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C-9547
12/18/2014

CITY OF GLENDALE, ARIZONA

PURCHASE AND INSTALLATION AGREEMENT AND STATEMENT OF WORK

(BCM to Shore Tel Migration Projects)

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

This Statement of Work (SOW) is made and entered into between Copper State Communications, with offices at 1919 S. Country Club Rd., Tucson, Arizona, 85713 (Copper State) and "City of Glendale" (Customer), with its facility located at "6835 N. 57th Drive Glendale, AZ 85301" as of the date last written below ("Effective Date").

This SOW is governed by, incorporated into, and made part of the **Copper State Communications Purchase and Installation Agreement** (Agreement) between Copper State and Customer. This SOW defines the services and deliverables that Copper State shall provide to Customer under the terms of the Agreement. The terms of this SOW are limited to the scope of this SOW, activities not expressly included in this SOW are to be considered outside this SOW.

Customer also understands that by signing this document Customer acknowledges that in the event an issue is discovered which adversely affects the performance of the system which Copper State or its partners determine is related to customer's network or network infrastructure including third party issues such as Telco, network configuration, network design, network equipment and cabling. Customer may be charged an hourly rate as set forth in Copper Sate's then current price list for professional services *required to remedy the problem.*

In the event of a system impacting problem, resolution of the problem may require Copper State to perform network or network infrastructure modifications or upgrades which the customer will be responsible for any and all additional costs. All support and maintenance performed by Copper State will be billable on a time and materials basis at an hourly rate set forth in Copper State's then current price list. I am also aware that there is no guaranteed response time associated with this time and materials service.

This SOW consists of this signature page and the following Exhibits and Appendices which are incorporated in this SOW by this reference:

1. Exhibit 1 - Project Scope, Pricing and Responsibilities of the Parties
2. Exhibit 2 - Standard SOW Terms
3. Appendix A – Change Request
4. Appendix B – Additional Customer Location Sheet

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

COPPER STATE COMMUNICATIONS	"City of Glendale"
BY:	BY:
NAME: Bart Corbett	NAME: Brenda S. Fischer
TITLE: Manager	TITLE: City Manager
DATE: 1/6/15	DATE: 2/22/14

ATTEST:

City Clerk

Approved as to form

City Attorney

EXHIBIT 1

PROJECT SCOPE AND RESPONSIBILITIES OF THE PARTIES

1.0 PROJECT SCOPE:

1.1 Definitions: Standard Definitions are provided in Section 1 of Exhibit 2. Definitions specific to the Services provided herein are as follows:

1.1.1 "Systems" or the CSC provided equipment consisting of equipment on Schedule A of the purchase and Installation agreement.

1.1.2 "Data System Configuration" – the infrastructure switches, routers, VPN Gateways, protocols, routing & feature configurations which allow voice & data transport on the proposed infrastructure.

1.1.3 "Voice Layout" - the process of interviewing and collecting customer telephony requirements.

1.1.4 "Fabrication" – the process of infrastructure build and burn-in.

1.1.5 "Implementation" - the installation & testing of the infrastructure and solution components.

1.1.6 "Cutover" - the process of moving from the existing infrastructure to the proposed infrastructure supporting a production user community.

1.1.7 "Training" – the process of training a defined user community on the use of new telephony instruments, voicemail and basic administrative tasks.

1.2 Services:

1.2.1 Copper State shall provide Services for the implementation of the Systems at the Customer site(s) and equipment listed in Exhibit A of the Purchase and Installation Agreement. As described in Section 2 Responsibilities of the Parties, Services shall include:

- **Project Management.**
- **Voice Layout**
- **Data System Configuration**
- **Fabrication**
- **Implementation**
- **Cutover**
- **Training**

This SOW does not cover additional services such as network audit & network security.

1.3 Deliverables:

Upon completion of the implementation Copper State shall provide the as built configuration documentation (electronic copy) to the Customer.

1.4 Project Schedule:

Once approved by Council, City and Copper State will develop a mutually acceptable implementation schedule.

