

CONSULTANT: Cerium Networks, Inc.
CONTACT PERSON: Roger Junkermier, President
ADDRESS: 1636 W. 1st Avenue
Spokane, WA 99201
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-2059896
TELEPHONE/FAX NUMBER: (509) 536-8656 /
rjunkermier@ceriumnetworks.com
COUNTY DEPT: Information Technology
DEPT. CONTACT PERSON: Viggo Forde, Director
TELEPHONE/FAX NUMBER: (425) 388-3739 / Viggo.forde@snoco.org
PROJECT: Teams Telephony Consulting
AMOUNT: \$173,704.80
FUND SOURCE: 505-5148614101
CONTRACT DURATION: One year from contract execution unless
extended or renewed pursuant to Section 2
hereof

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and Cerium Networks, Inc., a Washington corporation (the "Contractor" or "Consultant")(collectively the "Parties" and, individually a "Party"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is for consulting services to assist the County in migrating the County's current telephony solution from Skype for Business to Microsoft Teams Online and Cloud Voicemail. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP-23-014BC.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified

to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution of this Agreement (the "Effective Date") and shall terminate one (1) year from the Effective Date, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional one (1) year term, at the sole discretion of the County, by written notice from the County to the Contractor. PROVIDED, HOWEVER, that the County's obligations after December 31, 2023 are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Contractor for services as and when set forth in Schedule A, Section 11,.

b. Overhead and Expenses. The Contractor's compensation for services set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

c. Invoices. Upon completion of the work, the Contractor shall submit to the County a properly executed invoice indicating that all of the work has been performed for a milestone and the amount of the flat fee due from the County. Subject to Section 8 of this Agreement, the County will pay the invoice within thirty (30) calendar days of receipt.

d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email SnocoEpayables@snoco.org and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$173,704.80 plus applicable sales tax for the initial term of this Agreement (including extensions or renewals, if any).

4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Contractor is not entitled to any benefits or rights enjoyed by employees of the County. The Contractor specifically has the right to direct and control Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Contractor shall furnish, employ and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume

exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Scott Warren
Title: IT Project Manager 5
Department: Information Technology
Telephone: (425) 312-0653
Email: scott.warren@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount

that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

a. Professional Liability.

The Contractor agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Contractor's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Contractor, its principals, employees or subcontractors. The Contractor has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Contractor's finally determined percentage of liability based upon the comparative fault of the Contractor, its principals, employees and subcontractors. For the purpose of this section, the County and the Contractor agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability.

To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor. In addition, the Contractor

shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the

Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000

(v) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and shall be the sole responsibility of the Contractor.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For

breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Contractor's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Contractor breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County: Snohomish County Information Technology
3000 Rockefeller Avenue, M/S 709
Everett, Washington 98201
Attention: Dee White, IT Contracts Specialist

and to: Snohomish County Purchasing Division
3000 Rockefeller Avenue, M/S 507
Everett, Washington 98201
Attention: Purchasing Manager

If to the Contractor: Cerium Networks, Inc.
1636 W. 1st Avenue
Spokane, WA 99201
Attention: Roger Junkermier, President

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where

required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section I.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.

Schedule A

Teams Telephony Consultant

Scope of Services

I. Definitions

1.1 "Acceptance" and "Accepted"

This shall mean that: (i) the work and/or deliverables substantially satisfy the functions and specifications agreed to by both Parties and as described herein; and (ii) the work and/or deliverables shall be deemed delivered and acceptable by the County, following completion of any acceptance testing with written acknowledgment from the County of acceptance if applicable, after the rendering of work and the delivery of deliverables as described in this Schedule A and the Agreement.

II. Purpose:

Snohomish County is replacing its existing Skype for Business 2015 Enterprise Voice with Microsoft Teams phone system. Teams will be connected to the Public Switched Telephone Network (PSTN) via SIP trunks (direct routing). Teams Direct Routing will allow phone system users to utilize on-premises PSTN access. Teams will integrate with on-premises Session Border Controller(s) (SBC) to obtain dial tone for users. Additional integrations may be determined during planning and design sessions.

The County currently uses Skype for Business 2015 and a combination of on-premises Exchange Unified Messaging and Microsoft Cloud Voicemail as voicemail systems. Snohomish County uses Exchange Online for email, and Consultant shall deploy Microsoft Cloud Voicemail as a replacement for any users migrated to Teams that are still using Unified Messaging (UM) as a voicemail system.

Teams is already deployed in the existing Microsoft Office 365 Government Tenant ("Office, Office 365, E/G5). Users can share video, whiteboards and use meeting features from the Teams client. Through this migration, users will shift presence information and click to call availability from Skype to the Teams client as well as retaining those features in Outlook and other Office 365 applications (apps). The County has deployed an Office 365 government tenant in best practices fashion with the Office E/G5 licensing, along with single sign on (SSO). Cloud voice features (if applicable): For audio conferencing, the County has assigned a Microsoft Audio Conferencing or G5 license to each user who will be setting up dial-in meetings. For users subscribing to calling plans (instead of using Direct Routing), the County shall provide each user a phone system plus a domestic or domestic and international calling plan.

The work outlined in these requirements will service approximately 3,400 users across 26 physical locations. The project is structured in a three phased approach:

Phase I: Planning/Discovery/Strategy/Design/Adoption

Phase II: Pilot of up to 100 primarily County Information Technology Pilot Users ("Pilot Users") + Adoption and Change Management Program services

Phase III: Migration of up to 3,300 additional County users and 500 Common Area Phones (CAP) + Adoption and Change Management Program services

The final deliverable for this project will be a functioning Teams phone system with up to 3,400 users and 500 CAP phones successfully leveraging Teams for both collaboration and inbound/outbound dialing as specified RFP-23-014BC. The County desires services to be completed (including Phases I, II and III) on or before 6/30/2024.

III. Project Plan

1. Introduction –Project Manager (PM) assigned and initial contact made, other key personnel identified

2. **Kick-off** –The Parties gather and share information pertaining to the project goals, timelines, technical details.
3. **Planning and design sessions** – The Consultant shall examine the existing environment, perform a gap analysis between existing environment and Teams environment, recommended options for requirements/features/functions that cannot be met by Teams. The County shall participate with the Consultant to plan the complete design.
4. **Prerequisites** – Consultant shall provide County with a list of prerequisites to be completed by County
5. **Implementation** –Consultant shall assist County with installation and configuration.
6. **Testing** – The Parties shall execute a test plan to ensure proper operation, quality, and reliability.
7. **Pilot deployment** – Consultant will execute 100 user deployment and documentation of issues
8. **Pilot review** – County will review and accept Consultant-led review and adjustment of deployment plan based upon outcomes of pilot deployment
9. **Deployment** – Adding users in a phased migration after the pilot will be the responsibility of the County
10. **Deployment signoff** – Signoff after full deployment.
11. **Support** – Consultant shall provide thirty (30) business days of support.

