

NORTH CAROLINA

GUILFORD COUNTY

THIS CONTRACT is hereby made and entered into this 21st day of April, 2016, and effective as of the 1st day of November, 2016, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**COUNTY**," and **NWN CORPORATION**, a corporation with a place of business in Waltham, MA, hereinafter referred to as the "**PROVIDER**," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the PROVIDER and PROVIDER agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of **Hosted Voice over IP, Unified Messaging and Contact Center Services**; and,

WHEREAS, the PROVIDER has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. Goods and/or Services.** PROVIDER will provide the goods and/or services as set forth in their **Proposal (Exhibit I)**, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the PROVIDER'S Proposal (Exhibit I) and the first three (3) pages of this Contract, the first three (3) pages of this Contract shall prevail and control.
- 2. Pricing.** As full compensation for PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out in Exhibit I. Payment will be made by the COUNTY to PROVIDER within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The maximum financial exposure to the COUNTY under this Contract will not exceed **\$2,636,985.00**, which is based on the monthly payment of \$43,949.75 for sixty (60) months, as further described in Exhibit I.
- 3. Appropriation.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY BOARD OF COMMISSIONERS other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 4. Term.** This Contract shall be in effect for five (5) years, beginning November 1, 2016, and ending October 31, 2021, with the option to extend for two (2) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written Agreement of both Parties.
- 5. Amendment.** The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.
- 6. Termination.** Either Party may terminate this Agreement for any reason and without penalty upon sixty (60) days written notice to the other Party prior to the end of the Contract period and as further described in **Exhibit I** hereto and subject to payment of any early termination fees set forth in Exhibit I. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in

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NWN CORPORATION (PROVIDER)**

advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

7. Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

_____, President
NWN CORPORATION
2520 Whitehall Park Drive, Suite 250
Charlotte, NC 28273

8. Independent Contractor/Indemnification. PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the PROVIDER or any employee or agent of PROVIDER. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

9. Assumption. If PROVIDER should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, PROVIDER must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, PROVIDER will submit the name and address of the assuming PROVIDER'S registered agent for service of process and/or all notices required under this Contract.

10. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

11. Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes PROVIDER from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to PROVIDER.

12. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably.

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throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

13. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

14. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. Iran Divestment Act of 2015. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

NWN CORPORATION

ATTEST:

President

Corporate Secretary

Printed Name: _____

(CORPORATE SEAL)

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Guilford County Finance Director

STATE OF NORTH CAROLINA

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of NWN CORPORATION (the entity doing business with GUILFORD COUNTY, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 201_____.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the
_____ day of _____, 201_____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)



EXHIBIT I - GUILFORD COUNTY CONTRACT NO. 67229-03/16-013

Hosted Voice over IP, Unified Messaging and Contact Center Proposal



Prepared for:

Guilford County

Hemant Desai

Networking & Telecommunications Manager

201 West Market St.

Greensboro, North Carolina 27401

Telephone: 336-641-6727

Prepared by:

NWN Corporation

Todd Enter

Senior Account Executive

Tenter@nwnit.com

Phone: (336) 333-5252

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Executive Summary and Project Overview

Guilford County (“Guilford County” or “the County”) has engaged NWN Corporation to develop and implement a plan to transition the management, support, and administration of the County’s on premise Cisco based telephony and voice mail system to NWN as a hosted services offering. The primary objectives of this project are:

- Reduce operational expenses
- Enable Guilford County IT resources to focus on higher-level activities in support of the County’s core business
- Assure continuous access to the latest collaboration features from Cisco
- Eliminate capital expense volatility associated with upgrade cycles and annual maintenance
- Achieve the fastest “time-to-value” possible for the project

Guilford County has engaged NWN to propose a Statement of Work to perform the Professional Services required for the implementation of a Cisco Hosted Collaboration Solution (HCS), Cisco Emergency Responder (CER), Cisco Unified Presence/Jabber (CUPS) and an Informacast Emergency Notification and Paging System intended to support Guilford County Unified Communication and Voice needs.

The NWN proposed Hosted Collaboration Solution (HCS) is designed to support all of the users across Guilford County’s multiple buildings therefore allowing Guilford County to offer the same user experience, flexibility and collaborative tools throughout the organization regardless of the location.

The project can be summarized by the following key objectives:

- Implement a Cisco Hosted Collaboration Solution (HCS) that will provide the following services and functionality:
 - Hosted Call Control, Unified Messaging, Contact Center, Unified Presence, Emergency Responder and Informacast Paging Servers.
 - Ongoing hosting, support, and management of the HCS Architecture.
- Implementation of a Cisco Unified Contact Center Express (UCCX) System to support the Contact Centers groups and the following functionality:
 - 150 Agents/Supervisors – UCCX Seats.
 - Inbound voice call routing and call queuing
 - Call Recording/Quality Management – 30 day retention policy
- Implement ISI’s call accounting software to provide departmental billing of NWN’s hosted services
- Monitoring and management of existing Cisco Voice Gateways.
- Implementation of Cisco Jabber for instant messaging/chat, presence, desktop video, desktop sharing and visual voice mail functionality.