Task	Start Date	End Date
Award Of Contract	TBD	
Project Kickoff Meeting to launch the project.	TBD	
Equipment Ordering	TBD	
Voice Layout	TBD	
Database Sign Off	TBD	
Infrastructure Equipment Fabrication	TBD	
Communication to City staff of impending migration	TBD	
Database Upload	TBD	
Data Infrastructure Install	TBD	
Voice Infrastructure Install	TBD	
Infrastructure Cutover	TBD	
Train the Trainer by CSC Project Manager	TBD	
City Trainer coordinates training process with City staff	TBD	
Post Cutover Helpdesk	TBD	
System Acceptance	TBD	

Schedule dates are estimates only

1.5 Primary Contacts: Unless specified otherwise in writing, the primary contacts for Customer and Copper State shall be:

Customer Contact:	**Linda Colantro**	**Copper State Contact:**	Matt Wilson
Telephone Number:	**623-930-2113**	**Telephone Number:**	602-455-3243
Facsimile Number:	**623-939-8113**	**Facsimile Number:**	602-272-2828
E-mail address:	**lcolantro@glendaleaz.com**	**E-mail address:**	mawilson@copper-state.com

2.0 RESPONSIBILITIES OF THE PARTIES.

2.1 Project Management:

2.1.1 Copper State Responsibilities:

1.) Provide a single point of contact ("Copper State Project Manager") for all issues relating to the Implementation Services. Such person shall be identified in Section 1.5 and shall be available during Normal Business Hours & Scheduled Project Hours outside of the business day.
2.) Designate a backup contact when the Copper State Project Manager is not available. The backup is can be reached at or @copper-state.com
3.) Maintain Current (Proposed) Project Plan.
4.) Manage escalation procedures & process with Manufacturer.
5.) Participate in regularly scheduled meetings with the Customer to discuss the status of the Implementation.
6.) Review floor plans and facilities documentation received from Customer.
7.) Ensure Copper State employees and any subcontractors conform to Customer's reasonable workplace policies, conditions and safety regulations that are consistent with Copper State's obligations herein and that are provided to Copper State in writing prior to commencement of the Services; provided, however, that Copper State's personnel or subcontractors shall not be required to sign individual agreements with Customer or waive any personal rights.

2.1.2 Customer Responsibilities:

1.) Designate a single point of contact to whom all Copper State communications may be addressed and who has authority to act on all aspects of the Services. Such primary contact shall be identified in Section 1.5 and shall be available during Normal Business Hours & Scheduled project hours outside of the business day.
2.) Designate a back per site up when the Customer contact is not available who has the authority to act on all aspects of the Services in the absence of the primary contact.
3.) Unless otherwise agreed to by the parties, provide information and documentation required by Copper State within two (2) business days of Copper State's request.
4.) Notify Copper State of any hardware and/or software upgrades or any other changes within the Customer's Network at least thirty (30) business days prior to the upgrade.
5.) Notify Copper State of any Installation scheduling change at least seventy-two (72) hours prior to the originally scheduled installation date. Scheduling changes and/or cancellations made after this 72-hour window may be subject to Copper State's then current cancellation penalty charge.
6.) Provide Customer Site building layouts, including the floor plans, location of cables, power sources intermediate distribution frames, main distribution frames and demarcation points.
7.) Supply the workplace policies, conditions and environment in effect at the Customer Site. Implementation.
8.) Customer must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements, Customer will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications, customer will assume responsibility for the cost to supply and install any infrastructure required to accommodate.
9.) The area in front of the servers, routers, and switches should remain clear and unobstructed for a distance of (2) two feet.
10.) Servers, routers, and switches should be located in a physically securable area.
11.) Servers, routers, switches, and any other rack mountable equipment should be mounted in a rack at a minimum of 3 ft. and a maximum of 6 ft. above floor level.
12.) Extend all required network demarcation points to within five (5) feet of the equipment that is to be installed.