A. Key Service Deliverables, Project Approach, and Assumptions

Consultant shall produce the following Deliverables:

	Deliverable Name	Deliverable Descriptions
1.	Completed Planning and Design Session	Engineer will analyze County's existing environment, participate in planning and design sessions with County, and perform a gap analysis.
2.	Planning Design Session (PDS) Documentation	Provide County documentation as result of the PDS. This document will include a description of the existing environment, gaps, recommendations, and the proposed UC design.
3.	Strategic Advice	A Teams strategic advisory presentation for management execs.
4.	Working Teams Solution	With functionality as described in these requirements. 4a. Configuration and/or validation of Skype for Business and existing on-premises Skype for Business 2015 servers 4b. Configuration and validation of hybrid connectivity with County's Office 365 Government Tenant 4d. Configuration of Teams Audio Conferencing 4e. Configuration of Teams Online with phone system 4f. Configuration of Dynamic Emergency Calling (E911) 4g. Validation of existing Teams Certified Session Border Controller (SBC) (Direct Routing) 4h. Configuration of existing analog gateways 4i. Support of cutover events in Phases II, III
5.	SBC cutover support	Consultant will provide technical expertise to support the cutover of SIP services (inbound and outbound PSTN calling using MS Direct Routing) from CISCO to AudioCodes SBC.
6.	Response Groups migration support	Provide technical expertise to support the migration of Skype for Business Response Groups (RG) and Exchange Auto Attendants to Teams Call Queues and Auto Attendants.
7.	AudioCodes MediaPack migration	Assist with migration of existing AudioCodes MediaPack gateways that are supporting panic buttons, common area phones, overhead speaker integrations and possibly fax machines
8.	Teams Voice Survivability:	Provide education and reference architecture(s) for local site survivability.
9.	Conference Rooms:	Provide Microsoft Teams conferencing solutions including Teams Meeting Rooms, and audioconferencing devices.
10.	E911:	Provide Teams e911 programming.
11.	Caller ID Masking Migration:	Provide trunk translation rules and Caller ID policy assignments.

12.	User communication and training	Consultant will design user communication regarding migration. Consultant will also provide user documentation and training in preparation of migration.
13.	Change Management (User Adoption) Services	Consultant will provide the following adoption services: 13a. Adoption and Change Management Strategy Document 13b. Adoption Success Criteria Matrix 13c. Adoption Health Check 13d. User Communication and Training Plan 13e. User Communication for 100 IT phone system Pilot Users 13f. User Cut-Over Q&A Support (non-technical) for 100 County IT Pilot Users 13g. Champion program formalization & launch for system Pilot Users 13h. Advocate and sponsor transition guides for system Pilot Users 13i. User survey for system Pilot Users 13j. Additional user training as agreed upon by Consultant and County. County may record user training.
14.	Training	Up to forty (40) hours of Teams Administrator training. County may record and use the administrator training.
15.	Test Result Document	The Test Result Document describes the test scenarios, test results, and issues identified as a result of testing.
16.	Cutover Documentation	Consultant will provide County with customized documentation that details the step-by-step cutover process for users migrating from Skype for Business Server to Teams Phone System.
17.	System Handoff Documentation	Document consisting of Teams configurations, governance configurations, system changes and administrative tips and tricks.

B. Project Management Approach

Consultant shall provide the following:

1. Consultant Staffing: Consultant shall assign experienced personnel to the project, including but not limited to the following Roles:
 - a. Consultant (Lead) Project Manager
 - i. Consultant Lead Project Manager is expected to be the overall project manager for Consultant and shall have sufficient experience and qualifications to manage a project of this size and complexity.
 - ii. At all times, Consultant Lead Project Manager shall be responsible for coordinating the work for this project and aggregating project status reports and work plans.
 - iii. Consultant Lead Project Manager shall be responsible for acting as a liaison with the County Project Manager.
 - b. Consultant Executive Account Manager
 - i. Consultant Executive Account Manager is expected to have management authority over Consultant Lead Project Manager and make binding decisions for Consultant.
 - c. Engineer
2. Project Management and Implementation Planning: The following activities are minimum requirements for Consultant managing this project:
 - a. Create and regularly update a Work Plan
 - i. Consultant to create an initial Work Plan utilizing input from the County.
 - ii. Consultant Work Plan must include the following detail at a minimum:
 - Tasks, deliverables and acceptance criteria;
 - Durations;
 - Dependencies;
 - Baseline start/finish dates;
 - Actual start/finish dates; and
 - Personnel assignments.
 - iii. Any changes to the Consultant Work Plan must be approved in writing by the County. Unless changes are agreed upon, the previous agreed version will be used for managing

- the project.
- b. Prepare and deliver weekly written status reports to include, at a minimum:
 - i. Key activities performed during the report period and planned for the next period;
 - ii. Progress on critical events;
 - iii. Status of scope, schedule, and budget;
 - iv. Major issues or risks affecting the project and activities underway to resolve said issues or risks;
 - v. Decisions made and any pending decisions needed during the report period; and
- c. Participate/Lead Project Meetings
 - i. Weekly status meetings: Consultant shall conduct status meetings with the County to review and report status, update the project schedule, resolve issues, and manage risks
 - ii. Steering committee meetings: Consultant shall participate in monthly steering committee meetings, by attending and providing written and/or verbal updates as requested
 - iii. Other project meetings, as necessary:
 - Consultant shall participate in other project meetings, by attending and providing written and/or verbal updates as requested
- d. Develop and periodically update a Project Management Plan including but not limited to the following components:
 - i. Deliverables Management Plan;
 - ii. Personnel Management Plan;
 - iii. Risk Management Plan;
 - iv. Issue Management Plan;
 - v. Communication Plan;
 - vi. Quality Assurance Plan; and
 - vii. Change Management Plan.

C. Project Assumptions

The project is based on the following assumptions:

1. In the event of a network outage or connectivity problem, Teams services may become unavailable. A disaster site or high availability configuration is required to overcome this possibility.
2. County representatives will be available to perform their roles in the project team.
3. County will provide available information (i.e. existing sites, user counts, ATA locations, access to call flows) for properly envisioning and designing the solution. Consultant will describe the desired information in advance or during kickoff meetings.
4. County hardware will be provided and available (servers racked with operating system, IP and connectivity, gateways racked, cabled, IP'd, network connectivity, etc.).
5. All work will be performed during regular business hours for County's geographic time zone. Regular business hours shall be considered hours between 8:00am and 5:00pm (PST).
6. Remote work by Consultant is assumed.
7. The Consultant personnel assigned to this project may, on occasion, need to attend remote internal local/regional meetings, conference calls and technical trainings. The County will provide two days' notice of such events, the Consultant will provide at least one day's prior written notice if unable to attend.
8. These requirements are generated based upon information currently known as provided by County and deemed to be accurate and correct.
9. Consultant will take an expeditious approach to managing the timeline, work products, knowledge transfer and deliverables associated with this project. The County will need to synchronize internal personnel, activities, schedules and availability to the Consultant personnel to meet the mutually agreed upon milestones and events of the project.
10. Consultant can make no guarantees about call quality. County will be responsible to ensure that proper networking and QoS are in place to support real-time voice traffic.
11. County is aware of Local 911 laws and has planned accordingly to meet the state and local requirements.

IV. Phase I - Planning and Design

A. Strategic Advisory Consult

Consultant will help the IT management team understand and prepare for the broad implications of a migration from Skype for Business Server 2015 to Teams. This consultation should be designed to help the County anticipate the challenges of a Teams deployment, enhance communication with the organization, organize roles and responsibilities around Teams administration and support, and ensure that collaboration in Teams is secure and compliant with the County's regulatory compliance and retention policies.

The Consultant will engage County in discussions on the organization's regulatory and document retention framework, roles and responsibilities for administering Teams, access, and governance, enterprise-wide knowledge management strategy, sunsetting overlapping products to realize cost savings and operational efficiencies, and concerns around security and compliance of content in Teams and across the Office 365 platform.