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- Ongoing hosting, support, and management of the Cisco Unified Communications Manager (CUCM), Cisco Unity, Cisco Contact Center, Cisco Emergency Responder (CER), Cisco Unified Presence, and Information Paging Systems Architecture.

During this project NWN will deploy the Hosted Collaboration as described below and the customer premise equipment necessary to support the collaborative applications. As part of it NWN will:

- Review the current configuration of the network infrastructure and provide recommendations for the implementation best practices for the support of the Unified Communications System.
- Assist Guilford County in gathering requirements from the different business units and map those to user-specific feature/functionality to be configured on the Hosted Collaboration Solution (HCS).
- Gather requirements and analyze the call flows and business processes from the different business units in order to map those to user-specific feature/functionality and call flows to be configured on the Cisco Unified Contact Center Express (UCCX) System.
- Deploy the Cisco Hosted Collaboration Solution, which comprises of Cisco Unified Communications Manager Servers, Cisco Unity Connection Servers, Cisco Contact Center, Cisco Emergency Responder, ISI Call Reporting and Informacast Paging.
- Provide centralized SIP trunking from NWN's hosted datacenters
- Provide ongoing monitoring and management of Guilford County's existing voice gateways.
- Train the IT staff through hands on experience and knowledge transfer on the use of the Cisco Unified Communications and Collaboration tools and the feature/functionality enabled in the system.
- System documentation and technical hand-off of the system to NWN's NCare/NCloud groups for ongoing Management/Monitoring.

NWN is grateful for the opportunity to provide this proposal to Guilford County, and we look forward to a long and mutually valuable partnership.

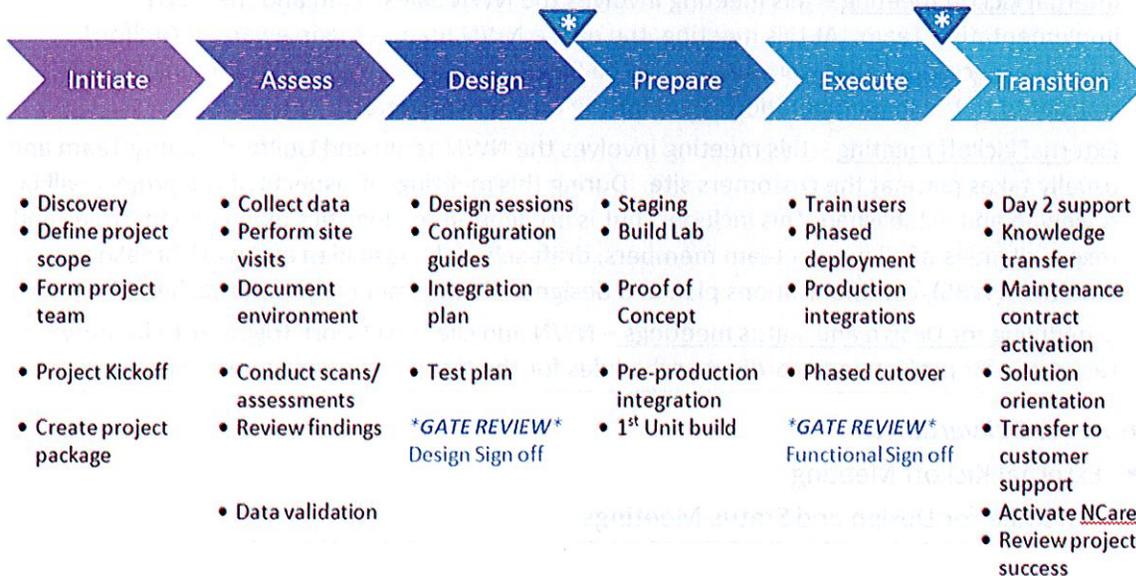
Project Delivery Methodology

NWN manages Hosted VoIP implementations with a documented and proven methodology and will work with the Guilford County to align our methodology to the specific needs. At the beginning of the project, a dedicated and local NWN Client Services Manager is assigned.

Their role is to manage the overall scope and to help you achieve the results you are looking for. The Client Services Manager coordinates the NWN team-- Professional Services, NCare Managed Services, Sales, Operations, and Finance organizations as well as works hand-in-hand with your designated contacts as your advocate for any questions and concerns that may arise during the project. The following outlines the roles and responsibilities of the NWN Client Services Manager:

- Manages the procurement of Guilford County specific equipment and maintenance included in your solution
- Oversees implementation phases of the project
- Manages change orders and completion sign-offs
- Assures a smooth transition from the integration phases into the support phases of the project
- Manages Guilford County relationship throughout implementation and support phases

The diagram below shows the entire Project Delivery flow and the contents of each phase.



