



**County of Solano
Standard Contract**

For County Use Only
CONTRACT NUMBER:
(Dept., Division, FY, #)

BUDGET ACCOUNT:
1871

SUBJECT ACCOUNT:

1. This Contract is entered into between the County of Solano and the Contractor named below:

ConvergeOne

CONTRACTOR'S NAME

2. The Term of this Contract is:
June 25, 2019 to June 24, 2024

3. The maximum amount of this Contract is:
\$2,137,349.54

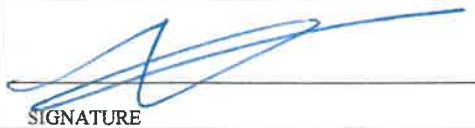
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

This Contract is made on June 11, 2019.

CONTRACTOR	COUNTY OF SOLANO
ConvergeOne	
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE
	CIO
SIGNATURE	TITLE
Stephen Monteros, Vice President	675 Texas Street, Suite 3700
PRINTED NAME AND TITLE	ADDRESS
10900 Nesbitt Avenue South	Fairfield CA 94533
ADDRESS	CITY STATE ZIP CODE
Bloomington Minnesota 55437	Approved as to Content:
CITY STATE ZIP CODE	
	DEPARTMENT HEAD OR DESIGNEE
	Approved as to Form:
	
	COUNTY COUNSEL

Rev. 1/25/12

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

EXHIBIT A
SCOPE OF WORK

1. Contractor shall perform those services specified here. Contractor's services are described in various attachments and exhibits, each of which is incorporated into this Contract by this reference which define and describe the Project to be undertaken by Contractor. County has materially relied upon the representations of Contractor as may have been made in County's selection of Contractor for this Project. Contractor agrees to perform or secure the performance of all specified services in their entirety within the maximum payment specified.

The Scope of Services includes the following document:

- a. Contractor's Statement of Work for the Project, entitled Unified Communications Upgrade attached as Exhibit A-1.

County of Solano

Project Name: Unified Communications Upgrade

Adam Eisenberg – Account Manager, Public Sector
Lon Cameron - Solutions Engineer

General Terms

Terms: This SOW is a component part of Sales Quote or Master Agreement Rider and is governed by the terms and provisions of Master Sales Agreement ("Agreement") between ConvergeOne and County of Solano. The County of Solano agrees to purchase, and ConvergeOne agrees to provide certain services and deliverables ("Services") as defined in this SOW, subject to the terms and conditions that follow.

Change Management: In the event that it may become necessary to amend this SOW, this change management process shall apply. Prior to any work being completed, the initiator provides the Change Request Form to the ConvergeOne and County of Solano Project Managers to review and approve. Both Parties' Project Managers must sign off on the Change Request Form in order for the change request to be binding. Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request Form and those set forth in the original project, or previous fully executed Change Request Form, the terms and conditions of the most recent fully executed Change Request Form shall prevail.

Professional Services: ConvergeOne will provide Professional Services on a fixed price basis. Project items required for project completion identified as out-of-scope will be managed through the Change Management process defined within this SOW.

Bill of Materials: ConvergeOne will provide County of Solano with a Solution Summary that contains an itemized list of Products required for this project. If County of Solano decides not to purchase the Products from ConvergeOne, County of Solano must provide hardware that meets minimum hardware specifications per Cisco standards. ConvergeOne agrees to install and configure software on said hardware after performing a specifications review and certifying that the hardware meets the aforementioned minimum standards.

Travel Policy: Travel and reasonable living expenses will be billed monthly on an actual cost basis in accordance with IRS approved rates. Items to be considered travel expenses include; Air travel, Transportation, Lodging, Meals. ConvergeOne will make reasonable effort to minimize travel expenses and will work closely with the County of Solano to ensure sufficient time is built into the project schedule to maximize efficiency when scheduling site visits.

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Project Summary

County of Solano is upgrading their existing Cisco Unified Communications 9.1 environment with an upgrade on new servers to Unified Communications version 12.5.

The existing features and functionality will remain with no new feature functionality being added, with the exception of the CAD (Cisco Agent Desktop) to Finesse (Web Based) migration. The existing environment consists of C210 M2 UCS servers and will be replaced with Cisco BE7000M - M5 servers.

Project Scope

Application Maps can be referenced in Exhibits B and C. The software and licensing for this upgrade will be provided by County of Solano through the Cisco Product Upgrade Tool (PUT) and Smart Account license. ConvergeOne will provide guidance for PUT and Smart License Account requirements.

Solution Components

The following upgraded software versions reflect the most recent minor or “dot” release of software at the time of upgrade. Major release changes can be covered through a Change of Scope.

Solution	Current Version	Upgraded Version
Unified Communications Manager	9.1.2	12.5.1
Unity Connection	9.1.2.	12.5.1
IM & Presence	9.1.2	12.5.1
CER	9.0.2	12.5.1
Unified Contact Center Express	9.0.2	12.0.1
QM (Cisco Version)	NA	11.5.1 ES (for UCCX 12.X support)

Upgrade Type

The existing environment resides on Cisco UCS C210 M2 servers, this upgrade will consist of a migration upgrade with new versions of the application residing on new server hardware.

To move production to the new server and system platforms, the below tasks must be completed.

- Change the option 150 IP address in the DHCP scope for end users IP Phone devices. This will point the phones to the new servers once they are rebooted and get the new option 150 address.
- Re-configure voice gateway devices to communication with the new Communication Manager systems

While the above applications offer many features, not all features available will be programmed for the installation of the applications to be determined complete. ConvergeOne will program the application to the guidelines set above. Additional features not specifically mentioned in this document will be considered “out of scope” and change management procedures will be required to implement.

Professional Services

Based upon resource availability, projects may begin 2-4 weeks after receipt of an executed SOW and valid purchase order. Project Management will be provided by ConvergeOne throughout the project.