13.) Extend proper electrical power to within five (5) feet of the equipment to be installed
14.) This implementation assumes the customer is running IP only on the network. IPX, SNA, and other protocols will not be included in any configuration.
15.) The customer is responsible to provide all required rack space. Any required rearranging or removing existing equipment to provide rack space will be the responsibility of the customer.
16.) IP Data and IP Voice will be converged onto the same cabling infrastructure
17.) The environment of the intended installation point of the equipment must be free of:
- Moisture (Both humidity and standing water)
- Large Particulate Matter
- Any Sized Airborne Particulate Matter
- Excessive Temperatures

18.) Any building alterations necessary to meet wiring and other site requirements.
19.) Environmental modifications as required for the hardware.
20.) Customer acknowledges that while Copper State maintains overall responsibility for the management and delivery of the services requested, Copper State may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
21.) Copper State shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by customer, faulty cabling or site access restrictions.
22.) In the event a UPS (uninterruptable power supply) is not provided, Copper State shall not be responsible for any damages directly or indirectly related to power related problems.

2.2 Voice Layout:

2.2.1 Copper State Responsibilities:

1.) Copper State will provide personnel to review dialing patterns on both the ShoreTel and Avaya systems.
2.) Information collected includes Dialing Plan, VM boxes and ring-no-answer, busy destinations for each mailbox user and message waiting key configuration.
3.) Download all current "large" AA recordings from Call Pilot

2.2.2 Customer Responsibilities

1.) Ensuring availability to participate in layout process.
2.) Identifying areas and personnel to participate in layout process.
3.) Provide written scripts and voice recordings for all auto attendant menus and information mailboxes that will be changed from current AA recordings and information mailboxes that reside on the Avaya Call Pilot.
4.) Identify auto attendant menus, schedules as required

2.7 Data System Configuration:

2.7.1: Copper State Responsibilities:

1. **None**

2.7.2: Customer Responsibilities:

1.) Will provide Copper State all static IP addresses for the new system, servers and pc's with telephony applications being implemented on the networks.
2.) Customer is responsible for all data traffic on the network (including server traffic, network applications, email, etc.). The end responsibility of network applications will lie with the customer.
3.) Customer will provide assistance in trouble shooting any potential issues within their LAN/WAN and will bear any costs associated exclusive of any Copper State provided equipment.
4.) Customer will also need to enable QOS and prioritize voice traffic on this existing network equipment including all switches and routers if applicable. Copper State will send all voice traffic out with an expedited forwarding Diffserv Code point of 40 or 46 depending on system type
5.) Provide Network and Systems Administrators on an as needed basis for solution integration. These resources need to be available during all implementation, design and planning phases.
6.) Customer is responsible for ensuring Power over Ethernet infrastructure in place or have ordered power adaptors to power IP telephones.

7.) With proper authorization from the customer, vendor is to understand in the event that an issue is discovered which adversely affects the performance of the ShoreTel System which Copper State determines is related to the customer's network or network infrastructure including Telco, network configuration, network design and cabling. Customer may be charged at Copper State's then prevailing rates to remedy the problem.

8.) With proper authorization from the customer the customer may have a network assessment done for a fee. If customer chooses to waive a network assessment then the customer understands that if necessary Copper State may perform an assessment to aid in diagnosing a problem on the network and would then bill customer at current prevailing rates for this service.

9.) It is the Customer's responsibility to make sure that both the Customers Legacy Network LAN and WAN infrastructure will meet and support VoIP specifications that provide *acceptable VoIP quality.* ***Network reconfiguration and/or upgrades of the data network (including LAN/WANhardware/software) are the responsibility of the Customer and are outside this SOW. Below are Listed some things that are required to assure a successful deployment.***

- Switched media (no hubs)
- Non-Blocking Ethernet switch architecture
- Minimum 100MB Ethernet LAN (no Token Ring)
- Category 5E or better cabling for all telephone stations
- Adequate bandwidth to support voice, video and data traffic volume demands over the network. Each VoIP call can consume approximately 96Kbps of bandwidth.
- Low delay to ensure a good quality voice conversation (< 125ms is recommended)
- Minimal packet loss must be three (3)% or less between endpoints to ensure parts of a conversation are not distorted or lost, especially during bursty data traffic flows.
- Low jitter (less than 20ms) to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.
- Separate VLAN for voice traffic is strongly recommended
- Quality of Service (QoS) throughout the VoIP path by placing only voice in the highest priority queue to ensure voice gets the bandwidth and latency required for effective voice communication is strongly recommended.