B. Microsoft Teams Technical Envisioning Session

Consultant will provide a Technical Envisioning Session to review all aspects of Teams and to gather high-level requirements from the County for the technical environment. Consultant will provide a comprehensive explanation of the various options and roles to guide the County in decisions for the planning and design phases. Consultant will include executive demonstration session(s), presentation of specific use-cases tailored to support the County's initiatives and priorities, interactive conversation, and roundtable discussion designed to identify business needs for Teams solutions, end goals and objectives and appropriate solutions to meet the needs of the County. Specific topics under this deliverable include:

1. Explain licensing options for Teams functionality
2. Usage profiles
3. Compliance/regulatory requirements
4. Governance requirements
5. Teams functions for collaboration and communication
 - a. Persistent and threaded chats
 - b. Chat retention
 - c. Team workspaces
 - d. Office 365 integration such as Office 365 Groups, SharePoint online, OneNote, Exchange, Planner, Power BI, etc.
 - e. Workstream channels
 - f. Third party app integration (apps, bots, connectors), including: AVST, Intrado, Cisco ISR
6. Information protection / archiving / eDiscovery / legal hold
7. Conferencing
 - a. Multiparty collaboration
 - b. Video Conferencing / Voice Conferencing
 - c. Web application sharing
 - d. Zoom audio/video conferencing
 - e. Live events
8. Phone System
 - a. Administration tools, dashboards, reporting
 - b. Features available in Office 365 vs. on-premises Skype for Business 2015 deployments
 - c. Calling to/from PSTN, and different configuration scenarios
 - d. On-premise SBCs/VOIP gateways and Skype for Business 2015 integration (Teams Direct Routing)
 - e. Demonstration of Call Queues in Teams (Response Groups in Skype for Business server)
 - f. Additional Integration Needs
 - i. Analog devices
 - ii. Contact centers and hosted ACD solutions
 - iii. Paging
 - iv. Faxing
 - v. Room system integration
 - vi. Third party application integration AVST, Intrado, Cisco ISR
 - vii. Review recent Teams administrative and user feature additions
 - viii. Teams resiliency/redundancy
9. Phone system voicemail (Cloud Voicemail)

10. Hybrid configuration requirements including testing and configuration
11. Single Sign On (SSO) requirements
12. Deployment phases
13. Long-term business needs and functionality
14. County needs relating to fault tolerance, design, and integration

C. Teams Governance

To develop a plan for ongoing platform governance, Consultant will:

1. Review current policy documentation and relevant industry regulations
2. Lead conversations about current/future requirements for data governance & sharing, B2B identity management, etc.
3. Review and recommend governance configurations associated with Teams:
 - a. Office 365 Groups, including creation restrictions, expiration and naming policies
 - b. Teams configurations (review of existing Teams):
 - i. Ownership (or lack of)
 - ii. Inactive Teams
 - iii. Guest access
 - iv. Classifications (confidential, external, internal, etc.)
 - v. Retention policies
 - vi. Visibility (global address list, SharePoint, etc.)
 - c. Administrator roles
4. Research to identify and recommend improvements that best fit the County's needs
5. Develop a Teams Governance Plan, including:
 - a. Roles and responsibilities
 - b. Organizational structure for Teams and channels
 - c. Permissions and security
 - d. Process for creating and managing Teams
 - e. Features to enable and disable
 - f. Training

D. Existing Environment Discovery Envisioning Session

County will provide Consultant information about the current infrastructure in order to provide Consultant with a base-level understanding so they are able to identify steps to reach goals jointly determined during this envisioning session. Consultant will review:

1. County's communications requirements and identify gaps in Teams functionality. Where gaps exist, Consultant will recommend workarounds and provide feedback to Microsoft Teams government product liaisons assigned to work with the County. Consultant will only be held responsible to implement features and capabilities supported by Microsoft and agreed upon by the parties. The County may have requirements that cannot be met by Teams. Consultant will identify those requirements as exceptions for the County to resolve.
2. Existing communications and Collaboration platforms and processes:
 - a. Skype for Business / third party collaboration tools
 - b. SharePoint usage / workflows
 - c. File share processes and workflows (OneDrive, Box, etc.)
3. Skype for Business Server / Voice technologies currently in use:
 - a. Device make, model, version
 - b. Endpoint devices (phones/headsets)
 - c. SIP Capabilities
 - d. T1 interface availability
 - e. Teams
4. Existing AVST / Cloud Voicemail / Unified Messaging in use:
 - a. Make, model, version
 - b. Usage of Auto Attendants for voice routing
 - c. Distribution lists
 - d. Voicemail boxes for non-email accounts
5. Existing desktop video and room system audio/video technologies: make/model of room and desktop systems (provided by County), protocol support and video interop/integration options

6. Existing Infrastructure and Applications:
 - a. Current configurations/versions of AD, DNS, DHCP, Exchange, Office and other applications
 - b. Review of existing Office 365 tenant
 - c. Existing Single Sign On (SSO) review (Azure AD Connect / ADFS)
 - d. Domain functional level
 - e. Domain naming convention
7. LAN, WAN, Firewall (ACL and port restrictions) review and requirements:
 - a. Discuss WAN/LAN infrastructure specific to supporting telephony, voice integration and video conferencing specific to a real-time Teams solution:
 - i. WAN bandwidth / optimization
 - ii. QoS capability
 - iii. Firewall rules
 - iv. Public IP review
 - v. VLAN Config such as POE dedicated for Teams phones and daisy-chain Ethernet to PC
8. Operational assessment to review current support groups and County operations responsibilities, what will be supported internally vs. by a vendor and processes for supporting video/voice/web conferencing

E. Design Planning

Consultant shall:

1. Review Technical Envisioning Session and Discovery Envisioning Session and finalize requirements for design planning
2. Define overall solution, functional components, integration points and deployment phases
3. Determine Teams requirements:
 - a. Single Sign On (SSO)
 - b. Usage profiles
 - c. Compliance and governance
 - d. Skype Hybrid (Islands, Teams only, coexistence and upgrade settings)
 - e. External access (federation)
 - f. Guest access
 - g. Remote worker solutions
 - h. Redundancy / Disaster Recovery (Direct Routing)
4. Determine on-premises or Azure requirements (if any) relating to type of servers / appliances:
 - a. Teams Direct Routing (bring your own PSTN Trunking)
 - b. Skype Hybrid
 - c. Gateways / Session Border Controllers (SBCs)
 - d. Single Sign On
 - e. Contact Center
5. Determine PSTN and analog integration points:
 - a. VoIP gateways, SBCs, or SIP Trunk, quantity and type
 - b. Analog station support
 - c. Paging system integration
 - d. PSTN call flow
6. Identify impacts on DNS, IP addressing, security and certificates
7. Research required components and system integration notes
8. Discuss security policies for Teams for LAN/WAN, Desktop firewall and port restriction review and for external users, firewall/NAT/ACL requirements
9. Identify responsibility and timeline to prepare existing environment for Teams deployment:
 - a. Firewall configuration/modification
 - b. LAN/WAN QoS strategy and implementation (if applicable)
 - c. AD, Exchange, DNS, and PKI
10. Discuss migration, testing, training, and support strategies

F. Adoption and Change Management Services Envisioning Session

Consultant shall host Adoption & Change Management Planning and envisioning session(s) for the proposed change. The focus of this engagement will be understanding and recommendations for:

1. County vision, values, and culture

2. Usage personas envisioning and discovery
3. Adoption barriers and/or risk
4. Organizational change readiness
5. Success and challenges related to County's prior change initiatives
6. Focus on planning, communication and training provided
7. Consultant will build out a success criteria matrix (measurable and attainable goals)

This envisioning session is an important step in building interested party, advocate and sponsor allegiance which improves solution acceptance and reduces risk going forward.

