP500v2A**

Voicemail: **Centralized Voicemail**

Overhead Paging: **Reuse existing (Station Paging)**

Phones/Devices/Connections:

- **Up to (3) Avaya Model IP sets**
- **Up to (30) Analog phones/devices**

Dispatch

IP Office Edition: **Server Edition**

IP Office Type: **IP500v2A**

Voicemail: **Centralized Voicemail**

Overhead Paging: **Reuse existing (Station Paging)**

Phones/Devices/Connections:

- **Up to (8) Analog phones/devices**

Description of Services and Deliverables

Note: This Statement of Work was created using specifications and requirements provided by the End User and Business Partner and is assumed to be verified for functionality and compatibility. It is the responsibility of the End User and Business Partner to review and verify all compatibility and functionality requirements of the solution with their design team and/or the vendor's design/technical support team. Scansource does not hold responsibility for system design. Services to correct errors in system design will require a change order to resolve.

Installation Phase Tasks and Deliverables

| Service Element | Description |
|-----------------------------|---|
| Remote Project Coordination | <ul style="list-style-type: none"> - Participate on (1) initial kick-off call with the Business Partner and the resources assigned - Pre-registration (if applicable) - Provide a System Planner to the End User - Schedule resources for the project. - Single point of contact for the Business Partner. - Update GRT to move equipment to new sold-to number provided by the Business Partner. - Order InfoPlus bundle for IP Office at the end of the project - Does not include a formal project plan nor formal project management. It is assumed that the Business Partner will be responsible for Project Management. |

Programming

| Remote Software Specialist for VM Ware or Hyper-V Consultation for End User-Provided Virtual Environment (for IP Office): |
|---|
| <p>Remote Software Specialist Will:</p> <ul style="list-style-type: none"> - Review the virtual environment requirements and specifications with the End User, in reference to IP Office virtualized Servers - Download of OVA or Hyper-V disk image (VHDX) file from PLDS and provide to the End User on a shared drive. - Work with the End User to load the OVA or Hyper-V files. The End User is responsible for VMWare and working with the engineer to install the OVA files. - Update firmware and apply patches to the server if required. - If the End User requires deployment of Virtual Environment solution on KVM or AWS additional charges will apply. |

| IP Office Programming - General | |
|-----------------------------------|--|
| Design Review/ System Programming | <ul style="list-style-type: none"> - Conduct a design review with End User utilizing the provided system planner. The End User is responsible for completing the planner and returning it for programming to be completed. - Download license files from PLDS after receipt of LAC - A Freeze Date will be established - Up to 3 Button templates for stations - Analog stations/devices - Includes 1 Voicemail box per digital and/or IP phone user - Includes final registration with Avaya |
| Server Edition | <ul style="list-style-type: none"> - Server Edition Ignition - Primary Server Edition (Server Edition Name and IP Address required for this step) - Secondary Server Edition (if applicable) |
| Server Edition Failover | <ul style="list-style-type: none"> - Redundancy housed on virtualized secondary server - System programming of identical configuration to main system and provisioning of resiliency - Includes testing of failover |
| Server Edition Networking | <ul style="list-style-type: none"> - Configure Multisite Server Edition Networking (IP Office Line), which includes the setup of translations for networking. <ul style="list-style-type: none"> o Does not include dial plan changes or VPN tunnels. o Network must be in place. - Quantity to configure is outlined in the executive summary |

ScanSource Professional Services Statement of Work

| | |
|---|--|
| SS Overtime | - SS Overtime - for Mon-Thu between 5 PM and Midnight |
| SS First Day of Business | - Includes remote First Day of Business support as outlined in the Executive Summary |
| Joint Testing with End User Onsite Technician | - Stations - Voicemail - Inbound routing and outbound calling. - Failover |

IP Office Programming - Voicemail

| | |
|---------------|--|
| Voicemail Pro | - Configure Voicemail Pro <ul style="list-style-type: none"> o Installed on a: <ul style="list-style-type: none"> ▪ Linux Server (Server Edition) o (1) mailbox per digital or IP extension o Up to four (4) single level Auto Attendants Included (Day, Night, Holiday and Forced Closure) |
|---------------|--|

IP Office Programming – Basic Applications

| | |
|-------------------------------|---|
| Voicemail to Email forwarding | - Program IP Office and Voicemail system for simple Voicemail to email forwarding |
| Meet-Me Conferencing | - Includes programming of Meet-Me-Conferencing utilizing Voicemail Pro for up to (10) conference bridges. Includes admin training & testing functionality of the application. |
| Music on Hold | - Includes configuration of Music on Hold. End User is responsible for providing technician with 355 AF jack for IP Office connection. Requires high-speed remote access |
| Mobile Twinning | - Initial installation, license activation and programming for up to (5) users. Train-the-trainer for remaining users |
| IX Workplace | - Includes setup of (5) users. - Train-the-trainer for additional users |

Training

| | |
|--|--|
| Training | |
| Remote End-User "Train the Trainer" Training | - End User "train the trainer" training, conducted via conference call <ul style="list-style-type: none"> o Covers basic features: <ul style="list-style-type: none"> ▪ Programmable buttons ▪ Set features ▪ Voicemail o Training to be administered in 30-45-minute sessions to cover up to (10) users o Avaya Quick-Reference guides and quick-start voicemail reference guides will be provided and covered o Includes brief Q&A session as time allows - Assumes training to occur during normal business hours - Business Partner and/or End User will be responsible for end user attendance to all training sessions. |
| Remote System Administrator Training (4 hours) | - Remote training on IP Office System Administration, conducted via Web based screen share. - Standard training itinerary <ul style="list-style-type: none"> o Log into IP Office o Understand features available and assign to extensions o Use Config Tree o Administer pick-up groups, hunt groups, and paging groups, users o Understand the command structure o Administer features, buttons, hunt groups etc. o Understand how to administer changes o Administer Incoming call routes, voicemail, passwords, restrictions, call forwarding o Understand dial plan o Administer extensions and new lines o Administer feature access codes |