NWNComm Rollout – Detailed Approach

Project Management

An NWN Project Manager will be assigned to this project, utilizing the NWN project methodology (*see diagram above*), to ensure the successful delivery of this initiative as defined in this scope. The following outlines the roles and responsibilities of the NWN Project Manager:

- Act as a single point-of-contact between NWN and the Guilford County
- Ensure thorough project communication with project stakeholders and team members
- Develop & maintain detailed project plan, task plan, schedule & communications plan
- Prepare, distribute & communicate regular status, action item & related project reports
- Manage project scope and respond to change requests
- Define and manage the escalation process
- Conduct project kickoff, status, milestone and review/closure meetings
- Review all Project Documentation and Deliverables
- Oversee knowledge transfer

1 – Initiate Phase

- Internal kickoff meeting – this meeting involves the NWN Sales Team and the NWN Implementation Team. At this meeting, the entire NWN team is made aware of Guilford County expectations that were set during the Sales process to ensure all communication is translated to the Implementation Team for the on-site work effort.
- External kickoff meeting – this meeting involves the NWN Team and Guilford County Team and usually takes place at the customers site. During this meeting, all aspects of the project will be reviewed and established. This includes, but is not limited to: logistics management, roles and responsibilities of all project team members, draft schedule, task plan and work breakdown structure (WBS), communications plan and design and implementation approaches.
- Scheduling for Design and status meetings – NWN and client will work together to identify resources for project and coordinate schedules for the Design and Status meetings.

Milestones & Deliverables:

- External Kickoff Meeting
- Schedule for Design and Status Meetings

2 – Assess Phase

- Readiness Assessment – The NWN team will work with The Department to ensure each location is ready to have VoIP deployed. The readiness assessment will collect data on the current LAN and WAN designs and configurations of the in scope locations. Site data collection includes: Cisco Communication Manger configurations, Cisco Unity configurations,

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switch configurations, router configurations and WAN connectivity designs and assumes client can provide configurations and topology diagrams.

- Document Environmentals – NWN will compile a findings document and related recommendations based on the project scope and the site findings. This document will be presented and reviewed with the customer as the basis for the detailed design activities.

3 – Design Phase

- End User Requirement Definition and Configuration Database Gathering – NWN will provide the Guilford County with a User Database form to be completed by the client and reviewed at the Design Meeting. These topics will include:
 - Coordinate with Guilford County to plan, design, and implement all station and telephone programmable features.
 - Create worksheets to guide Guilford County representatives to plan and design features such as line appearances, hunt groups, pick-up groups, etc.
- Network Design Meeting - After the completion of the network configuration review, NWN and the Guilford County team will hold a series of network design meeting to discuss the findings from the network configuration review and the technical aspects of the Network Infrastructure. NWN expects the Client will come prepared with documentation and resources necessary to cover all topics. These topics will include:
 - Quality of Service (QoS) and security best practices
 - Hardware/software version review
 - IP routing and IP addressing
 - VLAN Layout
 - WAN circuit design
 - SIP/PSTN connectivity design
 - LAN/WAN configuration design to support CER
 - Existing application server and gateway design
- NWNComm Design Meetings – After the completion of the network design meetings, NWN and the Guilford County team will hold a series of design meetings to discuss the technical aspects of the hosted Unified Communications services. NWN expects the Client will come prepared with documentation and resources necessary to cover all topics. These topics will include:
 - Architecture and Software version features review
 - Unified Communications device compatibility check
 - Migration strategies
 - User database review
 - Auto-Attendants and specialized voice-mail options
 - Call flows
 - Dial Plan
 - Site survivability

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- ISI Call Accounting
- Contact Center
- Informacast paging
- Jabber and Unified Presence
- Cisco emergency responder
- Discussion of downtime and risks
- Guilford County responsibilities
- Existing application and gateway integrations
- SIP trunking
- DID porting procedures and requirements
- Voice gateways and SRST – (Guilford County will utilize with existing analog PSTN circuits)
- Existing analog VG and ATA devices
- Call Manager Express integration
- Vendor Communications - Once cutover strategy is defined NWN and Guilford County will meet with 3rd party vendors to establish, review and agree on cutover plan if required. Any 3rd party resources used will be paid for by Guilford County.
- Fallback Plan – NWN and Guilford County will build into the design a fallback plan for each stage of the migration. Being that the rollout will be a phased migration, dial plans and network connectivity will be in place for the migration, thus making a fallback plan easier to execute on.
- Gate Review - At the end of this Design meeting, NWN has gathered enough information to create final design document for the installation of the equipment. The design document will include configuration parameters specific to the install and any key technical decision made during design. The design will conform to Cisco guidelines and recommendations and the completed design document will be submitted for Guilford County approval prior to proceeding with the install.