Planning Workshop

- Review of existing feature functionality vs End state feature functionality.
 - UC Application system functionality and operational change review.
- Architectural review with County of Solano IT staff
- County of Solano change management and impact.
 - Discussion of business unit and user collateral requirements / messaging

Note, this workshop is limited to (2) Sessions not to exceed a total of 4 hours. Sessions will be performed via WebEx

Call Center Business Unit Workshop

- Review of existing feature functionality with Call Center supervisors and managers
- Review of new Finesse feature functionality with Call Center supervisors and managers
- Review of Finesse layout and CAD feature replacement
- Review of migration process and business impact to end state goal
- Meet with IT department to review requirements, dependencies and Call Center system impact
- Meet with Call Center supervisors and managers to determine impact to Call Center business unit.

Note, this workshop is limited to (2) Sessions not to exceed a total of 4 hours. Sessions will be performed via WebEx

Cisco Business Edition 7000 Servers (BE7K) – Installation and Configuration

Section Detail

The Cisco UCS appliances are the physical Cisco UCS hosts for the virtual voice applications.

1. Configure (2) BE7K appliances in the Primary and backup County of Solano data centers.
2. Register and apply any required licensing
3. Ensure appliances are running proper firmware versions for compatibility with other components of this solution. Perform firmware upgrades where required.

4. Configure the Cisco Integrated Management Controller (CIMC) for standalone management of the appliances.
5. Configure VMware vSphere ESXi for standalone management; vCenter integration is not included.
6. Configure appliances and VMware vSphere ESXi hypervisor based on Cisco's "UC on UCS" best practices. This includes proper disk and network configurations.

This deployment represents a UCS Tested Reference Configuration (TRC) and has full support through Cisco TAC.

Customer Assumptions

- Provide space in data center racks for server
- Provide power and network connectivity
- Provide IP addresses for system configuration.
- Provide Network Time Protocol (NTP) services for time synchronization.
- Provide Domain Name Services (DNS) for name resolution
- Provide on-site resources
- Server installation, Rack and Stack and network connectivity to be completed by County of Solano

Cisco Unified Communications Manager (CUCM) Upgrade

Section Detail

CUCM will act as the core of the infrastructure where all endpoints will register and be managed. CUCM will also provide call routing and an integration point for the other components of the solution. The following outlines the services to be delivered during this phase as a part of the CUCM Upgrade. All Cisco products will connect directly to Cisco for smart licensing.

ConvergeOne will perform the following below items

- Upgrade two (2) CUCM nodes from 9.1.2 consisting of one (1) Publisher and one (1) Subscriber(s) on UCS C-series Chassis.
 - Run backups prior to the upgrade
 - Upgrade CUCM Publisher to 12.5.X
 - Upgrade up to one (1) CUCM Subscriber to 12.5.X
 - Configure up to one (1) smart account for 12.X
 - Verify database replication status of two (2) in real time monitor
 - Test and Verify internal and external calling
- Configure and Setup two (2) additional CUCM Subscribers

Customer Assumptions

As a part of this service, the Customer's responsibilities include the following:

- Provision network and network services including DNS, NTP and SMTP.
- Provision Dynamic Host Configuration Protocol (DHCP) services for IP phone configuration.
- Provision Secure File Transfer Protocol (SFTP) services for application backups.
- Provision QoS in the environment

Cisco Unity Connection (CUC) Upgrade

CUC provides the voice and unified messaging capabilities of the solution. CUC will also provide automated attendants and dial-by-name directories. The following outlines the services to be delivered during this phase as a part of the CUC Upgrade. All Cisco products will connect directly to Cisco for smart licensing.

- Upgrade two (2) CUC nodes from 9.1.2 consisting of one (1) Publisher and one (1) Subscriber on UCS C-Series Chassis.
- Run backups prior to the upgrade
- Upgrade one (1) CUC Publisher to 12.5.1
- Upgrade one (1) CUC Subscriber to 12.5.1
- Configure up to one (1) Smart Account for 12.X
- Verify database replication status of two (2) in real time monitor
- Test and Verify voicemail
- Test and Verify MWI

Customer Assumptions

As a part of this service, the Customer's responsibilities include the following.

- Provision network and network services including DNS, NTP and SMTP.
- Provision Secure File Transfer Protocol (SFTP) services for application backups.
- Provide a Smart Account to 12.X licensing

Cisco Instant Messaging and Presence (IM&P) Upgrade

IM&P will act as the instant messaging and presence engine. IMP will provide features such as user status and communication capabilities to Jabber clients. The following outlines the services to be delivered during this phase as a part of the IMP Upgrade. All Cisco products will connect directly to Cisco for smart licensing.

- Upgrade two (2) IMP nodes from 9.1.2 consisting of one (1) Publisher and one (1) Subscriber on a UCS C-series Chassis.
- Verify disaster recovery location
- Verify and run backups prior to the upgrade
- Upgrade up to one (1) IMP Publisher to 12.5.1
- Configure up to one (1) Smart Account for 12.X
- Verify database replication status of two (2) in real time monitor
- Test and Verify instant message and presence chat
- Configure Softphone and call control feature functionality for 10 clients

Customer Assumptions

- Provision network and network services including DNS, NTP and SMTP.
- Provide Secure File Transfer Protocol (SFTP) services for application backups.

Out of Scope

- Features such as, but not all inclusive, federation, persistent offline chat, message archival are out of scope
- Deploying Jabber mobile client
- Deploying Jabber desktop client
- Deploying Jabber Tablet

Cisco Emergency Responder (CER) Installation and Configuration

CER provides location, alerting and reporting functionality, which will be integrated with enhanced 9-1-1 services as a part of the solution. The following outlines the services to be delivered as a part of the CER implementation.

1. Upgrade one (1) primary and one (1) secondary CER node(s) on independent VMware ESXi hosts. This configuration will result in a highly-available CER cluster configuration.
2. Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the UCS servers on which they are deployed.
3. CER will be installed using software version 12.5.1
4. Configure integration with CUCM.
5. Migrate existing CER configuration database including Zone and source information.
6. Existing zone source is based on IP Subnet, existing IP subnet information will be used.