ScanSource Professional Services Statement of Work

| | |
|--|--|
| | <ul style="list-style-type: none"> o Set up meet-me conferencing o Administer stations, i.e., analog, digital, IP and attendant console o Understand COR, basic toll analysis and COS permissions o Understand analog port configuration o Perform back-ups - Assumes training to occur during normal business hours - Business Partner and/or End User will be responsible for user/admin attendance to all training sessions. |
|--|--|

Session Border Controller (SBC)

| | |
|---|--|
| Avaya Session Border Controller for IP Office Implementation | |
| Scansource Will: | |
| <ul style="list-style-type: none"> - Participate in one kickoff call with the Project Manager and the End User - Install and configure two standalone Avaya SBC based on the parameters provided by the SIP vendor. The following will be required for the implementation: <ul style="list-style-type: none"> o Provider Name o Number of sessions o Far End IP addresses (registrar information if required) o Transport Protocol o UDP Range o Extension links o SIP Domain o Type of SBC of provider's end o End User's internal network information - Configuration of SBC for Remote Workers, <ul style="list-style-type: none"> o Remote workers include advanced security implementation to include TLS with SRTP (where compatible) o User Agent and URI filtering o Third party certificates (where applicable) are customer responsibility. - End User provided requirements for SBC Implementation <ul style="list-style-type: none"> o VPN access for remote network/software specialist o Single point of contact o SIP information for installation o Network readiness assessment o Network readiness assessment results - Joint testing of SBC failover with SIP provider and IPO programmer (if applicable). - Pricing assumes only (1) hour of standard testing will be necessary for each SBC. If additional testing hours are necessary, they will be invoiced at the Professional Services rate of \$175.00/hr. - Configure 2 ASBCEs on Virtual Server(s). SBCs will run independent and not be configured as HA. | |

Final Documentation will include

| Documentation | Description |
|---------------|--|
| Sourcebook | <ul style="list-style-type: none"> - Configuration data report - Data analysis - Action items |

Assumptions/Limitations

| End User Task | Description |
|---------------|---|
| General | <ul style="list-style-type: none"> - Assumes End User's LAN/WAN is already in place and is fully configured. Pricing and SOW do not include switching, router, or other data configuration services. - All End User provided equipment is in good working order and is fully compatible with Avaya IP Office. - Latest software/patches available will be added at the time of the initial software load. If Avaya releases new software/patches prior to the cutover, the software patches can be added for additional charges. |

ScanSource Professional Services Statement of Work

| | |
|-----------------------------|---|
| | <ul style="list-style-type: none">- Any additional features or programming not specified in the Executive Summary are considered out of scope but may added for additional charges. A change order will be required.- In the event of equipment failure, the Business Partner will be responsible for having replacement equipment shipped to the End User's location. If a technician is required to go to the site, a change order will be required. |
| Remote Implementation | <ul style="list-style-type: none">- Unescorted High-speed Remote Access is required for the duration of the installation project<ul style="list-style-type: none">o This can be accomplished by adding the End User to our SSG LogMeIn account, or the End User's "always on" VPN, or access to a jump box.o It is preferred that Remote Access continues to be available for post-installation support.o If Unescorted Remote Access cannot be provided, the project may encounter delays and target dates may not be achievable. Additional charges will apply. |
| End User Provided Server(s) | <ul style="list-style-type: none">- It is the responsibility of the End User to provide an Avaya compliant server(s) for:<ul style="list-style-type: none">o Management PC/Server (for IP Office Manager (and Voicemail Pro Client if applicable)o IP Office Server Editiono ACR- Please consult design team or Avaya ATAC for product server specifications. |
| VoIP Network Readiness | <ul style="list-style-type: none">- It is assumed that the End User's LAN/WAN has been previously certified to support the appropriate load of VoIP traffic. Scansource Services Group cannot be held responsible for quality, QoS, or vendor support issues resulting from the End User's lack of network readiness. |
| Avaya CM Programming | <ul style="list-style-type: none">- The Business Partner and End User and responsible for all programming on the End User's existing Avaya CM. |

Project Budget/Quote Total

Enter total budget cost below for quote details & work to be performed. This quote for services is given in good faith and is valid for 60 days from the date of SOW creation!

Payment Terms: Project invoices are due upon receipt from ScanSource Inc., to Business Partner, unless prior negotiations with ScanSource Reseller Financial Services (RFS) Department.

Advance Payment: Purchase order greater than \$5,000.00 may require an advance payment before scheduling. Payment must be received prior to commencement of project kickoff.

Total: \$43,043.00*
***50% Advance Payment is required.**

Signed Scope of Work and advance payment must accompany Purchase Order in order to start the project.

Integration Services (if applicable):

Please include the following SKUs to your ScanSource hardware order for in-house integration, testing, remote configuration upload and upgrading of equipment before it ships from our warehouse:

- **SIG-IPO1-REM** – Qty (4) – (\$306 each/ \$1,224 Total) added to ScanSource order – staging, integration & testing of one IPO 500v2 Control Unit. Includes configuration prior to shipment.