Milestones & Deliverables:

- Design meeting and project plans for implementation of the Hosted Communications Solution.
- Design Document

4 – Prepare Phase

- Hosted Collaboration Provisioning – NWN will provision the Hosted Collaboration Solution which and all of its applications in NWNComm’s Hosted Collaboration Infrastructure. The Hosted Collaboration Solution (HCS) will include the following components:
 - Cisco Unified Communication Manager (CUCM) Servers - These will provide call processing.

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- Cisco Unity Connection Unified Messaging (CUCn) Servers – This will provide unified messaging services.
 - Cisco Contact Center Express (UCCX) Server – This will provide call center and queueing capabilities
 - Cisco Unified Presence Server (CUPS) – This will provide instant messaging/chat and presence functionality
 - Cisco Emergency Responder Server – This will provide e911 location based services
 - Informacast Server – This will provide paging to the phones
 - NWN centralized SIP trunking services
 - NWNcomm’s service assurance, monitoring and management suite
- **System Configuration** – After provisioning all the Unified Communications services NWN will complete the base system configuration which will include:
- CUCM System Configuration - Call Routing, Media Resources, Devices and Users Configuration.
 - Bulk Administration Tool Templates and files to import all Cisco Unified IP Phones and voicemail users.
 - Cisco Unified Mobility (Single Number Reach) Configuration.
 - NWN will ensure that database replication is functioning within the CUCM cluster.
 - Cisco Unity Connection System Configuration - Call Handlers, Directory Handlers, Class of Service, Subscriber Templates, Subscribers and Single Inbox/Unified Messaging.
 - Cisco Emergency Responder System Configuration
 - UCCX System and Subsystems
 - Develop UCCX Call Application Scripts, configure Contact Service Queues (CSQ) for the new groups and add all necessary configurations to support routing for inbound voice calls, ANI call routing, simple queueing, and workflow automation.
 - Configure all agent and supervisor profiles accordingly.
 - Customize Voice Application to allow the County’s to record the voice prompts to be used on the Contact Center, update them as necessary and close the Contact Center in case of emergencies. The County’s will be responsible for providing the voice talent for the recording of the prompt. Such person should be readily available to the County’s so voice prompts can be updated as needed in the future.
 - LDAP integration between UCM and Guilford County’s Active Directory environment
 - CUPS System configuration – Instant messaging, presence, desktop video, desktop sharing and visual voice mail configurations
 - Integration with existing paging amplifiers (connectivity and analog ports will be provided by Guilford County).
 - NWN will perform a complete system test and validate all functionality.
- **Standard Phone Features** – NWN will configure, test and label all station equipment including electronic sets, wall sets, analog sets, and consoles. This shall include time during normal business hours for the rollout and testing of all station sets. The list below is a sample of the features NWN will configure. The final list of features and configurations are determined during the design phase. The following is a sample of the features that will be implemented.

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1. Multiple line appearances on phone
2. Fast Transfer: Blind or Consult
3. Busy Lamp Field
4. Call Forward: <Busy, No Answer> Voicemail
5. Call Forward: <All> Restricted Access
6. Standard Ring-Tones
7. I-Divert (active/inactive)
8. Call Waiting (Yes/No)
9. Internal Caller ID
10. External Caller ID (as supported by carrier)
11. Last Number Redial
12. Corporate Directory
13. Station Speed Dial with configuration changes from IP phone
14. Call Park
15. Meet-Me
16. Call Detail Records (enabled/disabled)
17. Out of "The Box" Music On Hold
18. Cisco Unified Mobility

– As sited in the Guilford County Hosted VoIP Project Plan and Contract

- Existing Telephony Integrations – Implement integrations between the current Cisco Communications Manager systems and NWN’s hosted VoIP solution.
- Jabber Client Installation – Install and configure the Jabber client on 3 desktop/laptops. Document installation and configuration procedures for the Guilford County. Guilford County is responsible for deploying the Jabber client. NWN will assist Guilford County with creating a MSI installation package for automated client installation.
- Network, PSTN and Analog Connections – NWN will provide the County with requirements for all internal network connections. It is Guilford County’s responsibility to provide any necessary cables, connections, panels and labor associated with bringing PSTN, internal network or internal analog cabling to the equipment. All connections must be identified prior to the start of the project. NWN does not provide cabling services of any kind.
- WAN Connectivity – NWN will provision two MPLS circuits for connectivity to Guilford County. NWN will work with Guilford County to terminate connectivity from two locations on the Guilford County buildings and NWN’s Raleigh datacenter