After this envisioning session Consultant shall produce full documentation of change management strategy:

1. An overview of the proposed change initiative
2. A success matrix to be used in defining adoption success criteria as it relates to the deployment of the change initiative including:
 - a. Documented outcome, goal, or objective
 - b. Key activities, tactics and risk remediation to support achieving success
 - c. Method and period for measuring success to be defined
 - d. Validation ownership
3. Recommendations around user adoption, training, pilot groups, organizational change management

F.1 Adoption Health Check

Consultant shall provide consulting services to promote the capture of user collaboration and application use-cases. Consultant shall provide key drivers and target areas (inclusive of departments and features) based on current and projected usage. If/where gaps exist between County's requirements and Teams' ability to meet them, Consultant's change management teams will collaborate with the County to develop messaging and training for the affected user community. Within this Adoption Health Check Consultant shall review adoption analytics from O365 Admin portal, Skype for Business (meetings, chat, calls) and Teams (meetings, chat, calls, file sharing)

F.2 Focus Group / Survey – Adoption Program

Consultant shall host focus groups comprised of a recommended subset of the initial pilot phone system users (approximately 50-100 pilot phone system users included in surveying/focus groups) or provide surveying tools that discover gaps, challenges, and support needs for all users to successfully transition and adopt Teams.

F.3 User Communication Plan Deliverable

Consultant shall host a communications planning session with interested parties responsible for communicating the change. During this exercise, Consultant and the County will further define key persona types and differentiators. Key organizational goals associated with the change initiative will be incorporated to drive the desired cultural shift to a modern workplace. Such goals may support financial, cultural, or interpersonal concerns for the County; supporting these objectives as part of the user Communication Plan is paramount to an inclusive and cohesive strategy. Consultant shall create a user Communication Plan for the County to address the following key areas:

1. Change initiative: who, what, when, where, why, and how
2. Target personas or usage profiles
3. Key messaging, "what's in it for me?"
4. Communication calendar and overview
5. Target audience
6. Delivery time and channel
7. Accountability for execution of each suggested communication

F.4 Training Plan, Deliverable

Consultant shall host a training planning session for the County's key personnel responsible for training users. Consultant shall create a holistic Training Plan supporting those impacted by the change. This Training Plan will detail:

1. Solution learning topics

2. Content development needs
3. Key messaging
4. Delivery timing and channel (method, examples below)
5. White glove (1:1)
6. Live webinar
7. Self-service and on-demand resources

G. Planning and Design Deliverables:

Consultant shall provide the following deliverables:

1. Teams strategic advisory deliverable, presentation format:
 - a. Regulatory and compliance concerns and strategies to mitigate those concerns
 - b. Current status of knowledge management and recommendations for moving forward
 - c. Security and privacy concerns and strategies to mitigate those concerns
 - d. Standard operating procedures to support administration and support of Teams
 - e. Challenges for consideration around organizational change management
2. Final Findings Documentation Report:
 - a. Summary of the present technical state of County environment
 - b. Technical analysis, gaps and recommendations for relevant areas that touch Teams.
 - c. Suggested prerequisite projects required prior to migration
 - d. High-level enterprise design for Teams, showing Tenant configuration, server and gateway placement, PSTN integration, and protocols
 - e. Pre-requisite list for production roll-out (endpoint recommendations, licensing requirements, etc.)
 - f. Expected bandwidth requirements and evaluation of network meeting the jitter, packet loss and latency requirements for Teams
 - g. Teams governance recommendations.
3. User adoption, training, pilot groups, and organizational change management report:
 - a. Adoption and change management strategy
 - i. An overview of the proposed change initiative
 - ii. A Success Matrix to be used in reporting gaps and defining adoption success criteria as it relates to the deployment of the change initiative.
 - 1) Documented outcome, goal, or objective
 - 2) Key activities, tactics and risk remediation to support achieving success
 - 3) Method and period for measuring success to be defined
 - 4) Validation ownership
 - iii. Recommendations around user adoption, training, pilot groups, and more (organizational change management)
 - b. Adoption Health Check
 - i. Outlined key drivers and target usage areas (meetings, chat, calls, file sharing)
 - c. Focus group / survey to promote the discovery of gaps, challenges, and support needs for all users to successfully transition and adopt Teams.
 - d. User Communication Plan
 - e. User Training Plan
4. Final Q&A discussion with the Consultant and County Core Project team and engineering team about the Planning Design Session documentation.

H. Adoption Planning and Assistance:

Consultant shall provide Phase I migration services that include migration planning and adoption of the following:

1. SBC cutover support: Consultant will provide technical expertise to support the cutover of Cisco ISR (inbound and outbound PSTN) to the AudioCodes SBC, including:
 - a. Participate in design sessions with the AudioCodes engineer and County team
 - b. Assist County in AudioCodes SBC routing and/or dial plans changes
 - c. Participate in the cutover and immediate post-cutover testing
 - d. Participate in any necessary trouble resolution
 - e. Update the System Handoff documentation for the changed SIP configuration
 - f. Assist County to add additional "workaround" DID numbers in the event cutover is delayed

2. Response Groups migration support: Provide technical expertise to support the migration of Skype for Business Response Groups (RG). Consultant shall:
 - a. Plan the migration of approximately 175 Skype RGs
 - b. Assist County in design work for any Teams Call Queue and Auto Attendant functionality that is new to the County team
 - c. Create the resource accounts, Teams Call Queues, and Auto Attendants in Teams.(Consultant will script as much of the creation process as possible)
 - d. Participate in any necessary trouble resolution
3. AudioCodes MediaPack migration: Consultant will assist with migration of existing AudioCodes MediaPack gateways that are supporting parking garage emergency call boxes, elevator phones, lobby common area phones, modems. Consultant shall:
 - a. Work with County to develop a repeatable migration process for the different types of MediaPack devices.
 - b. Document the repeatable migration process for County to reference going forward.
 - c. Participate in and/or remotely support up to 5 MediaPack migration events.
4. Teams Voice Survivability: Provide education and reference documentation of architecture(s) for localsite survivability. Consultant shall:
 - a. Perform envisioning sessions with the County project team to educate on survivability options in Teams.
 - b. Provide a design/Bill of Materials (BOM) for local site survivability in the event a site loses connectivity to Office 365 for sites with 5, 50, 90, 250, 500, 900, and 2000 users.
 - c. Provide a review session/Q&A of the document with diagram and bill of materials table.
5. Conference Rooms: Microsoft Teams conferencing solutions including Teams Meeting Rooms, and audioconferencing devices. Consultant shall:
 - a. Review the list of current solutions/hardware in place (provided by County).
 - b. Create a matrix of recommendations for Huddle/Small/Medium/Large conference rooms
6. e911: Teams e911 programming. Consultant shall:
 - a. Work with the County UC team to import the subnet information
 - b. Work with the UC and Network team to determine layer 2 network locations and import data into the Teams location database.
 - c. Validate Polycom CCX endpoint and workstation e911 functionality
 - d. Provide scripts and host one (1) training session, that may be recorded, for ongoing importing/modifying of Teams LIS database info by the County team.
7. Caller ID Masking Migration: Trunk Translation Rules and Caller ID Policy Assignments. Consultant shall:
 - a. Prepare a strategy for migrating the approximately 500 existing Skype for Business Server users with caller ID masking S4B voice policies to Teams.
 - b. Document the use cases and the process to configure Caller ID masking in Teams based on the agreed upon strategy.
 - c. Review the configuration documentation with County.
 - d. Perform the configuration updates in Teams and the SBC to support the known use cases in a single import event.
8. Active Roles Integration for MS Teams user creation: Consultant shall:
 - a. Review current Active Roles integration with Skype for Business Server that provisions new users in Skype for Business Server.
 - b. Provide guidance on the changes required to Active Roles/Custom Connectors so that new employees get provisioned in Teams instead of Skype.
 - c. Assist with changes and testing/validation
 - d. Provide a written summary of the changes to the process
9. Polycomcom Phone Provisioning: County currently uses FTP server to provision Polycom phones to function in Skype for Business environment. Consultant shall:
 - a. Review current FTP configuration currently used with Skype for Business Server that provisions Polycom phones for Skype for Business Server.
 - b. Provide guidance on the changes required to successfully provision Polycom phones so they get provisioned in Teams instead of Skype.
 - c. Assist with changes and testing/validation
 - d. Provide a written summary of the changes to the process