Business Partner/End User Responsibilities

1. Premises access arrangements
2. Provide on-site contact that has authority to make decisions related to implementation/deployment
3. Network readiness (i.e., Internet Access, VLANs, DHCP, etc.)
4. Remote VPN or SAL concentrator access. If these methods are not available, additional charges will apply
5. Applicable wiring in place and toning/testing, tagging and labeling
6. Ensure that the DMARC has been extended and the wiring tested to the equipment room where the equipment will be installed
7. Applicable IP addresses, subnet mask, default gateway
8. Design assurance
9. Equipment room/environmental readiness
10. Installation materials (i.e., wiring, racks, p panels, cords, jacks, cabling, Amphenol tails, punch blocks, cabling peripherals, etc.)
11. Any escalations to Manufacturer Tier 3 or Tier 4 involving software/hardware malfunctions

Enter additional Business Partner/End User responsibilities below:

General Statement Assumptions

1. The Quote/Statement of Work (SOW) within this ScanSource Services Agreement contains a summary description of the services to be performed by ScanSource Services or its subcontractors.
2. Site and system preparations are responsibility of Business Partner.
3. Any changes to the Statement of Work, additional out of scope services and rescheduling of dates/time experienced under this engagement shall be subject to ScanSource Services-OUI Managed Services Inc standard time and material rates. No oral statements by from Business Partner or other party shall constitute an official modification of statement of work. All SOW changes shall be requested in writing and accepted/rejected by ScanSource Services-OUI Managed Services Inc in writing.
4. Any missing, dead on arrival (DOA), unrelated equipment and network unavailability may require additional visit(s), which will be billed at normal T & M rates, plus a visit charge per occurrence with associated travel cost.
5. Overtime and emergency hours: Evening, Saturday and/or weeknight emergencies will be billed at the overtime rate of 1.5 multiple with a two-hour minimum. Sunday and holidays will be billed at the overtime rate of 2 times multiple of the applicable hourly rate with a two-hour minimum.
6. Travel to end user site will occur on first scheduled day of engagement. If previous day travel is necessary, an extra travel day charge will be incurred.
7. All travel charges included in this SOW assume 15-day notice from point of scheduling unless otherwise firm quoted in advance of Purchase Order receipt. Any schedule changes to travel reservations due to Business Partner rescheduling (for any reason) will result in additional charges that are the responsibility of the Business Partner. All date changes to already scheduled projects must be received in writing and are subject to a re-quote of all applicable charges. Holidays will incur additional travel expenses.

Standard Terms and Conditions

1. This SOW services/support is to be performed during consecutive days/timeframe unless otherwise noted in quote details and work to be performed section, shown above.
2. ScanSource Inc. will provide two (2) hours of services/support with Manufacturer escalations to Manufacturer Tier 3 or Tier 4 involving software/hardware malfunctions caused by Manufacturer and/or End User. After two hours of service/support, Business Partner/End User will incur charges from ScanSource Inc. billed at T&M hourly rate (\$175.00) and applicable travel expenses per allocated resource.

Additional Terms and Conditions for this Statement of Work

Without limiting the Standard Terms, the following provisions apply to this SOW:

Solution Design

Business Partner is responsible for design specification that ensures services viability/operability before accepting quotation from ScanSource Inc. If assistance from ScanSource Inc. with design assurance, Business Partner will incur additional fees charged at T&M rates.

Quote Validity

Project prices are valid for 60 days from the date of the SOW acceptance/authorization. ScanSource Inc. may re-negotiate prices after 60 days from original acceptance/authorization, if services/support has not been scheduled.

SOW Acceptance

A copy of the SOW estimate/quote is to be signed and dated by the Business Partner manually (cursive or print) or digitally to indicate acceptance and should be returned to ScanSource Inc. As well as, the Business Partner may send an official Purchase Order # (PO#) in reply to the estimate/quote which binds the End User to accept ScanSource Inc. terms and conditions. No work on a statement of work (SOW) will commence until receipt of a signature and associated PO# has been received by ScanSource Inc.

Delivery of Services

ScanSource Inc. will perform services/support in a professional and workman-like manner. We will use reasonable efforts to complete services/support in accordance with the project agreement set forth in the statement of work, subject to the fulfillment by the End User/Business Partner of its responsibilities as set forth in this agreement.

Subcontracting Services

The Business Partner acknowledges that while ScanSource Inc. maintains overall responsibility for the management and delivery of the services requested, ScanSource Inc. may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein

Site Readiness

Site and hardware/software/personnel preparations are assumed the responsibility of the End User/Business Partner. ScanSource Inc. Project Management/Project Coordination will forward specific requirements and responsibilities related to agreed to services/support implementation /deployment after a signed acceptance/authorization agreement has been submitted and work has been scheduled

Change Management

This SOW applies to services/support shown in quote details and work to be performed section *only*. Any other services/support identified under this Agreement must be reflected in a separate statement of work (SOW) agreement or statement of work (SOW) addendum with additional applicable fees. Any work performed by ScanSource that is not listed in the scope of work or which is required to assist the End User with the completion of site preparation activities will be subject to the change management process described above.

Cancellation of Services

Cancellation of purchase order may be made by telephone, or email. However, following initial cancellation request ScanSource Inc. will require formal written notification from the Business Partner. Afterwards, the Business Partner will be invoiced for all work completed over and above the initial payment made at the time of Statement of Work acceptance/authorization, if applicable.

Outstanding Invoices

Purchase orders that remain outstanding and un-paid for after date of invoice, can incur an extra charge of 1.5% each month culminating at a total 18% of the outstanding invoice amount. ScanSource Inc. reserves the right to refuse to undertake any further work from the Business Partner, including work in progress, until all outstanding invoices are paid in full.

Returned Checks

Returned checks will incur an additional fee of \$25.00 per check.

Site-specific action items not identified by this Statement of Work

The End User is responsible for any site-specific action items, beyond this Statement of Work, that are identified as action items by the ScanSource Inc. Installation Team prior to implementation.

Statement of Work Acceptance and Authorization

By accepting/authorizing this SOW agreement, you agree to all stipulations shown above.