Design Assumptions:

1. CER will be upgraded to the proper software version for compatibility with other components of this solution.
2. Standard VMware OVA templates provided by Cisco will be used to properly size the virtual machines for the UCS servers on which they are deployed.

Customer Assumptions:

1. Provision network for read only SNMP community string.
2. Provide PSTN connection with and all screening tables removed.
3. Provide required DIDs for 911 call-back.
4. Provide suitable computers for all alerting consoles in scope.

Out of Scope:

1. Configuration of SNMP Community strings.
2. Loading of Alerting console on client computers.

Cisco Unified Contact Center Express (UCCX) upgrade

Parallel upgrade of UCCX on new hardware.

- Upgrade existing Cisco UCCX Express 9.0.2 to 12.0.1. (400 agent OVA)
 - Migration from CAD (Cisco Agent Desktop) to Finesse (See CAD to Finesse section)
- Up to (200) named agents.
- No changes to existing call flow structure.
- No DB Dip or Screen pop
- Upgrade will be performed to limit gap in UCCX reporting data

CAD to Finesse Migration

The existing 200 agents that reside on CAD will be migrated to Finesse.

- Up to fifty (50) wrap-up, not ready and logout reason codes (combined)
 - All existing wrap up codes are to be available in the new system
- Up to three (3) Phone books
- Up to one (1) Finesse Agent layout and (1) Supervisor layout
 - Additional Layout can be added via change order process
- Up to five (5) teams configured for appropriate wrap-up, reason codes, and phone books

Cisco's CUI Reports and Dashboards replace the Real Time Displays offered in Cisco Supervisor Desktop.

Note: Any custom buttons, keystroke macros, or screen pops are specified separately and not included in the migration design hours.

While the above applications offers many features, not all features available will be programmed for the installation of the applications to be determined complete. ConvergeOne will program the application to the guidelines set above. Additional features not specifically mentioned in this document will be considered "out of scope" and change management procedures will be required to implement.

Cisco AQM

New deployment of Cisco Call Recording (CR) on new server hardware

- Install and setup Cisco Call Recording 11.5.1 ES with up to Two Hundred (200) agents to be recorded (Audio only)
- The County of Solano will be responsible for Windows Server and SQL base system installation (see requirements below).
- Retention is limited by storage and based on existing drive allocation.
- Phone BIB (built-In call conference bridge) will continue to be used for recording

Special Considerations / Instructions / Responsibilities

- County of Solano will be responsible for the necessary Windows Server and SQL licensing.
 - Windows Server 2008 R2, 2012 R2 (64-bit) and 2016 (64-bit)
 - Microsoft 64-bit SQL Standard Server 2012, 2014, and 2016
- CR recording servers will reside in the County of Solano primary datacenter location only

Cisco Voice Gateway Configuration

The voice gateway(s) provide the connectivity between the collaboration infrastructure and service provider to facilitate off-net voice calling. The following outlines the services to be reconfigure the voice gateways to function correctly with the CUCM design changes.

1. Ensure router is running the proper software version for compatibility with the other components of this solution.
- 2.

No Voice Gateway configuration tasks are included in this project

Customer Assumptions:

1. Provision network and network services including DNS, NTP and SMTP.
2. County of Solano to perform Voice Gateway / Router OS upgrade to versions reflected in the appendix section.
3. County of Solano to perform Voice Gateway configuration changes to register to new CUCM addressing
4. Configure and setup PSTN voice gateways

Cisco Analog Voice Gateway (VG) Installation and Configuration

The analog voice gateway(s) provide the connectivity for analog devices including phones, modems and faxes. The following outlines the services to be delivered during this phase as a part of the analog voice gateway implementation.

No Voice Gateway configuration tasks are included in this project.

Customer Assumptions:

1. Provision network and network services including DNS, NTP and SMTP.
2. Provide and terminate cross connects to analog blocks, ports and/or devices.
3. Physically install in a customer provided rack or cabinet.
4. Analog tone and tag functions
5. Configure and test new / existing analog gateway devices.

Note, existing analog gateway or ATA devices may not be supported on CUCM 12.5

End User Update Training

The below training will be provided. All training will be provided over one (1) consecutive day.

UCCX Onsite Train the training

There is no end user training included in this project scope, it is recommended that County of Solano add Train the trainer UCCX training sessions to the project via change order process.

Not included, recommended user training below:

Recommended onsite training to be completed over single 1 day window.

1. Finesse Agent training (up to 10 students per class) - one (1) one (1) hour class
2. Finesse Supervisor training (up to 5 students) one (1) one (1) hour class
3. CUIX Supervisor training (up to 5 students) one (1) one (1) hour class

Launch to Production

The production launch support of the County of Solano solution is defined as follows:

Cutover	Location	# ConvergeOne Onsite Resources	Days Onsite
1	Solano, CA	1 (VSE) 1 (UCE)	Up to 1

Day 1 launch support will be provided during Normal Business Hours by onsite and/or remote resources.

“Normal Business Hours” is defined as: Monday through Friday, 730am-5pm Pacific time. Should additional support be required, these services will be managed via the Change Management process.

Project Assumptions

1. The pricing and deliverables description contained within this quotation represents ConvergeOne understanding of the overall County of Solano requirements at this time. Should additional discussion reveal additional complexity or effort, ConvergeOne may adjust the pricing with customer’s written approval in the form of a change order.
2. All estimated costs in this project assume a continuous work effort. Delays due to the unavailability of equipment, software, key personnel, client resources, or resolution of client assigned issues are not within the direct control of ConvergeOne are subject to a change request.
3. County of Solano will provide ConvergeOne engineers remote VPN access to solution components, prior to ConvergeOne arrival onsite, via terminal services or similar tool, and in compliance with County of Solano security policies.
4. County of Solano will provide ConvergeOne personnel with the following:
 - a. Direct connection to all solution components, allowing different access methods (such as SSH, SFTP, HTTP, RDP and supplementary services like softphone registration and client access).