5 – Execute Phase

- GATE REVIEW: Production readiness acceptance (Go/No-Go) – NWN will review the production cutover and implementation with the County to verify that the solution is functioning in their environment as presented in this scope and the detailed design from the earlier Gate Review.
- Phased implementation – NWN, working with Guilford County’s technical team, will implement the new solution in phases as defined in the Design Phase. Tasks include:
 - Migration phones and voice mail to NWN’s hosted solution (existing voice mail will not be transferred to the new system)

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- Migration of Contact Center agents and supervisors to NWN’s hosted Contact Center solution.
- Deploy CER functionality
- Deploy Informacast paging (where applicable)
- Deploy Unified Presence and Jabber (Guilford County is responsible for Jabber client installation)
- Integrate the existing voice gateways with the hosted Communications Manager cluster
- Port existing DID’s to NWN’s SIP service
- Network/System Troubleshooting – NWN will troubleshoot and diagnose technical issues associated with this project. Any issues not related to Unified Communications will require a change order and may affect the schedule of events planned for this project. NWN will work with the Guilford County to isolate and identify network/system issues as well as provide assistance within reasonable boundaries.

Milestones & Deliverables:

- Delivery of the detailed Bill of Materials (BOM) equipment &/or software components as identified in the Reference Materials section of this document.
- Installation and Configuration of the following based on parameters referenced in the approved Design Document:
 - Deployment of Hosted Collaboration Solution (HCS) dedicated for Guilford County
 - Go Live
 - Gate Review- production implementation acceptance by the County

6 – Transition

In this phase, on site engineering is complete. Engineers will be focused on completing technical documentation and a review with project team. The PM will verify approval for final billing and schedule and complete Project Review and Closure meetings with client. The project next enters into the Support and Management phase for the duration of the agreement.

Activities in this phase of the project include:

- Day 2 Support – NWN remains on site to address and diagnose any problems that arise due to the migration to the new environment. NWN troubleshoots issues and Guilford County needs to provide a resource with troubleshooting knowledge of their network, software applications and end user devices. Once the new system is agreed to be stable by NWN and the Guilford County IT Staff, NWN will starts the process to finalize the documentation for the project. NWN and Guilford County will formalize a detailed list of open items. Open items within the scope of this project will be addressed and resolved. Open items deferred due to Guilford County’s availability will require a change order to complete.

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- Knowledge Transfer – NWN’s technical team on the project conducts a solution orientation session and knowledge transfer with the Guilford County’ designated staff. This does not replace manufacturer specific technical training on the specific equipment, but provides a solid overview of the final design and configuration and how to manage the environment using NWN’s hosted collaboration administrative portal. Details of this session are:
 - 2 sessions with up to four Guilford County technical staff members at the Guilford County’ site/ NWN site.
- Maintenance Contract Activation – NWN reviews any manufacture’s maintenance contracts purchased as part of this project and ensure those contracts are properly activated.
- Transfer to NWN NCare Support – NWN provides final “As Built” documentation to the NWN’s managed services team on the solution implementation and transition the project to the our technical support staff.
- Project Closure Meeting – NWN conducts a project review, acceptance and closure meeting to close out the project. This includes a review of the scope for completion, BOM deliverables, final documents and Guilford County acceptance and survey documents.

Milestones & Deliverables:

- Technical documentation, to include:
 - Quick Reference Guides, Admin & configurations guides from manufacturer
 - All manufacturer’s manuals and documents received with products
- Project documentation, to include:
 - Project plan &/or task list, including work schedules
 - Status reports (written and/or verbal)
 - Action item list & Issues reports

Support and Management

In this phase, NWN will provide management of and support for the hosted solution. Engineers will be focused on managing and maintaining the healthy functioning of the hosted solution, providing end user support and administration services, and performing upgrades.

Assigned Support Team

- Solution Engineer Assigned to Account:** A solution engineer is a level 2 engineer with a broad set of experiences. For all levels of support, a solution engineer is assigned to your environment to facilitate a deeper understanding of your environment to assist in troubleshooting issues and providing valuable analysis reports of your network infrastructure. Also, they represent an additional point of contact into the managed services organization and a single point of escalation.
- Client Service Manager Assigned to Account:** NWN will assign a Client Service Manager (CSM) to take ownership for all activities associated with the client account. The key metric of their success is the Guilford County satisfaction ratings provided by the client as part of the annual operations assessment. Their role will be to manage the functional change request process, SLA reporting, Guilford County communications and being Guilford County advocate.

Monitoring and Incident Support

NWN will support the hosted solution, gateways located on the County's network, and any additional devices or applications listed in the support configuration. NWN will monitor the health and performance of the hosted solution and NWN-managed critical devices on the County network. All monitoring alerts will be reviewed by the NWN Command Center. NWN will respond to alerts according to the Incident support information below.