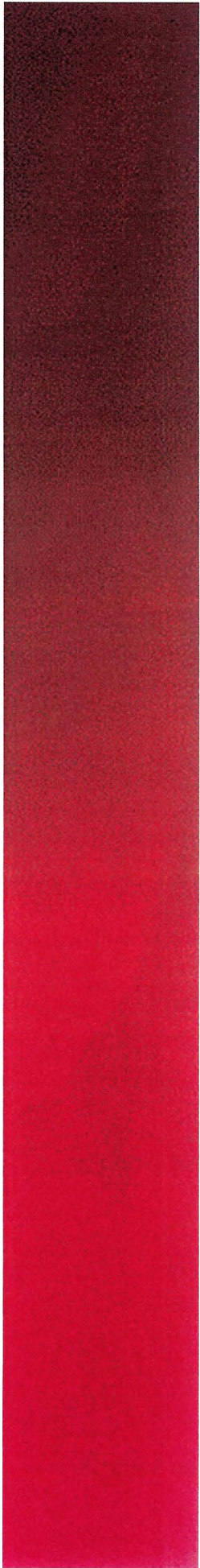
Terms and conditions of this professional services agreement apply in full to services/support provided under this Statement of Work. The Business Partner shown below acting with proper authority has executed this statement of work agreement.

| | |
|--|--|
| Business Partner: | Capitol Communication, Inc. |
| Name: | Tom A. Herdt |
| Title: | President |
| Amount Approved: | \$ 43,043.00 |
| Telephone Number: | 307-773-1381 |
| E-mail: | therdt@cciwv.com |
| Date Accepted & Authorized: | |
| PO #/Version: | |
| Billing Address: | 1716 O'Neil Ave., Cheyenne, WY 82001 |
| Requested Due Date: | |

Please complete and return signed SOW Acceptance & Authorization and Purchase Order via email, orderentry@scansource.com or fax, (770) 447-9019, to ScanSource Inc..

X

Signature



AVAYA

AVAYA

**Statement of Work
between
Avaya LLC (Avaya)
and
ScanSource Inc. (Customer)
on behalf of
Laramie County (End Customer)**

For the

911inform Location Discovery Solution (LDS)

Project Code: 24SLE1061

Prepared By: Gabriela Jacobowicz

SOW Date Prepared: 13-December-2023 **SOW Version:**1

Offer Expiration: This SOW will become invalid if not accepted on or before

6-March-2024

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Version Control



| Date | Version | Change | Author |
|------------|---------|-----------|---------------------|
| 12/13/2023 | 1 | Final SOW | Gabriela Jacobowicz |

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1: Summary

Avaya is pleased to present this Statement of Work (SOW) to ScanSource, Inc. (Customer) on behalf of Laramie County (End Customer) for 911inform LLC Location Discovery Solution (LDS) for the following services (Services) to implement this Project (Project). A detailed description of the following Services is provided in Section 2.

- Module 1:
 - 911inform LDS for location discovery of PBX endpoints
 - Routing to the correct PSAP (Public Safety Answering Point) in the event of a 911 call residing on the PBX.

2: Scope of Services

This SOW will be reviewed in detail by the project stakeholders during the Planning and Design Stage to confirm that all project participants are in agreement with the scope of the Services outlined herein. Upon agreement, the project plan will be developed and the Project will proceed to the next Project stage. If Customer and/or Avaya determine



the Project schedule or scope of Services requires alteration, the parties will modify the SOW using the Change Management process.

2.1 911inform Location Discovery and Routing (911inform LDS)

Module 1: The 911inform solution assists administrators in easily determining the exact location of IP endpoint devices attaching to the communications network, to provide Public Safety with a Dispatchable Location without the burden and overhead of maintaining discrete cable plant records and databases. This is to be deployed on a redundant Avaya IP Office R 11.X (newest release) spanning 4 500V2's and 650 total endpoints.

Irrespective of the physical location of the device, within a facility or external to it, when an IP device registration event occurs, 911inform will obtain the IP address the device has associated with it. If the IP address is logged to a pre provisioned dispatchable location, no user interaction is required and the device location will automatically be updated.

If the IP address is not tied to a pre provisioned dispatchable location, LDS will access the user record of the registered device. 911inform LDS sends an SMS message or email to the user's registered email or cellular phone number, prompting the user to click on an enclosed link. The link loads an interactive web portal page that performs a series of interactions with the device after appropriate authentication occurs.

When the portal first loads, the user is prompted to activate location services if turned off and allow access to the device location information. The 911inform LDS server ingests the location information from the laptop/desktop/cellphone device memory and displays a map based on the geodetic coordinates provided. The user can then position the location marker and confirm, submitting this information to 911inform. The PBX database is then updated if needed with the discreet location of the device facilitating the appropriate emergency response in the event of an emergency call.

2.2 Knowledge Transfer and Training

The following knowledge transfer ("KT") / training sessions will be provided during the course of the Project. The Customer agrees to ensure that the End Customer is ready to receive training within two weeks of production rollout of solution. All knowledge transfer and training will be delivered remotely unless otherwise stated in this SOW.

Training will be provided on consecutive business days during standard business hours (M-F, 8-5 local time).

| Offer | Training Description | Duration | Number of Participants |
|--------------------|--|----------|------------------------|
| 911inform Training | Supplier will provide training for both technical and administrative personnel. Additional training can be provided if necessary | 2 hours | 6 |

2.3 Documentation

Customer will be provided the following documentation to provide to the End Customer over the course of the Project.



| Offer | Document Name | Document Contents |
|---------------|-----------------------------|---|
| 911inform LDS | Avaya IPO Integration Notes | Detailed integration notes to the Avaya IPO R11.X |

3: Project Management and Location(s)

3.1 Project Scheduler

Avaya will appoint a project scheduler at the outset of the project (Avaya Project Scheduler). The Avaya Project Scheduler will collaborate with Customer's Project Manager in order to have Avaya resources available and aligned with the SOW and work order. The Avaya Project Scheduler will:

- Participate in a project kickoff meeting to review project objectives, SOW, change control policy and verify Customer requirements and dates.
- When applicable schedule deliveries for equipment acquired directly from Avaya and resolve any deficiencies in delivery.
- Identify and request project resources based on the Customer provided project schedule.
- Confirm pre-requisites are complete and facilitate resolution of any scheduling issues.
- Manage project changes and confirm with Customer the Services are completed.

3.2 Project Stages

Avaya will provide the Services described in this SOW within the following primary stages of the Project.