- i. Lack of direct access can significantly increase the work effort on certain components, as well as extend the project schedule. If direct access to components is not provided, the project team will assess an uplift charge for the affected components. The uplift charge is estimated to be 10% or more of the total Professional Services cost. This will follow the Change Management process.
 - b. Access to County of Solano project personnel.
 - c. High-speed Internet access for onsite resources.
- 5. County of Solano will be solely responsible for all necessary Active Directory OU administrative authority and will work with ConvergeOne deployment personnel for any required Active Directory changes.
- 6. County of Solano will be responsible for Unified Communications Manager solution requirements beyond the standard upgrade tasks.
- 7. The Cisco software applications in the upgrade environment will comply with the Cisco compatibility matrix information.
- 8. County of Solano will provide the upgrade software and licenses through Cisco PUT (Product Upgrade Tool).
- 9. ConvergeOne will assist County of Solano with registration of all SWSS applicable software with Cisco Systems. County of Solano must register SWSS software with Cisco in order to obtain application software upgrades. The County of Solano Cisco Connection Online (CCO) ID must be used for this registration.
- 10. County of Solano will provide IP addressing and hostname information for all upgrade components to ConvergeOne at the commencement of this project.
- 11. CUCM will have Internet access for licensing access to cloud licensing service.
- 12. County of Solano will perform client software updates.

Out of Scope Items

1. New feature functionality beyond UCCX (Cad to Finesse) section in this scope
 2. Items not specifically identified as in-scope.
 3. Email or chat based agents
 4. Non UC Virtual Machines (Example - Domain Controller) that are not listed in the solution components section
 5. Configure basic toll-fraud security settings
- Note: There will be a possible gap in historical data, however ConvergeOne will make every reasonable effort possible to minimize or eliminate said gap.

Project Deliverables

Plan & Design Phase Deliverables	Explanation
Initial Project Plan	The initial project plan will define the dates and deliverables required through the Plan and Design Phases.
Kick Off Presentation	Presentation to introduce the ConvergeOne and County of Solano teams as well as the project overview.
Communication plan and Contact List	Document to formalize the communication plan throughout the project as well as all parties contact information.
Updated Project Plan	Following the Design Phase, the plan may be updated to reflect the implementation tasks and production schedules.
Implement Phase Deliverables	Explanation
Upgrade Task List	Detailed list of tasks to be performed in order to complete a successful upgrade of the deployed solution.
System Test Plan	The System Test Plan identifies the testing that will be conducted to validate the components are all correctly integrated and failover properly.
Validation Completion Certificate	The Validation Completion Certificate signifies the completion of all deliverables associated with the Implementation phase. All design documents will be modified to reflect the final as-built documentation. Once completed, this allows the solution to be launched into production.

Operate Phase Deliverables	Explanation
Project Completion Certificate	The Project Completion Certificate signifies the end of the deployment project and transitions the project to the Support Center. County of Solano sign-off of the Project Completion Certificate is required for transitioning the solution to the Support Center and officially closing the Deployment project.

Project Completion

Upon completion of the services described in this SOW, ConvergeOne shall provide County of Solano with a Project Completion Certificate (PCC). Upon delivery of the PCC, County of Solano has Thirty (30) working days to review and sign the PCC. Signing of the PCC, or County of Solano's failure to respond within the designated Thirty (30) day period, signifies the completion of the project. In order to refuse acceptance of the Services performed, County of Solano must both indicate non-acceptance on the PCC and provide written notification to ConvergeOne, within the Thirty (30) day period noted above, describing why County of Solano has not signed the PCC. ConvergeOne shall have up to thirty (30) days after the receipt of such notice to correct the error given it is within ConvergeOne's scope and control to do so. Such time period to correct the error may be extended by mutual consent.

Attachment A

Project Methodology

ConvergeOne utilizes a phased approach for solution implementations, as detailed in this section. At the end of each phase, ConvergeOne and County of Solano will sign the appropriate documents as described in the deliverables section of this Statement of Work, signifying acceptable completion of the phase. Upon signature of these documents, ConvergeOne will initiate the next project phase.

The following tables are an example of the standard set of activities to be completed by ConvergeOne and the County of Solano. Not all of the items listed below are applicable to every project.

Plan & Design

The Plan & Design phase is the project initiation phase which defines project methodology and deliverables. In addition, the Plan & Design phase is where final solution requirements are determined. The following table lists the standard set of activities to be completed by ConvergeOne and County of Solano.

ConvergeOne Activities	County of Solano Role	Possible Onsite Activities
- Project Kickoff Meeting and Initial Planning session - Upgrade Task List - Project impact meeting - Identify project tasks that impact County of Solano business units. - Project Status (Ongoing) - Co-develop a Project Plan with County of Solano - Co-develop a project communication plan with County of Solano	- Review/Approve Planning documents - Sign-off on project Communication Plan - Sign-off on Plan Completion Certificate	- Kickoff and Initial Planning session - Assessments & Workshops

Phase Notes:

- County of Solano Subject Matter Experts (SMEs) will be active participants during the planning stage in order to keep the timeline of the project.
- ConvergeOne will conduct up to two (2) planning meetings with the technical groups.
- ConvergeOne will produce up to two (2) iterations of the Upgrade Task List. If County of Solano fails to accept and sign the documents after the second iteration, subsequent iterations will be managed through the Change Management process defined within this SOW.

Implement

The Implementation Phase uses the approved Upgrade Task List for the development and implementation of project requirements. ConvergeOne and County of Solano will use approved project Test Plans to determine the validity of the implementation prior to the Operate Phase.