2.8: Fabrication:

2.8.1: Copper State Responsibilities:

1.) Build and load the distributed voice server software on VM servers that currently reside at the City Site.
2.) Load all new ShoreTel Licensing on existing HQ server
3.) Build database import files for ShoreTel VM users
4.) Convert all Current "large" AA greetings into ShoreTel required format.
5.) Provide customer with written instructions on conversion process

2.8.2: Customer Responsibilities

1.) *Provide two additional VM Ware servers for loading up of two additional distributed* voice server on the ShoreTel system.
1.) Build database import files for ShoreTel VM users
2.) Build all AA with options in excel format for implementation
3.) Work with Copper state to test conversion instructions

2.9: Implementation:

2.9.1: Copper State Responsibilities:

1.) Load Database import file for ShoreTel System as built in fabrication.
2.) Train existing City of Glendale Voice Administrator in the conversion process

2.9.2: Customer Responsibilities:

1.) Copper State will coordinate equipment delivery with Customer based on a mutually agreed delivery schedule. Customer should be aware that equipment may be delivered to the site in stages, and Customer is responsible for equipment once it is delivered to the site.

2.) Customer will test the conversion process and provide acceptance to Copper State for the process.
3.) Build all AA with options within the ShoreTel system
4.) Upload all converted greetings to newly built AA within ShoreTel

2.10: Cutover:

2.10.1: Copper State Responsibilities:

1.) Migration schedules will be set based on input from COG Voice Administrator with a maximum of 300 mail boxes moved per business day
2.) Change user Profiles on ShoreTel
3.) Change hunt and fdn on Avaya system users
4.) Change MSG Waiting key on Avaya extensions
5.) Repoint CDP and ACD DN's as needed on the Avaya system.
6.) Test call routing from ShoreTel to Avaya and Avaya to ShoreTel and ensure forwarding to mailbox is correct.
7.) Point DID to AA menus as needed and test.
8.) Provide cutover team consisting of engineers, & Project Management.
9.) Copper State will also provide post cut support including a help desk and trained personnel for up to 8 hours the day after entire conversion is complete.

2.10.2: Customer Responsibilities:

1.) Identify at-least one customer individual to be available during cutover if needed.
2.) COG Voice administrator will assist with cutover and VM box conversions
3.) Issues and problems will be reported to the customer Single Point of Contact for resolution or transfer to Copper State

2.11: Training:

2.11.1: Copper State Responsibilities:

1.) Copper State will provide a soft copy of a voice mail end user training guides to city for city personnel to train end users.

2.11.2: Customer Responsibilities:

1.) Train all users on setup and use of new ShoreTel VM system.

EXHIBIT 2

STANDARD SOW TERMS

STANDARD DEFINITIONS.

1.1 **"Customer Site(s)" or "Site(s)"** - the physical site(s) designated by the Customer (other than Copper State sites) where the Services may be performed.

1.2 **"Deliverable"** - all documentation, whether in hard copy or electronic form, such as analyses, reports, manuals, test results, or any other item other than Product provided by one party to the other pursuant to the terms of this SOW.

1.3 **"Professional Services"** - the activities specified in this SOW such as project management, Voice & Data design, Voice & Data configuration, Fabrication, *Implementation, Cutover, and Training performed by Copper State.*

1.4 **"Installation"** - the physical activity required to place a Product into a Customer Site.

1.5 **"Network"** - a connection of Products and other equipment and devices that communicate with each other.

1.6 **"Normal Business Hours"** - the hours of Monday through Friday 8:00am to 5:00pm local time, excluding any Copper State observed holidays. A list of Copper State observed holidays will be provided upon request.

1.8 **"Product(s)"** means hardware and/or software in connection with which Services are being provided herein.

1.9 **"Project Plan"** - a plan documenting all aspects of the Services.

1.10 **"Professional Services" or "Services"** - the services provided by Copper State to Customer under this SOW.

1.11 **"Site Survey"** - an assessment by Copper State of the readiness of the Customer Site *for the Implementation of the Product as further defined below.*

1.12 **"Staging"** - the assembly and software loading of Product prior to Installation at Customer Site.