1. **Planning and Design Stage:** Project initiation, scope review, identification of resources, project schedule, test plans and solution design activities.
2. **Data Collection:** Following data needs to be provided by the End Customer and verified upon addition to the system within 3 months of the project kickoff meeting. Any data supplied after three months from project kickoff, will be processed as a day 2 request.
 - 2.1 Collect End Customer provided information detailed above that must include extension, name, and cellular phone numbers for each user that will utilize an endpoint(s) on the system.
 - 2.1.1 Create database entry for each individual user.
 - 2.2 Collect IP ranges and locations.
3. **Hardware and Software Installation Stage:**
 - 3.1 **Module 1:** With 911inform Location Discovery Solution, a database entry will be established for each of the endpoints with the End Customer data provided by the End Customer. End Customer will need to deploy a server in the datacenter that will manage the connection between the PBX and 911inform LDS system. Supplier will digitize the End Customer provided IP ranges for each building will be logged to detect when a user is within the network or remotely connected.



4. **Configuration Stage:** The configuration and administration of the solution or systems.
 - 4.1 End Customer must provide at least 2 End Customer extensions off of each phone system to allow for 911inform testing
 - 4.2 End Customer to provide appropriate permissions for remote access throughout the installation and testing phase to enable Supplier to fulfill its obligation.

5. **Testing Stage:**

Once the 911inform solution has been installed, a joint 933 and 911 test will be conducted with a minimum of 2 extensions of each device type within the End Customer site to validate that the 911inform solution is operating and configured as designed. If the End Customer is unable to provide all the required information under section 3.2, bullet items (a) and (b) prior to the mutually agreed 911inform solution installation date, Supplier will use the data for the 2 extensions of each device type that has been provided by the End Customer and based on the successful results of the below test criteria in points (a) and (b) as outlined below, the implementation will be deemed as completed and live.

The acceptance criteria for the User Acceptance Test will include the following:

1. Perform 933 test to ensure correct path route:
 - i. Verify the 933 triggered 911inform - email or SMS.
 - ii. Verify the 933 popped notification to the correct location.
2. Perform 911 test to ensure:
 - i. Verify the 911 triggered 911inform - email or SMS.
 - ii. Verify the 911 popped notification to the correct location.
 - iii. Verify the 911 listed the correct location and number.
 - iv. Verify correct PSAP routing."

The Supplier will confirm via an email to Avaya, Customer and End Customer confirming that 933/911 test is validated successfully and the Services are available for End Customer's use ("Services Date"). The End Customer will have five (5) business days to complete any additional testing that is deemed necessary post the successful 933/911 test. Unless Avaya, Customer or End Customer notifies Supplier in five (5) business days following the Services Date that the Services is not operational, the Subscription Term will commence on the Services Date and will continue until expiration or termination of the subscription or SOW term.

Any data points not provided prior to the 911inform solution installation date will be deemed post implementation activity and will be processed as part of the day 2 support obligations.

6. **Knowledge Transfer and Training Stage:** This is the stage of the Project during which the knowledge transfer / training is described in the "Knowledge Transfer and Training" Section of this SOW.
7. **Cutover and Go Live Stage:** Supplier will provide support during cutover and go-live support.
8. **Project Completion Stage:** Confirmation that the Project objectives have been met and all Supplier deliverables have been completed.



3.3 Location(s)

Services will be performed on systems at the following locations. Services are remotely delivered unless otherwise stated in the SOW.

No floor plans will be digitized within scope. IP ranges to be logged for each location.

| Location Number | Location Name | Address | Work to be Performed |
|-----------------|----------------|---|--|
| 0005135256 | LARAMIE COUNTY | 309 W 20TH ST, CHEYENNE, WYOMING, 82001 | <ul style="list-style-type: none">• Third Party Services |

3.4 Change Management Process

The parties will rely on the change management process described below to address any changes and ensure the continuous performance of the Services by Avaya.

- Either party may request changes to this SOW at any time. All change requests will be submitted in writing using Avaya's Change Management Request Approval (CMRA) form.
- Customer and the Avaya Project/Program Manager will review the CMRA form. Any adjustments to the time of performance or the charges for the work to be performed, which result from a change request shall be set forth on the CMRA form and must be approved by both parties.
- Approved changes as reflected in the authorized and executed CMRA form will be incorporated into the SOW and become part of the agreement between the parties, effective from the date either set out in the CMRA form, or where none is stated, the date of its last signature.
- Until such time as any change requested is formally agreed to by the authorized signatories of Avaya and Customer, Avaya shall continue to perform to the terms and scope of this SOW.

4: Assumptions and Exclusions

The price and Avaya's delivery of the Services described in this SOW are based on the following assumptions.

4.1 General Project Assumptions

- **Documentation:** All documentation and custom-developed materials provided by Avaya will be in the format chosen by Avaya.
- **Work Location:** Unless otherwise stated, Services will be delivered remotely.



- **Work Hours:** Unless otherwise agreed, Avaya's standard service hours are 08:00 to 17:00 Monday through Friday local time (the time in the time zone of the customer location where services are being provided), excluding Avaya designated holidays. Services will be provided during Avaya's standard service hours.
- **3rd Party Security Certificates:** Unless otherwise stated in this SOW, installation of 3rd party security certificates are not included in the scope of this project.
- **3rd Party Software Co-Resident with Avaya Software:** Any 3rd Party software needed on the servers that run Avaya software, will need to be installed post-implementation and will be the responsibility of the Customer or the 3rd Party Vendor.

4.2 911inform Location Discovery Solution (911inform LDS) Assumptions

- **Service Delivery:** Services included within projects are always designed and priced to occur over consecutive days. The Project Team has some discretion within these matters but has limitations regarding resource commitments over weekends and holidays. It is strongly suggested that these types of requirements are reviewed prior to project commencement. All project changes thereafter will be addressed through the Change Management Process.
- **Cutover:** Avaya will notify Customer in advance of each planned cutover. If during the project rollout a service effecting issue is identified, Avaya will notify Customer.