ConvergeOne Activities	County of Solano Role	Possible Onsite Activities
• Staging (configure and ship solution) • Solution Development • Deployment • Unit testing • System availability/fail-over testing • System Integration testing • Optional Agent/Supervisor Training (As close to Cut as possible)	• County of Solano creation of User Acceptance Test Plans • Racks and connects system to network • Establishes remote access for ConvergeOne • User Acceptance testing at Cutover • Must conduct own test otherwise agree that ConvergeOne's tests are valid • UCSS Software registration with Cisco • Validation Completion and Authorization to Launch Certificate	• None required. On an "as needed" basis

Phase Notes:

- If the UCM Review is conducted and identifies issues that ConvergeOne deems likely to prevent a successful UCCX deployment, County of Solano will rectify those issues prior to solution deployment.
- County of Solano must show proof of receipt of solution hardware / software prior to ConvergeOne arriving on site.
- County of Solano is responsible for the development of any Self-Service User Acceptance. Test Plans are not created for Self-Service Applications for use by County of Solano, and therefore cannot be supplied as part of the ConvergeOne engagement. If County of Solano desires, ConvergeOne will supply an estimate for these services.
- County of Solano must provide capability for after-hours solution and volume testing with live PSTN circuits when a third party (such as Empirix & IQ Services) application is used.
- Only Cisco generated training materials will be provided to County of Solano for reproduction by County of Solano. Customized training materials are available if desired which may incur additional charges.
- All end user training will occur after the Validation Complete and Authorization to Launch Certificate has been returned to ConvergeOne. In the absence of the certificate, the solution will not be launched.

Operate

The Operate Phase will launch the solution into a production environment. This is also the final phase of the project lifecycle and will transition the project from a deployment mode to a support mode.

ConvergeOne Activities	County of Solano Role	Possible Onsite Activities
• Launch solution into production • Support Center as Single Point of Contact for County of Solano issue - County of Solano meeting for contact info • Project Completion Certificate (Signifies end of deployment project) • As-built documentation • Call with County of Solano and Support Center	• Sign-off on Authorization to Go Live Certificate • Contacts Support Center with issues	• End User Training • Launch To Production • Post cutover support

Phase Notes:

- For each production launch, ConvergeOne will be on site for up to two (2) days leading up to launch date and one (1) day post launch.
- ConvergeOne will not provide floorwalkers.
- County of Solano will engage the ConvergeOne Deployment team through the ConvergeOne Support Center after signing the PCC or after passing the signing deadline of the PCC, whichever comes first.

Security Certificates

Many Cisco applications contain self-signed certificates that are issued by the applications upon initial installation. This first becomes apparent to County of Solano s when they use a web browser to connect to the applications for the first time to administer them and see a warning about an untrusted site. County of Solano s have the option of manually adding an exception (trusting that application) and then not seeing the warning in the future, but some County of Solano s find this too intrusive for their end users, especially for applications such as Finesse and CUIC.

To avoid the warning message from appearing on first connections, County of Solano can do one of the following:

- Add the self-signed certificates from all applicable Cisco applications servers to the list of trusted certificates on each end user computer.
- Issue a certificate for each applicable Cisco application server from their own internal trusted Certificate Authority (CA), enabling automatic distribution to the trusted clients of that CA.
- Obtain public certificates for all applicable Cisco application servers, issued by a trusted external CA, such as VeriSign or GoDaddy.

Note: when connecting to a server, the URL must match either the Subject field of the certificate, or one of the Subject Alternative Names (SANs) contained within the certificate. In addition, certificates have expiration dates (generally one to ten years after the date of issuance), and County of Solano will need to renew and upload new certificates before the current ones expire.

ConvergeOne will assist County of Solano with applying signed certificates issued by a CA to all UCM servers. County of Solano will issue and provide all required certificates.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall endeavor to, within thirty days of receipt, pay Contractor for services rendered, up to the maximum amount provided for below. Each invoice must specify services rendered, to whom, date of service and the amount being charged.

Total amount of the contract shall not exceed \$2,137,349.54.

Yearly Project Costs:

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Cisco Licensing and Support	\$ 377,798.40	\$ 377,798.40	\$ 377,798.40	\$ 377,798.40	\$ 377,798.40	\$ 1,888,992.00
Contact Center Call Recording	\$ 26,000.00					\$ 26,000.00
Contact Center Call Recording 5 Year Maintenance	\$ 35,400.00					\$ 35,400.00
Cisco Server Hardware	\$ 44,443.20					\$ 44,443.20
Cisco Server 5 Year Maintenance	\$ 6,918.75					\$ 6,918.75
ConvergeOne Services	\$ 132,200.00					\$ 132,200.00
Tax	\$ 3,395.59					\$ 3,395.59
Total	\$626,155.94	\$ 377,798.40	\$ 377,798.40	\$ 377,798.40	\$ 377,798.40	\$ 2,137,349.54

See Exhibit B-1 for cost detail.

For professional services it will be paid as follows:

ConvergeOne Services Milestone Billing Schedule:

<i>Description</i>	<i>Price (U.S. Dollars)</i>
Project Milestone:	
50% Project Kick-Off	\$66,100.00
25% Upon staging of applications	\$33,050.00
15% Go-Live	\$19,830.00
10% Project Closure	\$13,220.00
Total	\$132,200.00

2. PAYMENT IN THE EVENT OF EARLY TERMINATION

In the event of early termination by County, Contractor will be paid all allowable fees and expenses that have been incurred or earned in connection with the completed and accepted performance and deliverables of the services up through the effective date of such termination.