2.0 SERVICES:

2.1 Copper State shall provide Professional Services to Customer as set forth in Exhibit 1.

3.0 COMPLETION.

Upon completion Copper State will notify the customer of completion by providing a delivery and acceptance certificate. In order to refuse acceptance of the Services performed, Customer must provide Copper State with full details that show that Services do not conform to the SOW. Copper State shall address such non-conformance in a timely manner. Copper State shall compile an action plan to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

4.0 ASSUMPTIONS.

The following assumptions together with those detailed elsewhere were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then Copper State may modify the price, scope of work or Milestones. Any such modifications shall be managed by the Change Management Procedure set forth in Section 5.

4.1 Where applicable, Customer's Site shall be ready prior to the date scheduled for Copper State to perform the Services. Costs associated with Customer's failure to (1) make the Customer Site ready (as determined by Copper State); or (2) meet any of the other responsibilities specified in this SOW shall be billed at Copper State 's then-current time. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.

4.2 Unless specified otherwise in this SOW, Services shall be performed during Normal Business Hours. Customer is responsible for any additional labor costs associated with Services performed outside Normal Business Hours which are above and beyond the scope of this SOW.

4.3 This SOW defines exclusively the scope of the Services that Copper State shall provide to the Customer. This SOW shall not apply to any purchase, support or maintenance of the Product, the terms of which will be agreed upon under a separate agreement.

4.5 Any acceptance tests conducted in respect of the Services detailed in this SOW shall apply only to the Services detailed herein and shall not constitute acceptance or rejection of any Product purchased or licensed separately by Customer.

4.6 Copper State shall have a lead-time of up to 30 days from acceptance of Customer's purchase order to begin Services.

4.7 Copper State will require a schedule extension of up to 30 days for any personnel change requests made by Customer.

4.8 Union labor is not required.

4.9 **Services not covered under this SOW:**

- 4.9.1 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by Customer or a third party or use by Customer or a third party other than as specified in the applicable manufacture-supplied documentation.
- 4.9.2 Copper State Services to resolve software or hardware problems resulting from third party equipment or services beyond the scope of this SOW.
- 4.9.4 Any hardware upgrade required to run new or updated software.
- 4.9.5 Activities not expressly included in the SOW are outside the scope of this SOW.

5.0 CHANGE MANAGEMENT PROCEDURES.

5.1 It may become necessary to amend this SOW for reasons including, but not limited to, the following:

- 5.1.1 Customer's changes to the scope of work and/or specifications for the Services,
- 5.1.2 Customer's changes to the Project Plan,
- 5.1.3 Unavailability of resources which are beyond either party's control; and/or,
- 5.1.4 Environmental or architectural conditions not previously identified.

5.2 In the event either party desires to change this SOW, the following procedures shall apply:

- 5.2.1 The party requesting the change will deliver a "Change Request" (attached as Appendix A) to the other party. The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Deliverables and/or the schedule.
- 5.2.2 A Change Request may be initiated either by the Customer or by Copper State for any changes to the SOW. The Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- 5.2.3 Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
- 5.2.4 Copper State is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon by both parties.

5.3 Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

APPENDIX A
CHANGE REQUEST

In reference to the Section titled Change Management Procedures of the above referenced Statement of Work between Copper State Communications ("Copper State") and ***City of Glendale.***, ("City of Glendale"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the existing Statement of Work (SOW).

1. **Change Request Number:**

2. **Reason for Change Request:**

3. **Changes to SOW:**

4. **Schedule Impact:**

5. **Cost Impact:**

SOW/Change Request	Services/Product	T&E	Total
a.			
b.			
c.			

6. **Purchase Order Issuance (if applicable):** Customer shall issue a written Purchase Order to Copper State, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of **$0.00**, or shall deposit additional funds as requested by Copper State.

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request to be fully executed.

COPPER STATE COMMUNICATIONS		Customer: City of Glendale	
BY:		**BY:**	
NAME:		**NAME:**	Brenda S. Fischer
TITLE:		**TITLE:**	City Manager
DATE:		**DATE:**	12/22/14

ATTEST:

City Clerk

Approved as to form:

City Attorney