10. Common Area Phones: County utilizes common area phones in multiple scenarios like jail, courts, conference rooms and shared desks. Consultant shall:
 - a. Plan the migration of approximately 750 common area phones
 - b. Provide a written summary of the changes to the process
11. On Premises Exchange 2016 Unified Messaging Integration: County utilizes Exchange 2016 for on premises voicemail to use with shared phones that require voicemail. Consultant shall:
 - a. Plan and design changes needed to integrate approximately 180 phone accounts into Exchange 2016 Unified Messaging
 - b. Validate phone accounts can still utilize on premises voicemail
 - c. Provide a written summary of the changes to the process

V. Phase II - Pilot Deployment and Configuration Services (100 phone system users)

A. Skype for Business Server Preparation

1. Consultant shall configure and/or validate Skype for Business Configuration on existing on-premises Skype for Business 2015 servers:
 - a. Prepare Skype on-premises Environment for Hybrid Configuration and Install latest CU updates
 - b. Configure Hybrid connectivity with County's Office 365 Government Tenant
 - c. Validate Hybrid connectivity

B. Teams Pilot

1. Review Prerequisites with the County and verify that they were completed properly:
 - a. Review services and adherence to minimum requirements
 - b. Telephony review and preparation assessment for cloud migration
 - c. Single Sign on review
 - d. Office 365 Tenant Review and PSTN Conferencing requirements
 - e. Readiness assessment
2. Configuration of **Teams** Audio Conferencing:
 - a. Consultant shall work with the County to provision Microsoft PSTN services (including new user DID numbers provided by Microsoft) for use with Conferencing (Note that ONLY Microsoft-provided DIDs work with conferencing)
3. Configuration of **Teams** Online with phone system:
 - a. Consultant shall work with the County to provision Microsoft PSTN services (Direct Routing using County provided SBCs) for use with phone system
 - b. Consultant shall configure and enable voicemail for pilot system users
 - c. Consultant shall provide configuration and firmware update guidance for Teams phones
 - d. Assist with and demonstrate the configuration processes to County IT personnel of up to:
 - i. 3 Teams certified conference room phones
 - ii. 4 Teams Meeting Room Devices with licenses provided by County
 - iii. 3 Common Area Phones (CAP) with licenses provided by County
 - iv. 5 Call Queues
 - v. 5 Auto Attendants
 - e. Assist with the configuration of call flow interoperability with call queue, Auto Attendant and other integrated services like AVST.
4. Implement Teams Call Quality Experience:
 - a. Assist with the configuration of the Call Quality Dashboard in Teams for up to three sites/locations
 - b. Configure and review Teams Call Analytics
5. Teams Telephony Cutover Assistance:
 - a. Consultant shall provide eight (8) hours of a dedicated engineer to assist remotely with cutover from Skype for Business Server 2015 to Teams Phone System for each cutover event. Up to three (3) cutover events will be in scope for Phase II pilot for a total of up to twenty-four (24) hours.
 - b. The Consultant engineer shall assist with assigning licenses, spot checking migrated users, and finalizing configuration of Auto Attendants and Call Queues
6. Configuration of Dynamic Emergency Calling (E911):
 - a. Review Information on how to build the E911 from the ground up (Direct Routing)
 - b. Configure the emergency addresses for up to fifteen (15) pilot phone system users

- i. Review process to validate emergency addresses
- c. Configure the network settings for up to two (2) County sites
- d. Configure the Location Information Service (LIS) for the following network elements:
 - i. Up to five (5) subnets (to be identified by County)
 - ii. Up to five (5) WAP (Wireless Access Point) (to be identified by County)
 - iii. Up to five (5) address/locations (to be identified by County)
 - iv. One (1) ChassisID/port (to be identified by County)
- e. Configure up to two (2) emergency calling policies and two (2) emergency call routing policies
- f. Enable up to fifteen (15) pilot phone system users (to be identified by County)
- g. Test emergency calling
- h. Demonstrate the configuration processes above to County's IT personnel
- 7. On-Premises Services (Delivered Remotely)
 - a. Validate existing Teams Certified Session Border Controller (SBC) (Direct Routing):
 - i. Validate the configuration of two (2) Teams Certified SBCs and configure to integrate with up to five (5) analog gateways
 - ii. Validate Direct Routing Deployment
 - b. Configure existing analog gateways:
 - i. Configuration of up to five (5) AudioCodes MediaPack analog gateways:
 - 1) Assumption of MP-124 Gateways or smaller
 - 2) Integration to newly deployed SBCs

C. Adoption & Change Management Services for Pilot

1. Communication

Consultant shall leverage the Communication Plan to design a custom branded communication template for use when communicating to staff. Each communication will showcase similar branding to drive brand recognition. The Communication Plan will dictate the messaging and communication template needs for this change. WIIFM, "What's in it for me?" content will be prevalent among the template along with necessary calls to action. Consultant will create sequential communications based on the initial template to reach up to (6) personas. Each communication will be designed to drive awareness and engagement leading to adoption of the change. Multiple rounds of edits will be made to support changes to the communications.

2. Advocate and Sponsor Transition Guides

Consultant shall design messaging to support leadership, advocates, and sponsors as they support their teams and peers throughout this transition. Content is designed to reiterate project and vision messaging as a means for portraying a unified, transparent, and cohesive change culture.