Task	Supported
Incidence	
Hardware	✓
Operating System	✓
Configuration	✓
Performance	✓
Circuit	✓
Security	✓
Back-ups	✓
Messaging (if messaging device included in scope)	✓
IP Communication (if IPC device included in scope)	✓
Device Management	✓

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Examples of the types of issues we will resolve include:

- Communications Manager/Unity faults or hosted solution performance issues
- Gateway faults or performance issues
- Connectivity incidents or performance issues
- SIP or PRI Telco Connectivity

Incidents are escalated based on Severity. Severity is defined as follows:

Priority Level	Definition for Monitoring, Management & On-Demand Support Services
Priority 1	<ul style="list-style-type: none"> • A critical system or service is unavailable, causing a severe impact on operations. There is no alternative, redundant or back-up to this system or service.
Priority 2	<ul style="list-style-type: none"> • A critical system or service is slowed or interrupted, however a work-around is in place so that operations can continue. • A service interruption is occurring on a non-critical system or service.
Priority 3	<ul style="list-style-type: none"> • The functionality of a non-critical system or service has been degraded. • An error has been detected that is not affecting service performance or availability.

Should a Level 1 issue be identified, NWN will focus an engineer or team of engineers to fix the problem.

Vendor escalation will, many times, be immediate. For Level 2 and Level 3 situations, the client and NWN will agree upon an action and escalation plan based upon criticality and resource availability.

The County will designate a list of authorized callers that NWN will validate for security purposed upon opening a new case. It is the County’s responsibility to notify NWN should this contact list change. Notifications should be emailed and all urgent changes should be followed up via a phone call to the NWN Command Center.

For client-managed devices and applications that are part of the voice infrastructure (notably, switches), it is the client’s responsibility to resolve incidents and to ensure compliance with individual vendor’s requirements regarding version supportability. Products that are no longer supported by their respective vendor will be supported by NWN on a “best-effort” basis. If NWN can obtain support for these products on a “for-fee” basis, NWN will seek approval for this additional support from the client and will pass all fees associated with such requests back to the client. If NWN is requested to assist in troubleshooting client-managed devices and applications, additional hourly charges may apply.

System Support Services

NWN will provide 24/7 system support services for the hosted solution. The client may request support by email or by calling the NWN Command Center. Examples of the types of issues we will support include:

- User Administration (Moves, Adds, Changes)
- RMA processing (SmartNet required)

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The client or desktop support partner will be responsible for physical movement, return, and replacement of handsets as well as providing appropriate switch connectivity and PoE for handsets.

Monthly Management Reporting

Tracking and reporting are key components of the support services. On a monthly basis, NWN will provide a summary report of the work performed on the County's behalf. This will include:

- Incidents
- Scheduled Maintenance
- Functional Change Requests

Monthly Incident reporting

Incidents are captured in the ticketing system. On a monthly basis a snapshot is taken of what incidents have been completed over the course of the month as well as what incidents are currently outstanding. This information is included as part of the monthly summary report.

Monthly Scheduled Maintenance reporting

Scheduled Maintenance activities are captured in the ticketing system. On a monthly basis a snapshot is taken of what scheduled maintenance has been completed over the course of the month as well as what schedule maintenance is currently outstanding. This information is included as part of the monthly summary report.

Monthly Change request reporting

Functional Change requests are captured in the ticketing system. On a monthly basis a snapshot is taken of what functional change requests have been completed over the course of the month as well as what functional change requests are currently outstanding. This information is included as part of the monthly summary report.

7x24 Online Ticket Creation and Status

7x24 online access to the NWN ticketing system enables the County's to both create new tickets and find out the status of an existing ticket. When tickets are created, they are immediately routed to our command center engineers who are available 7x24. These tickets will be reviewed and addressed appropriately depending on the priority and level of service required.

In addition, any time day or night you can check the status of an existing ticket. Find out where it is in the work cycle, who it has been assigned to and what work has been accomplished to date.

Tickets may also be created via email.

Monthly analysis reports

On a monthly basis, the client will receive an analysis report of the critical information captured with regards to the client's environment along with a technical summary about the key statistics. These reports can be utilized to identify preventative maintenance activities as well as future planning on the technical direction for the network environment.

Scheduled System Maintenance

NWN will perform industry standard maintenance on the hosted solution and supported client devices in order to keep the system healthy, backed up, and functioning optimally. Should a scheduled system maintenance activity result in system unavailability, NWN will perform that maintenance during an off-hours window and will provide a minimum of 1 week notice.

Emergency System Maintenance (Un-scheduled)

NWN reserves the right to perform emergency maintenance on the hosted solution and supported client devices in order to keep the system operational and functioning optimally. Should an emergency maintenance activity be required to either prevent or resolve an emergency, NWN will notify the appropriate the County contacts as soon as possible before corrective actions are taken.

System Upgrades

NWN will upgrade the client environment to new releases within 18 months of release. Allowances may be made for 3rd party applications that are integrated with the client environment. Clients will upgrade 3rd party integration environments to compatibility to major Cisco releases within 24 months. NWN will upgrade client environments to minor releases upon agreement and as necessary.