4.3 Project Delays

Any Customer delays will be managed through the Change Management Process.

5: Customer Responsibilities

5.1 General Customer Responsibilities

- Customer agrees to include Section 2, Scope of Services, Section 4, Assumptions and Exclusions, Section 5, Customer Responsibilities, and the "Third Party Terms" referred to in Section 7, Third Party Terms, sections of this SOW, as well as any other terms hereof requiring End Customer action or inaction or verification, in its agreement with the End Customer and agrees to obtain the End Customer's binding contractual agreement to such terms. Customer agrees to ensure the End Customer fulfills any required action, inaction, or verification set forth in this SOW.
- Customer is responsible for the registration of the product, onboarding the solution into the Global Registration Tool ("GRT"), and correction of the customer maintenance records to ensure any product components, no longer required, are removed from the customer's records.
- Servers targeted for integration must be attached to a network and outbound traffic should be allowed unmolested from Gateway device on specified TCP/UDP ports.



- For internal networked systems, Customer/End Customer network must support the increased network load.
- Ensure key stakeholders participate in project kickoff meeting.
- Unless otherwise agreed, Customer/End Customer shall prepare and execute the user acceptance test (UAT) plan.
- For voice over Internet protocol (VoIP) solutions, Customer/End Customer network must support the increased VoIP traffic load.
- Customer is responsible for any required IP Office programming for 911inform integration and the trunk and station configuration for e911 integration and testing.

5.2 Customer/End Customer Responsibilities (911inform LDS)

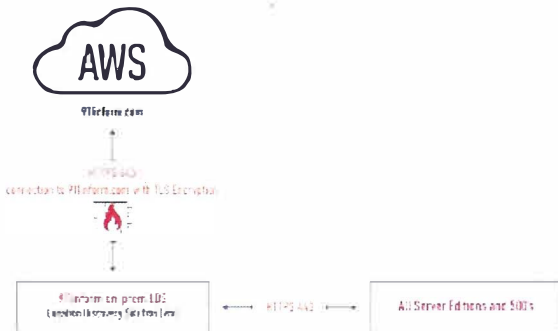
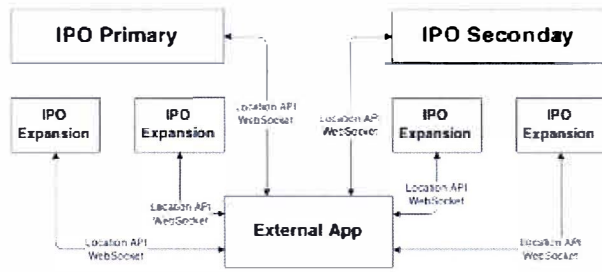
Module 1: 911inform LDS

- Needed Per PBX
 - End Customer must provide at least 2 End Customer extensions off each phone system to allow for 911inform testing
- Needed Per Endpoint
 - Name of individual that the endpoint is assigned to
 - Extension number
 - Cellular phone number and/or email based on preferred contact method for updating location
- Users to be alerted of 911 calls
 - Determine who will receive the alerts for 911 calls
- At least 1 DID per physical address
- To provide near-instantaneous location updates to the PSAP, emergency calls must be processed through 911inform's direct Bandwidth connection. To implement this on the PBX, emergency calls must be translated to instead route to a provided 10-digit number. The most common example of this will be routing 911 to instead go to the provided 10-digit number but can also include other emergency codes or if there is a trunk access digit such as 8911. These calls will still route out via existing telco whether that be PRI or SIP.
- End Customer is responsible for initial provisioning of endpoint locations.
- Configuration of firewall rules for outbound connection if required
- Virtual or Dedicated Server Requirements



| Component | Quantities | | |
|-----------------------|-------------------|--------------------|-----------------|
| Extensions | 0-5000 | 5001-20,000 | > 20k |
| RAM | 8 GB | 12 GB | 16 GB |
| CPUs | 4 | 6 | 8 |
| Hard Disk (GB) | 100 | 100 | 100 |

- Supported Linux OS:
 - Ubuntu 18.04 (Supported with Extended Security Maintenance)
 - Ubuntu 20.04
 - Ubuntu 22.04
 - RHEL8+
- Supported Window OS:
 - Server 2016 (requires extended support from Microsoft)
 - Server 2019
 - Server 2022
- IP ranges for each location
- Configuration to the Avaya IPO R 11.X



- **Pre-Requisite Installation and Configuration of Systems - Verify that implementation pre-requisites have been met.**
 - **Telephony Systems:**
 - Installation and configuration of telephony systems will be completed prior to start of implementation based on specifications and documentation provided Avaya. This includes PBX (telephony system).
 - Verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names, and) including network diagrams. This is to properly configure connectivity to the 911inform LDS server and to the Avaya IPO.
 - **Computer systems:**
 - End Customer is responsible for all installation, configuration, and testing of the servers and personal computers to meet the specifications provided by Avaya.
- **Network Diagram:** If available, End Customer shall provide a network diagram to Avaya Project Manager.
- **Network Readiness:** For 911inform LDS, End Customer to provide a network capable of supporting data traffic. Servers targeted for integration are attached to a network with no impediments to intercommunication between the devices and TCP, RTP, UDP or IP traffic is not blocked.
- **Project Stakeholders and Contact List:** End Customer individuals will have thorough understanding of business requirements and technical environment.