3. User Survey Services

Consultant shall design a user sentiment survey to support validation of success criteria related to satisfaction, adoption gaps and effort levels. The survey, developed in Microsoft Forms, will be provided to the County for distribution as a project artifact, in link form. Consultant will develop a communication that requests completion of the survey, with survey link embedded. Surveying is planned for the following junctures:

- o Pilot & general release survey (approximately 2 weeks after deployment)

As part of user satisfaction survey services, Consultant will provide the County an overview of the survey results with high-level recommendations and opportunities to improve satisfaction and/or adjust strategy

4. Champion Program

Consultant shall provide consultative services to help drive a launch of a Champion Program for O365 solutions, including Teams. Consultant shall provide advice concerning how to engage Champions effectively. Additionally, Consultant shall provide a communication campaign and tailored training recommendations for this audience to better support all users as the County looks to deploy services to additional audiences. Consultant shall document a champion program strategy and work with the County CSM team to deploy the program to specific users that align with the program strategy. Included in this requirement is:

- o Comprehensive and scalable strategy for champions throughout Snohomish County

- Guidance for communicating to and training champions to drive advocacy
 - Development of a group to engage and communicate with the champions
5. Training Services
Consultant, upon mutual agreement with the County team, may provide ad-hoc training services to support project team knowledge transfer, special use-case and/or help desk training.
 6. User Support
Consultant will provide up to (5) business days of support between 8AM and 5PM PT for user tier 1 Q&A support via email, chat and phone for the Phase II Pilot Users.

VI. Phase III - Deployment and configuration services (Up to 3300 users)

A. Teams

1. Review Prerequisites with County and verify that they were completed properly:
 - a. Pre-migration review
2. Configuration of Teams Online phone system:
 - a. Consultant shall configure and enable voicemail for up to 3,300 phone system users
 - b. Consultant shall provide guidance on rollout of Teams phones:
 - i. Configuration
 - ii. Firmware updates
 - c. Assist with configuration of up to 5 conference room phones
 - d. Assist with configuration of up to 4 Teams Meeting Room Devices with licenses provided by County
 - e. Assist with configuration of up to 5 Common Area Phones (CAP) with licenses provided by County
 - f. Assist with configuration of up to 10 Call Queues
 - g. Assist with configuration of up to 10 Auto Attendants
 - h. Demonstrate the configuration processes above to County's IT personnel
3. Implement Teams Call Quality Experience:
 - a. Assist with the configuration of the Call Quality Dashboard in Teams for up to 20 sites/locations
 - b. Configure and review Teams Call Analytics
4. Teams Telephony Cutover Assistance:
 - a. Consultant shall provide 8 hours of a dedicated engineer to assist remotely with cutover from Skype for Business Server 2015 to Teams Phone System for each cutover event. Up to 8 cutover events will be in scope for the deployment of Phase III for a total of up to 64 hours.
 - b. Consultant engineer will assist with assigning licenses, spot checking migrated users, and finalizing configuration of Teams Auto Attendants and Teams Call Queues.

B. Functional Testing

Consultant shall conduct a full Test plan of all the applications listed in these requirements for a minimum of up to five (5) user accounts. The five (5) test users will be identified by the County. Consultant shall provide the Test plan to the County during the deployment and share the results as part of the project deliverables.

1. Teams Online:
 - a. Teams phone system:
 - b. Make / receive calls
 - c. Transfer a call
 - d. Team Ring
 - e. Audio conferencing
 - f. Voicemail
 - g. Integration with on-premise Telephony and PBX
 - h. Dynamic Emergency Calling (911 outbound)
 - i. Inbound and Outbound calls to/from a Teams analog device
 - j. Teams Call queues / Auto Attendants (cloud version of Skype for Business Server Response Groups)
 - k. Instant Messaging

- l. Presence
 - m. Desktop Sharing
 - n. Video
 - o. Teams Web Conferencing
 - p. Federation
 - q. Teams Mobility
 - r. Verify call quality dashboard reports
2. Cloud Voicemail:
 - a. Voicemail testing of leaving and checking voicemail
 - b. Auto attendant testing of dial by name and operator extension

C. Training and Knowledge Transfer

Consultant shall provide Informal Knowledge Transfer to the County throughout the project. Informal Knowledge Transfer is defined as: Informal activities provided when County staff, associates, or contractors are working side-by-side with Consultant, including whiteboard discussions, email threads, conference calls and facilitated meetings on technical topics.

1. Administrator Training

Consultant shall provide up to forty (40) hours of administrative training class for basic administration of the system with the following topics being covered:

- a. Teams Architecture Overview
- b. Teams System Administration
- c. Teams User Administration
- d. Teams Security
- e. Teams Troubleshooting
- f. Teams Best Practices

Classes will be conducted on County's actual system to optimize the reality and internalization of the training. Additional "Deep Dive" training on Teams, VoIP Gateways, and APIs may be requested but are not part of this scope. Additional "Deep Dive" training would be part of a mutually agreed upon change order. No training documentation, deliverables, work products or meeting summaries will be provided for the above sessions or activities. Training sessions may be recorded if desired by the County. Unused hours of Administrator training may be reallocated to alternate topics, at the request of the County.

2. Documentation

Consultant shall provide the County with System Handoff documentation upon completion of the deployment noting any changes or additions made to the County environment as part of the deployment. Consultant shall provide County with customized cutover documentation that details the step-by-step cutover process for users migrating from Skype for Business Server to Teams Phone System.

D. Adoption & Change Management Services for 3300 User Deployment

1. Communication

Consultant shall leverage the Communication Plan to design a custom branded communication template for use when communicating to staff. Each communication will showcase similar branding to drive brand recognition. The communication plan will dictate the messaging and communication template needs for this change. WIIFM, 'What's in it for me?' content will be prevalent among the template along with necessary calls to action.

Consultant shall create sequential communications based on the initial template to reach up to (6) personas. Each communication will be designed to drive awareness and engagement leading to adoption of the change. Multiple rounds of edits will be made to support changes to the communications.

2. Advocate and Sponsor Transition Guides

Consultant shall design messaging to support leadership, advocates, and sponsors as they support

their teams and peers throughout this transition. Content is designed to reiterate project and vision messaging as a means for portraying a unified, transparent, and cohesive change culture.

3. User Survey Services

Consultant shall design a user sentiment survey to support validation of success criteria related to satisfaction, adoption gaps and effort levels. The survey, developed in Microsoft Forms, will be provided to the County for distribution as a project artifact, in hyperlink form. Consultant will develop a communication that requests completion of the survey, with survey link embedded. Surveying is planned for the following junctures:

- o General release survey (approximately 2 weeks after deployment)

As part of user sentiment survey services, Consultant will provide the County with an overview of the survey results as well as high-level recommendations with opportunities to improve satisfaction and adjust strategy, as appropriate.

4. Training Services

Consultant will partner with the County team to develop and rollout Training Plan, including user training and communications templates. In addition, Consultant shall propose options for ad-hoc training services such as support for project team knowledge transfer, special use-case and/or help desk training.

E. Prerequisites – Completed by County unless otherwise stated

The following section describes high-level prerequisites known or required by the County.

1. Telephony Requirements (provided by County unless otherwise noted)

- a. Provide LAN connectivity for SBCs/VoIP Gateways (Configured by AudioCodes with Consultant)
- b. Supply Teams Certified IP phones and headsets
 - Before deploying UC phones, County shall ensure that the following required components are in place:
 - Active Directory users:
 - Phones that are associated with a Microsoft 365 Teams user will be associated with that user's Active Directory user object
 - User objects can be assigned policies and voice plans
 - County will enter user's phone number into Active Directory in e.164/10-digit format
 - Contact Objects:
 - Phones that are not associated with a specific user (common area phones, analog devices) will be associated with an Active Directory contact object
 - Teams Devices:
 - County's switches support PoE 802.3AF or 802.3at
 - Windows DHCP is in place

2. PBX Migration

County plans a migration of users over time – likely in phases - to mitigate risk, running parallel systems while migration occurs.