**COUNTY OF SOLANO
REQUEST FOR QUOTATION (RFQ)**

RFQ 918-0429-19

ON-PREMISE VOICE OVER IP SYSTEM UPGRADE

SOLICITATION COORDINATOR

SUBMIT BID TO SOLANO COUNTY

VIA ELECTRONIC SUBMISSION TO THE PUBLIC PURCHASE WEBSITE AT

WWW.PUBLICPURCHASE.COM

KAREN POOLE;

KPOOLE@SOLANOCOUNTY.COM

PHONE: 707-784-6321

BID SUBMISSION DATE: 5/29/2019 AS SPECIFIED IN RFQ

BIDDER / OFFEROR INFORMATION

RELEASE DATE May 14, 2019

FIRM / COMPANY NAME: ConvergeOne

ADDRESS: 555 Ontario Mills Pkwy, Ontario, Ca 91764

CONTACT PERSON: Adam Eisenberg

EMAIL ADDRESS: aeisenberg@convergeone.com

PHONE AND FAX: 818-445-9142 FAX 651-994-6801

Item No.	Qty	Service Duration (Months)	Pricing Term			Description	Part Number	Requested Start Date -14 June -2019		Unit Net Price	Disc (%)	Extended Net Price
			Initial Term - 60.00 Months	Auto Renewal Term - 12 Months	Billing Model - Monthly Billing			June -2019	Requested End Date - 14 June - 2024			
1	1	60	1	1	Collaboration Flex Plan		A-FLEX	0.00	0.00	0.00	0.0%	0.00
2	1	60	1	1	Basic Support for Cisco Spark		SVS-SPK-SUPT-BAS	0.00	0.00	0.00	0.0%	0.00
3	3600	60	1	1	EntW On-Premises Calling Tier 2 (1)		A-FLEX-EAPL2	\$ 10.25	\$ 6.94	32.3%	\$	1,489,040.00
4	86,400	60	1	1	File Storage Entitlement		A-FLEX-FILESTG-ENT	0.00	0.00	0.0%	0.0%	0.00
5	4320	60	1	1	Cloud Device Registration Entitlement		A-FLEX-DEVREG-ENT	0.00	0.00	0.0%	0.0%	0.00
6	4320	60	1	1	Messaging Entitlement		A-FLEX-MSG-ENT	0.00	0.00	0.0%	0.0%	0.00
7	360	60	1	1	Unity Express with VoiceMail (1)		A-FLEX-CUE-VM	0.00	0.00	0.0%	0.0%	0.00
8	1	60	1	1	SRST Endpoints (1)		A-FLEX-SRST-EP	0.00	0.00	0.0%	0.0%	0.00
9	16	60	1	1	Enable GW Feature (H323-SIP) (1)		A-FLEX-EXP-GW	0.00	0.00	0.0%	0.0%	0.00
10	8	60	1	1	Enable Expressway-E Feature Set (1)		A-FLEX-EXP-E	0.00	0.00	0.0%	0.0%	0.00
11	8	60	1	1	1800 TURN Relay Option (1)		A-FLEX-EXP-TURN	0.00	0.00	0.0%	0.0%	0.00
12	8	60	1	1	Enable Advanced Networking Option (1)		A-FLEX-EXP-AN	0.00	0.00	0.0%	0.0%	0.00
13	16	60	1	1	Enable Expressway Series Feature Set (1)		A-FLEX-EXP-SERIES	0.00	0.00	0.0%	0.0%	0.00
14	7	60	1	1	Unity Express with Interactive Voice Response (1)		A-FLEX-CUE-IVR	0.00	0.00	0.0%	0.0%	0.00
15	5,040	60	1	1	Expressway Desktop Registration (1)		A-FLEX-EXP-DESK	0.00	0.00	0.0%	0.0%	0.00
16	36	60	1	1	Expressway Room Registration (1)		A-FLEX-EXP-ROOM	0.00	0.00	0.0%	0.0%	0.00
17	432	60	1	1	CUCILYNC (1)		A-FLEX-CUCILYNC	0.00	0.00	0.0%	0.0%	0.00
18	1,800	60	1	1	Jabber (1)		A-FLEX-JABBER	0.00	0.00	0.0%	0.0%	0.00
19	180	60	1	1	Expressway Rich Media Session (1)		A-FLEX-EXP-RMS	0.00	0.00	0.0%	0.0%	0.00
20	1	60	1	1	Expressway Product Authorization Key (1)		A-FLEX-EXP-PAK	0.00	0.00	0.0%	0.0%	0.00
21	16	60	1	1	Expressway Release Key (1)		A-FLEX-EXP-KEY	0.00	0.00	0.0%	0.0%	0.00
22	360	60	1	1	Communications Manager Express (1)		A-FLEX-CME	0.00	0.00	0.0%	0.0%	0.00
23	1440	60	1	1	Session Manager v12 (1)		A-FLEX-SME-12X	0.00	0.00	0.0%	0.0%	0.00
24	4320	60	1	1	Unified Communications Manager v12 License (1)		A-FLEX-P-UCM-12X	0.00	0.00	0.0%	0.0%	0.00
25	36	60	1	1	Telepresence Room v12 License (1)		A-FLEX-P-TPRM-12X	0.00	0.00	0.0%	0.0%	0.00
26	360	60	1	1	Essential v12 License (1)		A-FLEX-P-ESS-12X	0.00	0.00	0.0%	0.0%	0.00
27	4320	60	1	1	Unity Connection v12 License		A-FLEX-P-UCXN-12X	0.00	0.00	0.0%	0.0%	0.00
28	4320	60	1	1	Emergency Responder v12 License (1)		A-FLEX-P-ER-12X	0.00	0.00	0.0%	0.0%	0.00
29	720	60	1	1	Common Area v12 License (1)		A-FLEX-P-COMMON12X	0.00	0.00	0.0%	0.0%	0.00
30	1	60	1	1	On-Premises & Partner Hosted Calling SW Bundle v12 (1)		A-FLEX-SW-12X-K9	0.00	0.00	0.0%	0.0%	0.00
31	1	60	1	1	Emergency Responder SW Bundle v12 (1)		A-FLEX-12X-K9	0.00	0.00	0.0%	0.0%	0.00