- **Questionnaires:** End Customer will verify and complete the necessary forms and questionnaires provided by Avaya. These forms are strictly for gathering the data that will need to be included in the 911inform LDS system and will be defined by the Project Managers during the periodic calls.
- **Remote Access:** Ensure that GoToMeeting, RingCentral, Skype for Business, WebEx or some other form of remote access is available for remote access to configure the 911inform LDS software. Remote control of a PC can be strictly controlled by End Customer security personnel to retain control of system access. Using the methods offered above allows for the best methods of support from Supplier to End Customer and is the Supplier standard for support. Unsupervised support through VPN access is not something that is offered by Supplier. Ongoing support is provided the same way. If there is a need for remote access to the 911inform LDS applications, the administrator on End Customer side would contact Supplier support and a link would be provided by Supplier support to End Customer to one of the screen-sharing applications listed above.
- **Access to Network:** End Customer will provide access to all parts of network that are within the scope of this Project. Network access will only be used to perform the activities described in this SOW.
- **Database Preparation:**
 - Provide IP Ranges and associated zones for this implementation. A template for this information will be provided to End Customer by the Supplier project manager.
 - Verify and arrange for installation of equipment provided by Supplier, including connectivity, if applicable.
- **Testing**
 - Provide on-site representation to support local testing at each of the locations.
 - Acceptance Testing - Detailed acceptance testing, e.g. User Acceptance Testing (UAT), is the responsibility of End Customer to develop and perform.
 - Testing will be performed with an onsite End Customer representative at each of the locations. Testing will include notification of onsite designated personnel via 911inform LDS when an emergency call is dialed; call termination to Emergency Operator (PSAP) with proper location information delivered; and data provided from End Customer properly imported to the 911inform LDS interface, and correct location identification of caller to local PSAP.
 - Avaya and Supplier will require both parties to sign an acceptance certificate or other document evidencing acceptance, provided that End Customer has in fact accepted services or products.
- **Training**
 - End Customer to provide knowledge transfer/training participants access to meeting web application since this is remote web-based training End Customer is not required to have a training room to be setup. This would be for admin training on the 911inform LDS application.
 - Attend remote administrative training (2 hours) of End Customer personnel to access the system, logging in, managing users, and system maintenance such as start-up, shut down and backup. Additional training hours can be requested as needed by End Customer.



- **Cutover Support:** Work with Avaya and Supplier to establish trouble-reporting procedures and logistics for use in connection with Supplier cutover support, if applicable.
- **Existing Equipment:** End Customer is responsible for existing equipment unless equipment falls under the Supplier annual support services description.
- **Project Completion:** Review completed installation worksheets and sign the Project Closure / Project Acceptance Form on request from Avaya.



6: Price, Invoicing

6.1 Pricing

The total price for the scope of Services and deliverables to be provided under this SOW is \$38,704.95 and is provided in quote **PUS702G83W** and Attachment 2.

Travel and Living Expenses

Avaya anticipates all work will be performed remotely. If on-site support becomes necessary as agreed to by the parties, travel and living expenses will be invoiced at cost, and in accordance with the Avaya travel policy.

Subscription Term:

Subscription term is 36 months starting from the completion of the installation of 911inform LDS Server and one successful 933/911 test with correct device location information ("Subscription Term"). The Subscription Term will not renew automatically once it terminates.

Subscription Invoicing Terms

Invoicing Terms: 911informLDS

Year 1 LDS:

Avaya will invoice Customer for the Year 1 LDS Subscription and Maintenance Fee as outlined in Attachment 2 on the completion of the installation of 911inform LDS Server and one successful 933/911 test with correct device location information.

Year 2 LDS:

Avaya will invoice Customer for the Year 2 – LDS Subscription and Maintenance fee as outlined in Attachment 2 at the anniversary of the Year 1 of Subscription Term.

Year 3 LDS:

Avaya will invoice Customer for the Year 3 – LDS Subscription and Maintenance fee as outlined in Attachment 2 at the anniversary of the Year 2 of Subscription Term.

Professional Services Invoicing Terms

Notwithstanding any provision in the Agreement to the contrary, all professional services will be invoiced in the amounts and in accordance with the milestone events set forth in the table below.

Milestone Billing

Unless otherwise stated in the Agreement, Avaya will invoice Customer for Professional Services as follows:



| APS Value | Default Billing Plan | Milestone / Project Stage |
|------------------|----------------------|------------------------------------|
| ≥\$2.5K to \$50K | 50% / 50% | Order Receipt / Project Completion |



7: Third Party Terms

This SOW describes certain Third-Party Products and/ or Third-Party Services (each as defined below) that you may elect to purchase from Avaya. The Third-Party Products and Third-Party Services are provided subject to the additional terms and conditions in effect as of the date of your order, which are located at <https://support.avaya.com/copyright> or its successor site under the applicable product or service name (the “Third Party Terms”). You agree to be bound by and abide by these Third-Party Terms. Avaya’s aggregate liability for Third Party Products and Third-Party Services is limited to direct damages and will not exceed the amount of the fees you paid to Avaya for the applicable Third-Party Product or Third-Party Service in the 12 months preceding the event giving rise to the claim. “Third Party Products” means any product made or provided by a party other than Avaya, including: (i) products ordered by Customer from third parties;(ii) products provided by Avaya that are recognizable as standalone items, and;(iii) products identified as separate items on Avaya’s price list, quotes, order specification forms or documentation. “Third Party Services” means any non-Avaya branded service provided under your agreement with Avaya or an Avaya partner.

8: Term and Termination

8.1 Term

Unless earlier terminated as provided herein, the term of SOW terminates upon Avaya’s completion of its obligations under this SOW.

8.2 Termination

The SOW shall terminate upon sixty days’ notice of the termination of 911 Inform LLC’s license under that certain RapidSOS Master Service Agreement between RapidSOS and 911 Inform LLC, effective as of August 26, 2019, as such agreement may be amended or replaced from time to time. This is specific to NG911 Location Services powered by RapidSOS. In the event that SOW and or NG911 Location Services powered by RapidSOS are terminated under this SOW, Customer/End Customer will be required to pay in full for all fees owing up until the date of termination of this SOW or NG911 Location Services powered by RapidSOS.