3. Supporting Infrastructure and Architecture – County Responsibilities

- a. Provision of properly configured, healthy, best-practices oriented AD configuration in the County's environment (either on-premises, in Azure, or both).
- b. Provision of properly configured, healthy, best-practices oriented Office 365 Tenant configuration in the County's environment
- c. Ensure that users that need the full Teams user experience, are enabled for Exchange Online, SharePoint Online and Office 365 Group creation.
- d. Provision of properly configured, healthy, best-practices oriented Single Sign-On (SSO) Infrastructure in the County's environment (either on-premises, in Azure, or both)
- e. Provisioning, deployment and testing of any T1s, POTS or SIP trunks at least two (2) weeks before the planned Teams deployment date:
 - This may require early delivery of the SBCs
- f. Provision of sufficient bandwidth (Internet and MPLS) to support desired Teams communications

- modalities such as voice, video, collaboration, etc.
 - g. Ensure network health to support real-time communications (switches, hubs, NICs, cabling, wireless access points, etc.) with acceptable packet loss, jitter and latency.
 - h. Ensure the network infrastructure supports QoS throughout:
 - Unless otherwise stated, QoS is deployed and configured by the County and not by Consultant
 - i. Ensure WAN Accelerators do not filter any of the ports utilized by Teams.
4. Design Planning – County shall:
- a. Attend envisioning workshop(s).
 - b. Provide access to SMEs as needed.
 - c. Designate County Technical Lead and Project Manager with whom Consultant can work.
 - d. Assign personnel as needed.
 - e. Allow Consultant to work alongside a County staff member with access to required networks, facilities, and systems associated with a Teams Phone System deployment.
 - f. Attend all design working sessions.
 - g. Provide all required data: process information, communications diagrams and all architecture documents relevant to the project.
 - h. Participate in planning and design sessions and decide on the overall project approach toward customization, testing, validation and deployment.
 - i. Provide Consultant pertinent policies and procedures with respect to project management and governance.
 - j. Participate in business organizational change management and all planning/activities required for development of adoption and change management strategy.
 - k. Review all prerequisite documentation and notify the Consultant project manager as soon as possible of any issues.
5. County Prerequisites and Production Implementation – County shall:
- a. Complete all items on the Prerequisites listed in this RFP and complete all items on the prerequisite list provided by Consultant as a deliverable of the planning and design session (provided at the conclusion of the planning and design session.)
 - b. Ensure adequate infrastructure required for a Teams deployment to meet project goals as defined in the planning and design phase.
 - c. Complete Telephony Requirements as listed above.
 - d. Provide Consultant with dedicated time of a County staff member that has adequate system administrator access for all systems to allow for a timely installation and configuration of all software being installed. Consultant may also be provided with a read-only access account. Any additional access required will need to be agreed upon by the County.
 - e. Provide the list of Auto Attendants/Call Queues, e911 information and numbers to mask that are in scope
 - f. Provide the list of pilot and production users in scope.
 - g. Provide help-desk support to end users.
 - h. Implement required operations procedures.
 - i. Manage detailed log of reported issues.
 - j. Provide Tier 1 help desk support for next-day deployment issues.
6. Adoption and Change Management – County shall:
- a. Attend organizational change management envisioning workshops/consulting sessions.
 - b. Coordinate attendance of all relevant parties for change management planning, discovery, and road mapping sessions.
 - c. Coordinate internal personnel for change management activities, such as Human Resources, Marketing, etc. for envisioning sessions and creation of user communications.
 - d. Identify key interested parties and organize meeting and interviews.
 - e. Participate in development and delivery of survey and encourage responses.
 - f. Participate in development of meeting topics.
 - g. Identify any applicable compliance and regulatory mandates.

- h. Coordinate internal email delivery of user satisfaction surveys.
 - i. Disperse communications to users.
 - j. Provide appropriate access to Consultant Subject Matter Experts (SME) as needed (i.e. Teams Administrator credentials, etc.)
 - k. Assign personnel as needed in support of training sessions.
 - l. Attend all scheduled training sessions.
 - m. Provide all required data: process information, communications diagrams and all architecture documents relevant to the project which would be needed to conduct appropriate system training.
 - n. Designate an Organizational Training Lead with whom Consultant can work.
 - o. Schedule and coordinate communications for attendance of training sessions.
 - p. Be responsible for business organizational change management and all planning/activities required for development of adoption and change management strategy.
 - q. Review all prerequisite documentation (which will be provided as a deliverable of the planning and design phase) and notify the Consultant project manager as soon as possible of any issues.
 - r. Conduct further user training outside of this project scope.
 - s. Assess helpdesk preparedness for support of the Teams environment.
 - t. Send all relevant training communications to affected sites and/or to relevant users.
7. Production Testing—County shall:
- a. Create user Acceptance Test Plans (UAT) and work toward any network hardware or network infrastructure upgrades/changes to support end state.
 - b. Installing additional technology products and/or Infrastructure besides Teams and SBCs.
 - c. Sign off on Test Plan, which will be provided by Consultant during the implementation phase.
8. Training—County shall:
- a. Attend training.
 - b. Conduct further user training.
 - c. Assess helpdesk preparedness.
 - d. Send out all communication to sites and to effected users.

VII. Areas Out of Scope

Areas that are out of scope for this project include, but are not limited to, the following:

- 1. Third party PBX programming or PSTN provisioning.
- 2. Configuration of QoS on County's network infrastructure.
- 3. Network discovery, engineering, bandwidth testing, or performance validation.
- 4. Guarantee of voice quality. It is the County's responsibility to assure that proper networking and QoS are in place to support real-time voice traffic. Consultant will provide guidance around voice quality best practices; however, the County acknowledges that Consultant cannot guarantee the voice quality.
- 5. Guarantee of Teams Web Conferencing (audio/video/application and screen sharing) working with external participants - Some external meeting attendees may be part of organizations whose firewalls block or prevent inbound/outbound traffic that Teams requires for full functionality.
- 6. Teams software deployments, or other software, except as listed above.
- 7. User creation or adjustments outside of the one hundred (100) Pilot Users
- 8. Certificate work, AudioCodes will be configuring the SBC certificates.
- 9. Active Directory work, except as listed above.
- 10. Deployment of Teams endpoint devices.
- 11. Guidance on, or creation of, Teams client deployment installation packages for installation of Teams clients.
- 12. Disaster recovery, high availability, or design / implementation of failover of any component of this implementation. (Discussion of SBAs and architecture design is in scope)
- 13. Configuration of load balancers.
- 14. Integration with third party application solutions (e.g. call recording, fax servers) except as listed above (AVST, ATAs, etc.).
 - o Consultant will only be held responsible to implement features and capabilities supported by Microsoft and agreed upon by the parties. AVST does not currently directly integrate to Teams. Any interoperability would be via PSTN/Phone Call forwarding.

15. Onsite cutover/first day of business support (Consultant SME will be dedicated remotely but not onsite).
16. Migration of current voicemail messages out of the current platform into Cloud Voicemail.
17. Migration of voicemail messages from existing premises-based voicemail messaging servers into Microsoft Cloud Voicemail.
18. Decommissioning of old systems.
19. Physical installation or cabling of servers or any other hardware.
20. Other deliverables, installation of hardware or software, or configuration of applications that are *not* specifically listed as a Consultant responsibility.