CONTACT CENTER - Call Recording

Item No.	Qty	Service Duration (Months)	Pricing Term	Description	Part Number	Unit List Price	Unit Net Price	Disc (%)	Extended Net Price
32	1	60	1	CCX 12.0 Add-on Licenses	CCX-12-ADD-K9	0.00	0.00	0.00	0.00
33	1	60	1	SWSS UPGRADES CCX 12.0 Add-on Licenses	CON-ECMU-CCX12DKA	0.00	0.00	0.00	0.00
34	200	60	1	CCX 12.0 Call Recording Seat Qty 1 LICENSE ONLY	CCX-115-CR-LIC	325.00	130.00	60%	26,000.00
35	200	60	1	SWSS UPGRADES CCX 12.0 Call Recording Seat Qty 1 LICEN	CON-ECMU-CCX115CR	295.00	177.00	40%	35,400.00
36	1	60	1	CCX 12 autobexpanded PAK	CCX-12-PAK	0.00	0.00	0%	0.00
37	1	60	1	Cisco Business Edition 7000M (M5) Appliance, Export Restr SW	BE7M-M5-K9	32,286.99	12,914.80	60%	12,914.80
38	1	60	1	SNTC-24X7X4 Cisco Business Edition 7000M (M5) Appla	CON-SNTP-BE7MM5K9	3,843.75	2,306.25	40%	2,306.25

Item No.	Qty	Service Duration (Months)	Pricing Term	Description	Billing Model - Monthly Billing				Part Number	Unit List Price	Unit Net Price	Disc (%)	Extended Net Price
					Initial Term - 60.00 Months	Auto Renewal Term - 12 Months	Billing Model - Monthly Billing	Requested Start Date - 14-June-2019					
39	2	60	1	Cisco UCS 1050W AC Power Supply for Rack Server					BE7K-PSU	0.00	0.00	0%	0.00
40	2	60	1	Intel i350 Quad Port 1Gb Adapter					BE7K-NIC1	0.00	0.00	0%	0.00
41	1	60	1	Riser 1B Incl 3 PCIe slots (x8, x8, x8); all slots from CPU1					BE7K-PCIERISER	0.00	0.00	0%	0.00
42	1	60	1	Cisco 12G Modular RAID controller with 4GB cache					BE7K-RAIDCTRLR	0.00	0.00	0%	0.00
43	14	60	1	300GB 12G SAS 10K RPM SFF HDD					BE7K-DISK	0.00	0.00	0%	0.00
44	1	60	1	Enable RAID 5 Setting					R2XX-RAID5	0.00	0.00	0%	0.00
45	6	60	1	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v					BE7K-RAM	0.00	0.00	0%	0.00
46	1	60	1	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz					BE7K-CPU	0.00	0.00	0%	0.00
47	2	60	1	Power Cord, 200/240V 6A North America					CAB-N5K6A-NA	0.00	0.00	0%	0.00
48	1	60	1	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)					VMW-VS6-FND-K9	2,499.00	999.60	60%	999.60
49	1	60	1	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat					CON-ECMU-VMWV/S6FN	1,500.00	900.00	40%	900.00

CONTACT CENTER - Flex Base License

Item No.	Qty	Service Duration (Months)	Pricing Term	Description	Billing Model - Monthly Billing				Part Number	Unit List Price	Unit Net Price	Disc (%)	Extended Net Price
					Initial Term - 60.00 Months	Auto Renewal Term - 12 Months	Billing Model - Monthly Billing	Requested Start Date - 14-June-2019					
50	1	60	1	Flex Contact Center					A-FLEX-CC	0.00	0.00	0.00	0.00
51	1	60	1	Basic Support for Flex Plan Contact Center					SVS-FLEX-SUPT-BAS	0.00	0.00	0.00	0.00
52	160	60	1	Flex CC On-Premises UCCX Premium Concurrent Agent					A-FLEX-PJXPC	60.00	40.62	32.3%	389,952.00
53	0	60	1	On-Premises UCCX Standard & Premium Media Kit v11					A-FLEX-05-11X-K9	0.00	0.00	0.00	0.00
54	0	60	1	On-Premises PCCE & UCCE, Hosted CCE & CCX Agent RTU					A-FLEX-J-AGT-RTU	0.00	0.00	0.00	0.00
55	0	60	1	CCX Agent Product Authorization Key					A-FLEX-JX-AGT-PAK	0.00	0.00	0.00	0.00
56	0	60	1	On-Premises UCCX Premium Agent License v11					A-FLEX-PJXP-AGT11X	0.00	0.00	0.00	0.00

UC SERVERS

Item No.	Qty	Service Duration (Months)	Pricing Term	Description	Part Number	Unit List Price	Unit Net Price	Disc (%)	Extended Net Price
57	2	60	1	Cisco Business Edition 7000H (M5) Appliance, Export Restr SW	BE7H-M5-K9	32,286.99	12,914.80	60%	25,829.60
58	2	60	1	SNTC-24X74 Cisco Business Edition 7000H (M5) Applia	CON-SNTP-BE79M5KH	3,843.75	2,306.25	40%	4,612.50
59	4	60	1	Cisco UCS 1050W AC Power Supply for Rack Server	BE7K-PSU	0.00	0.00	0%	0.00
60	4	60	1	Intel i350 Quad Port 1Gb Adapter	BE7K-NIC1	0.00	0.00	0%	0.00
61	2	60	1	Riser 1B Incl 3 PCIe slots (x8, x8, x8); all slots from CPU1	BE7K-PCIERISER	0.00	0.00	0%	0.00
62	2	60	1	Cisco 12G Modular RAID controller with 4GB cache	BE7K-RAIDCTRLR	0.00	0.00	0%	0.00
63	48	60	1	300GB 12G SAS 10K RPM SFF HDD	BE7K-DISK	0.00	0.00	0%	0.00
64	2	60	1	Enable RAID 5 Setting	R2XX-RAID5	0.00	0.00	0%	0.00
65	24	60	1	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	BE7K-RAM	0.00	0.00	0%	0.00
66	4	60	1	2.6 GHz 6132/140W 14C/19.25MB Cache/DDR4 2666MHz	BE7K-CPU	0.00	0.00	0%	0.00
67	2	60	1	Embedded License, Cisco UC Virt. Foundation 6.x (2-socket)	VMW-VS6-FND-K9	0.00	0.00	0%	0.00
68	2	60	1	SWSS UPGRADES Embedded License, Cisco UC Virt. Foundat	CON-ECMU-VMWV/S6FN	2,499.00	999.60	60%	1,999.20
69	4	60	1	Power Cord, 200/240V 6A North America	CAB-N5K6A-NA	1,500.00	900.00	40%	1,800.00
70	1	60	1	Shipping (to 94533)					0