9: First Call Terms

Avaya will provide support services for the Subscription Term. The End Customer will log support tickets for any fault or service interruption of the 911 Inform Service with Avaya. Avaya will be End Customer’s first point of contact and will create the End Customer support ticket. If necessary, Avaya will engage 911 Inform LLC to provide support under 911 Inform ‘Support Plan,’ which can be found at <https://support.avaya.com/copyright>, and Avaya will manage 911inform LLC resolution of the support ticket.

10: Acknowledgement



| | | | |
|-------------------------|----------------------------|--------------------------|------------------------------------|
| Customer Contact | Tammy Swank | Project Code / PT | 245LE1061 / CAV0057313 v1 |
| Phone | (800) 790-2029 | OTN/Case | 0003900502 / 01159982 |
| Email | tammy.swank@scansource.com | Quote Number(s) | PUS702G83W, PUS702GMCR, PUS702GMCT |

This Statement of Work is subject to the terms and conditions of the distributor agreement between Avaya LLC and ScanSource, Inc. dba ScanSource Catalyst executed on August 16, 2002 including any amendments (the Agreement). Capitalized terms will have the meanings given in this document or in the Agreement. In the event of a conflict between this SOW and the terms of the Agreement, SOW will take precedence over the terms of the Agreement solely with respect to the engagement described in this SOW.

By Customer's signature or electronic authorization of this SOW, Customer acknowledges that it has reviewed and agreed to this SOW and caused this SOW to be executed by its duly authorized representative with the intent to be legally bound, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by Avaya. The effective date is, in the case where manual signature is required, the date on which the last party signs this SOW, or otherwise the date that Avaya makes available or provides the order confirmation to Customer (both "SOW Effective Date").

The Services being ordered in this SOW are the entirety of the transaction which is independent in terms of acceptance, payment and warranty commencement from any other concurrent or future orders which you may place on Avaya.

Attachment 1: Change Management Request Approval Form

Change Management Request Approval Form

| | | | | |
|---------------------------------------|----------------------|--------------------------------|----------------------------|---------------------------|
| Change Request Control Number: | | Original Contract Date: | Date Issued: | |
| Customer: | | Project Code: | Quote Number(s): | User Organization: |
| Customer Address: | | City: | State: | Zip: |
| Date Requested: | Requested By: | Requestor Phone: | Requestor Email: | |
| Date Required: | Site Contact: | Site Contact Phone: | Site Contact Email: | |



| Impact Assumption: | | | | | | | | | |
|--------------------------------------|-----|-------------|-----------------------|-------------------|-------|--------------------------------------|--------------------------|----|--------------------------|
| Synopsis of Requested Change: | | | | | | | | | |
| Material Code | Qty | Description | Equip. Cost/Li c. Fee | Installation Cost | Total | Post Warranty Service Charge Removed | | | |
| | | | | | | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Estimated Tax \$ | | | Estimated Shipping \$ | | | Estimated Total \$ | | | |

Supporting Documentation Attached?

| | | | | | | | | | | | |
|--|--|--|------------------------|--|--|-----------------------------|--|------------------------|---------------------------|--|--|
| Change Approval/Disapproval | | | | | | | | | | | |
| Final Disposition: | | | Approve Request | | | Future Consideration | | | Disapprove Request | | |
| Customer/Title: | | | | | | Phone Number: | | E-mail Address: | | | |
| Customer Signature: | | | | | | Date Signed: | | | | | |
| Assistant Contract Mgr/Sales Mgr: | | | | | | Phone Number: | | E-mail Address: | | | |
| Assistant Contract Manager/Sales Manager Signature: | | | | | | Date Signed: | | | | | |
| Provisioning Project Owner: | | | | | | Phone Number: | | E-mail Address: | | | |
| Provisioning Project Owner Signature: | | | | | | Date Signed: | | | | | |
| Project Management Disposition: | | | | | | | | | | | |

Attachment 2: Pricing





| Part | Description | Quantity/Units | Extended Discounted Price |
|------------------------------------|--|----------------|---------------------------|
| Initial Setup | Software Configuration and deployment on customer provided server (virtual or physical) | 1 | \$4,820.03 |
| 911inform Implementation Resources | Implementation and setup of dispatchable location architecture as defined. | 650 | \$4,482.61 |
| Avaya Professional Services | Project Coordinator | | \$4,903.14 |
| | Implementation Fee | | \$14,205.78 |
| Software Subscriptions | | | |
| Part | Description | Quantity/Units | Extended Discounted Price |
| 911inform Base Package | Cloud based application subscription, includes 20 ECRC Calls per year and software maintenance. Required per organization. | 1 | \$5,300.89 |
| End Point User Licenses | Track and monitor all 911 activity from any connected device. 1 license required per endpoint. | 650 | \$4,800.74 |
| | Year 1 Subscription and Maintenance Fee | | \$10,101.63 |
| | Year 1 Total | | \$24,307.41 |

| Year 2 - LDS | | | |
|--|--|----------------|---------------------------|
| Software Subscriptions (Year 2) | | | |
| Part | Description | Quantity/Units | Extended Discounted Price |
| 911inform Base Package | Cloud based application subscription, includes 20 ECRC Calls per year and software maintenance. Required per organization. | 1 | \$5,300.89 |
| End Point User Licenses | Track and monitor all 911 activity from any connected device. 1 license required per endpoint. | 650 | \$4,800.74 |



| | | |
|--|--|--------------------|
| | Year 2 Subscription and Maintenance Fee | \$10,101.63 |
|--|--|--------------------|

Year 3 - LDS

Software Subscriptions (Year 3)

| Part | Description | Quantity/Units | Extended Discounted Price |
|-------------------------|--|----------------|---------------------------|
| 911inform Base Package | Cloud based application subscription, includes 20 ECRC Calls per year and software maintenance. Required per organization. | 1 | \$5,300.89 |
| End Point User Licenses | Track and monitor all 911 activity from any connected device. 1 license required per endpoint. | 650 | \$4,800.74 |
| | Year 3 Subscription and Maintenance Fee | | \$10,101.63 |