VIII. Project Completion Criteria

The full system supplied by the Contractor (including all hardware, software, custom configurations, training, and support agreements) has been installed or delivered to the County and is fully functional and proven to be satisfactory to the project sponsor. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and accepted through testing (at the discretion of the County). Upon completion of each milestone, Contractor will submit a Milestone Acceptance Form – Attachment 2 to the County for review and approval.

IX. Rolling Estoppel

County assumes responsibility for providing the resources as indicated in the SOW. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County’s fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if Contractor knew of that problem and failed to include it in the applicable report.

In the event Contractor identifies a situation wherein County is impairing Contractor’s ability to perform for any reason, Contractor’s deficiency report should contain Contractor’s suggested solutions to the situation(s). These suggestions should be in sufficient detail so that County project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

X. Timeline

Contractor is required to meet all milestone deadlines specified in the SOW and Attachment 1 Implementation Schedule. Attachment 1 shall be updated and agreed to by the County and Contractor during planning sessions.

XI. Fees

Invoices may be initiated upon signature approval of a Milestone Acceptance Form – Attachment 2, from an authorized representative from Snohomish County for each milestone. Contractor will be paid for the work Accepted by County as specified in this SOW in the table below:

Table 1: Implementation Fees

Item	Item Description	Cost per Item
Milestone 1: <ul style="list-style-type: none"> • Agile Project Management Planning / Prorated Execution • Completed Planning and Design Session 	Invoice Net 30 Days from Acceptance Date	\$13,430.50

<p>Milestone 2:</p> <ul style="list-style-type: none"> • Agile Project Management / Prorated Execution • Planning Design Session Documentation • Strategic Advice 	<p>Invoice Net 30 Days from Acceptance Date</p>	<p>\$4,774.20</p>
<p>Milestone 3:</p> <ul style="list-style-type: none"> • Agile Project Management / Prorate Execution • Working Teams Solution -includes Configuration and/or validation Skype for Business and existing on prem servers • Configuration and validation of hybrid connectivity to County's O365 Government Tenant • Configuration of Teams Audio Conferencing • Configuration of Teams Online with Phone System • Configuration of Dynamic Emergency Calling (E911) • Validation of existing Teams Certified Session Border Controller (SBC) (Direct Routing) • Configuration of existing analog gateways • MS Teams IP Phone Provisioning, Infrastructure Configuration - Cerium • Support of Cutover Events in Phases II, III • SBC Cutover Support 	<p>Invoice Net 30 Days from Acceptance Date</p>	<p>\$48,153.30</p>
<p>Milestone 4:</p> <ul style="list-style-type: none"> • Agile Project Management / Prorate Execution • Provide Technical expertise to support the migration of Skype for Business Response Groups (RG) and Exchange Auto Attendants to Teams Call Queues and Auto Attendants • Teams Voice Deployment - Dial Plan and Voice Configuration includes: <ol style="list-style-type: none"> 1. Quality Dashboard Enablement & Configuration 2. Teams Voice Survivability - provide education and reference architecture for local site survivability 3. Assist with migration of existing AudioCodes MediaPack gateways that are supporting panic buttons, common area phones, overhead speaker integrations and possibly fax machines 4. E911 Programming 5. Microsoft Teams Conferencing solutions include Teams Meeting Rooms and audioconferencing devices. Includes video collaboration and endpoints testing and validation 6. Caller ID Masking Migration - trunk translation rules 	<p>Invoice Net 30 Days from Acceptance Date</p>	<p>\$24,749.10</p>
<p>Milestone 5:</p> <ul style="list-style-type: none"> • Agile Project Management / Prorate Execution • Use Communication and Training- Adoption includes: design user communication regarding migration, user documentation, training in preparation of migration. • Change Management - Adoption and Change Management Strategy • Adoption Success Criteria Matrix • Adoption Health Check 	<p>Invoice Net 30 Days from Acceptance Date</p>	<p>\$29,858.70</p>

<ul style="list-style-type: none"> • User Communication and Training Plan • User Communication for 100 IT Phone users • Administration Training • Cutover Documentation • System Handoff 		
Milestone 6: <ul style="list-style-type: none"> • Managed Services 	Invoice Net 30 Days from Acceptance Date	\$14,739.00
	Total	\$135,704.80

Table 2: Implementation Fees Billable in Increments

Item	Item Description	Cost per Item
Additional End User Training as Directed by the County - \$200.00 per hour, minimum 2-hour segments; maximum 15 attendees per session	Invoiced Monthly as Services are Rendered	Estimated Total \$20,000.00
Out of Hours Services \$292.50 per hour Engineering Services (Microsoft, Audiocodes, Video)	Invoiced Monthly as Services are Rendered	Estimated Total \$18,000.00
Un-used Incremental Fees for each line item in Table 2 may be utilized for a different line item as needed in Table 2		
Total Incremental Fees Not to Exceed		\$38,000.00

XII. Project Managers

County Project Manager ("SCPM")		Contractor Project Manager ("CPM")	
Name:	Scott Warren, IT Project Manager 5	Name:	Amber Waller
Address:	3000 Rockefeller Avenue M/S 709 Everett, WA 98201	Address:	1636 W First Avenue, Spokane WA 99201 (corporate office)
Phone:	(425) 312-0653	Phone:	425-492-8785
Email:	Scott.Warren@snoco.org	Email:	awaller@ceriumnetworks.com
County Project Sponsor ("SCPS")		Contractor Project Manager ("CPM")	
Name:	Fred Hartmann, Division Manager Infrastructure and Security Systems	Name:	Ryan Clabaugh, Director, Collaboration
Address:	3000 Rockefeller Avenue M/S 709 Everett, WA 98201	Address:	1636 W First Avenue, Spokane WA 99201 (corporate office)
Phone:	(425) 388-3998	Phone:	509-536-8632
Email:	Fred.hartmann@snoco.org	Email:	rclabaugh@ceriumnetworks.com
County Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
Name:	J.D. Braathen, Systems Supervisor	Name:	Kyle Brown, Microsoft Solution Architect
Address:	3000 Rockefeller Avenue M/S 709 Everett, WA 98201	Address:	1636 W First Avenue, Spokane WA 99201 (corporate office)
Phone:	(425) 388-7171	Phone:	425-492-8702
Email:	JD.braathen@snoco.org	Email:	kbrown@ceriumnetworks.com
County Subject Matter Expert ("SCSME")		Contractor Project Manager ("CPM")	
Name:	Evan Perez, Systems Engineer 5	Name:	Mark Vogl, Senior Implementation Engineer
Address:	3000 Rockefeller Avenue M/S 709 Everett, WA 98201	Address:	1636 W First Avenue, Spokane WA 99201 (corporate office)
Phone:	(425) 388-3277	Phone:	406-255-2217
Email:	Evan.perez@snoco.org	Email:	mvogl@ceriumnetworks.com
		Contractor Project Manager ("CPM")	
		Name:	Austin Aiken, Implementation Engineer

		Address:	1636 W First Avenue, Spokane WA 99201 (corporate office)
		Phone:	509-536-8619
		Email:	aaiken@ceriumnetworks.com

ESCALATION PATH

Snohomish County:

Lisa Hillman, IT Deputy Director, (425) 388-3022, Lisa.Hillman@snoco.org

Cerium Networks, Inc.:

Roger Junkermier, President, (509) 536-8656, Rjunkermier@ceriumnetworks.com

XIII. Sites and Locations

All work will be conducted remotely.

XIV. Attachments

- Attachment 1 Implementation Schedule
- Attachment 2 – Milestone Acceptance Form