ConvergeOne Services

No.	Qty	Service Duration	Term	Description	Part Number	Unit List Price	Unit Net Price	Disc (%)	Extended Net Price
	1	Contract Duration	1	ConvergeOne Professional Services		NA	130,000	NA	130,000
SubTotal*									2,131,754
Estimated Tax									3,396
1	1	Contract Duration	1	Additional Optional Services			2,200	NA	2,200

FOR DELIVERY	DEPT OF INFORMATION TECHNOLOGY 675 TEXAS STREET, SUITE 3500		DELIVERY REQUIRED		SUBJECT TO CASH DISCOUNT OF % IN DAYS	
TO:	FAIRFIELD, CA 94533		AS SPECIFIED IN RFP		PRICES ARE F.O.B. DELIVERED	
THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLE AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON REVERSE SIDE.						
NAME Adam Eisenberg			SIGNATURE: 		DATE 5/29/2019	
DELIVERY DAYS FROM ORDER						

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

A. County will pay Contractor's final request for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract or any other contract and/or obligation that Contractor may have with the County. If Contractor has failed to pay any obligations outstanding, County will withhold from Contractor's final request for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final request for payment 30 days after termination of this Contract.

B. A final undisputed invoice shall be submitted for payment no later than ninety (90) calendar days following the expiration or termination of this Contract, unless a later or alternate deadline is agreed to in writing by the County. The final invoice must be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the County under this Contract have ceased and that no further payments are due or outstanding.

C. The County may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice submission deadline. Written County approval for an alternate final invoice submission deadline shall be sought from the County prior to the expiration or termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days' written notice from one to the other.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of this Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. REPRESENTATIONS

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor represents that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further represents that Contractor possesses current valid appropriate licensure, including, but not limited to, driver's license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance
Coverage must be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).
- (2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, Code 1 (any auto).
- (3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

- | | | |
|---|---|---|
| (1) General Liability:
(Including operations, products
and completed operations.) | \$1,000,000 | per occurrence for bodily injury, personal injury and property damage, or the full per occurrence limits of the policy, whichever is greater. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability: | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation: | As required by the State of California. | |
| (4) Employer's Liability: | \$1,000,000 | per accident for bodily injury or disease. |

D. Additional Insurance Coverage

To the extent coverage is applicable to Contractor's services under this Contract, Contractor must maintain the following insurance coverage:

- | | | |
|-----------------------------|--------------------|--|
| (1) Cyber Liability: | \$1,000,000 | per incident with the aggregate limit twice the required limit to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information property of the County that will be in the care, custody or control of Contractor under this Contract. |
| (2) Professional Liability: | \$2,000,000 | combined single limit per claim and in the aggregate. The policy shall remain in full force and effect for no less than 5 years following the completion of work under this Contract. |

E. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the County. No representation is made that the minimums shown above are sufficient to cover the indemnity or other obligations of the Contractor under this Contract.

F. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

- (1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or
- (2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Other Insurance Provisions

(1) The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(a) The County of Solano, its officers, officials, agents, employees, and volunteers must be included as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later ISO revisions are used or the equivalent) to Contractor's insurance policy, or as a separate owner's policy. The insurance afforded to the additional insureds shall be at least as broad as that afforded to the first named insured.

(b) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance maintained by County, its officers,

officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(2) If Contractor's services are technologically related, Professional Liability coverage shall include, but not be limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. The policy shall also include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Contractor. If not covered under the Contractor's Professional Liability policy, such "property" coverage of the County may be endorsed onto the Contractor's Cyber Liability Policy.

(3) Should any of the above described policies be cancelled prior to the policies' expiration date, Contractor agrees that notice of cancellation will be delivered in accordance with the policy provisions.

H. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

I. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

J. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to provide the required certificates and endorsements shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage described above at any time.

8. BEST EFFORTS

Contractor represents that Contractor will at all times faithfully, industriously and to the best of its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall constitute cause for termination of this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County. The contract may be terminated at County's sole discretion.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations nor shall County be responsible for any employer-related costs not otherwise agreed to in advance between the County and Contractor.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. To the extent federal funds are used in whole or in part to fund this Contract, Contractor specifically agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended and supplemented in Department of Labor regulations; the Copeland "Ant-Kickback" Act (18 U.S.C. §874) and its implementing regulations (29 C.F.R. part 3); the Clean Air Act (42 U.S.C. §7401 et seq.); the Clean Water Act (33 U.S.C. §1251); and the Energy Policy and Conservation Act (Pub. L. 94-165).

C. Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. part 200, as currently enacted or as may be amended throughout the term of this Contract.

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client receiving services under this Contract.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by law, Contractor shall not disclose any confidential information to anyone other than the State of California without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor represents that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor represents that Contractor is knowledgeable of Government Code section 8350 et seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training from County.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor represents that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the State of California and/or the federal government may

inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Subject to any required state or federal approval, Contractor shall not subcontract any work under this Contract without the prior written consent of the County's Contract Manager nor assign this Contract or monies due without the prior written approval of the County's applicable Department Head or his or her designee and the County Administrator.

C. If County consents to the use of subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the Board of Supervisors. If the Contract is terminated for non-appropriation of funds:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

D. This Contract is void and unenforceable if all or parts of federal or state funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor represents that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any of its provisions.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this Contract.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into its own contract with Contractor, as well as providing for its own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other public agency any documentation relating this Contract or its implementation. Any public agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another public agency. Such other public agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor represents that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in a federally funded program; (ii) have not been convicted of a criminal offense related to the provision of federally funded items or services but or previously excluded, debarred, or otherwise declared ineligible to participate in any federally funded programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in federally funded programs.

B. For purposes of this Contract, federally funded programs include any federal health program as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs.

C. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representation and warranty set forth in this section.

D. If services pursuant to this Contract involve federally-funded programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and

agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained in it.