Cisco's Compatibility Matrix is located at:

http://www.cisco.com/en/US/docs/voice_ip_comm/cucm/compat/ccmcompmatr.html

General Services Included

Annual Operational Assessment

NWN works to go beyond the tactical day-to-day support services, and include an annual operational assessment.

During the course of ongoing monitoring, support, and maintenance, work is performed and problems are solved on a tactical level. The annual assessment process is designed to ensure tactical IT Operations are in sync with strategic business goals and objectives.

Key components of the Annual Operations Assessment include:

- Match business challenges to potential Technology Solutions
- Review and adjust existing levels of support. Create action plans for improving level of support and value.
- Provide feedback on new and emerging technologies and trends
- Discuss effectiveness and satisfaction with NWN's services
- Improve NWN's understanding of the client's Business and internal Processes
- Understand the Risks and Impact to the Organization related to technology options
- Understand the Financial Metrics / ROI of technology choices

NWN Communication Service Level Agreements

Service Levels are calculated and reported monthly, and measured quarterly. Service Levels apply to support tasks based on priority and applicable NCare service.

Priorities are defined as follows:

Priority Level	Definition for Monitoring, Management & On-Demand Support Services
Priority 1	<ul style="list-style-type: none"> A critical system or service is unavailable, causing a severe impact on operations. There is no alternative, redundant or back-up to this system or service.
Priority 2	<ul style="list-style-type: none"> A critical system or service is slowed or interrupted, however a work-around is in place so that operations can continue. A service interruption is occurring on a non-critical system or service.
Priority 3	<ul style="list-style-type: none"> The functionality of a non-critical system or service has been degraded. An error has been detected that is not affecting service performance or availability.

NWNComm	Service Level Agreement
<ul style="list-style-type: none"> Service Availability 	NWNComm services will be available, measured from NWN's datacenter facility, 99.99% each month. ¹
<ul style="list-style-type: none"> Incident support 	Incidents within NWN's control will be resolved within the following timeframes (80%). ² <ul style="list-style-type: none"> Priority 1 – 4 hours Priority 2 – 2 business days Priority 3 – 3 business days
<ul style="list-style-type: none"> Service Requests / MACD 	Service Requests within NWN's control will be completed within the following timeframes (95%). ² <ul style="list-style-type: none"> Priority 1 – 4 hours Priority 2 – 1 business day Priority 3 – 2 business days
<ul style="list-style-type: none"> Functional Change Request 	Functional change requests completed within the following timeframes (80%) after customer authorization. ² <ul style="list-style-type: none"> Priority 1 – 2 business days Priority 2 – 5 business day Priority 3 – 10 business days

¹ Excludes scheduled maintenance. Other components of service availability are architecture dependent.

² Does not include time spent waiting for action outside of NWN control (including approval). Reporting period must contain a minimum of 10 case per priority.

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<ul style="list-style-type: none"> Support Availability 	NWNs Network Operations Center will be staffed 7 X 24 X 365
<ul style="list-style-type: none"> Monthly Reporting 	Monthly reporting will be delivered within 10 business days of the end of the reporting period

NWNComm SLA Penalties

Service Availability

The Service Availability Percentage will be 99.99% or greater. In the event that NWN fails to meet the 99.99% Uptime Percentage Service Level Agreement (SLA) in any calendar month during the Term, NWN shall issue Customer the following credits:

Service Level Credit (% of Monthly Recurring Charge):

99.99% and above	No Credit
between 99% and 99.98%	2%
between 98% and 98.99%	5%
between 97% and 97.99%	7%
between 96% and 96.99%	10%
between 95% and 95.99%	12%
between 94% and 94.99%	15%
between 93% and 93.99%	17%
Less than 93%	20%

Service Requests / MACD

In the event that NWN fails to meet the 95% target, NWN shall issue Customer a \$7.50 credit for each Service Request/MACD below the 95% target.

Client Requirements, Terms and Conditions

General Assumptions:

- The contract term is for five years beginning on the date the final phone is cut over to NWN's hosted solution.
- Billing:
 - NRC (Non-Recurring Charge/One-time fees) will be due upon contract execution.
 - MRC (Monthly Recurring Charge) services fees will be due the 1st of every month following service activations.
- NWN will start billing for services once a phone has been migrated to our service.
- If the project is put on hold due to Guilford County delays for a period over 60 days the County and NWN will work together to address closure of the existing project. A Project Change Request will be provided that addresses how to handle remaining billing on the project as well as how the remaining tasks will be completed. Re-scheduling the project is subject to existing NWN workload and will be scheduled accordingly.
- The County is responsible for deploying the Jabber client to end users. Remote user access for Jabber will require VPN connectivity to the County's network.
- The County will assist NWN with communication around and the porting of DID numbers. The County will need to sign a Letter of Authority (LOA) that will allow NWN to work with AT&T on the County's behalf.
- The County is responsible for all LAN and switching configuration changes that are required to implement Cisco Emergency Responder. NWN will provide the configuration changes that will be required.
- The County is responsible for providing Cisco SMARTnet or current maintenance contracts for all Cisco Voice Gateways and Call Manager Express Routers. This is required in order for NWN to obtain software updates/patches from Cisco and to have access to Cisco TAC. NWN will work with the County on a strategy to replace the gateways and routers once they are no longer supported by Cisco.
- NWN will provide best effort support for Cisco IP Phones that have reached end of support status or don't have an active SMARTnet or maintenance contract.
- The Master Services Agreement (MSA) in place between NWN and the County serves as the general terms and conditions of these services. This SOW proposal presents the specific details of this project under that agreement. These terms are supplemental to the MSA; any point of conflict defaults to the terms and conditions presented in the MSA that is in place between both parties. If no MSA is in effect between NWN and the County, the Terms and Conditions established in this SOW constitute the contract between both parties.
- Services may include use of certain equipment owned by NWN that is located at the County address, but the title to the NWN equipment will remain with NWN.
- the County agrees it will not engage in the following activities and will hold NWN harmless in the event that the County or one of the County's users:
 - Utilize the service to commit a fraud upon another party
 - Unlawfully uses the service
 - Abuses or misuses NWN's network or service

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- Project pricing assumes the County credit line has been established with NWN Corporation.
- Incremental additions, changes and deletions to device counts can be executed via a written change order to this contract and billing changes will be affected at the next billing cycle. Examples of changes include but are not limited to bandwidth, additional circuits, and/or number of users.
- For Monitoring Support: the County will provide space, power, network and internet connectivity for each monitoring server needed for the scope of the contract. NWN will provide the hardware and software for the monitoring server.
- The scope of services as outlined in the proposal applies to maintaining a healthy production local area network and wide area network environments.
- The scope of services as outlined in the proposal applies to maintaining a healthy production UC environment. Upgrades to the existing on premise application server and gateway environments would be considered outside the scope of this arrangement and would be treated as a project which would be contracted separately.
- In the event of any conflict between this agreement and the MSA the terms of this contract shall prevail.
- In the event of contract termination, NWN will have legal right to take possession of any equipment offered as a service under this agreement. All Equipment shall be returned to NWN at the date of service termination in the same condition and working order as when delivered to the County, reasonable wear and tear excepted, at NWN's expense.
- NWN shall retain all right, title and interest in the Hardware. All Hardware furnished to the County by NWN shall (i) be clearly marked or tagged as the property of NWN; (ii) be kept free of liens and encumbrances; (iii) not be modified in any manner by the County; and (iv) be maintained by the County with the same degree of care as the County uses with respect to its own valuable equipment, but in no event less than a reasonable degree of care for similar equipment. NWN shall bear the risk of loss or damage while the Hardware is in transit to and from the County's facility. While the Hardware is in the County's possession, the County shall bear the risk of loss or damage, including any internal Hardware moves made by the County. The County shall provide NWN a certificate of insurance or other proof of insurance or self-insurance at NWN's request that evidences the County's insurance coverages with respect to the Hardware and that the Hardware is covered by such insurance, and shall name NWN and its successors and assigns as an additional insured on such policies. The County shall endeavor to provide NWN with at least thirty (30) days prior written notice should the insurance be cancelled or coverage reduced.
- Equipment return policy is governed by the equipment manufacturer.
- Unless other specified, working hours for engineering services are normal business hours (8:00 am to 5:00 pm), Monday through Friday with no limitations of access to the workplace. Work performed after normal business hours will be billed at an additional charge.
- The County commits to the device counts listed in the Supported Devices section of this SOW for the duration of the contract.
- NWN will bill the County monthly, in advance for services performed under this SOW.
- NWN will invoice the County (net 30 days) for all materials when shipped and ownership passes, regardless of shipping destination. Procuring materials at time of contract protects the County project pricing and assures materials are available to meet project timelines.

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- The Installation, Customization and Initial Configuration services that are outlined in the Project Financial section will be invoiced upon contract approval.
- Payment terms are: NET 30 Days. Payment will be made by the County to NWN within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- Warranties offered by the manufacturer will be passed along to the County. Extended warranties are available at an additional cost. No warranty on engineering labor services is implied, extended or presented in this proposal. Any disputes on the quality or validity of the engineering services are to be presented to NWN prior to the close of the project.

Technical Requirements/Assumptions:

- the County will perform and/or provide the following design/technical components as part of the delivery of this project:
 - Provide current network design.
 - Provide IP address schema and design specs.
 - Participate in all design and planning sessions and be prepared to sign off on all milestones.
 - Third party delays are recognized and accounted for.
 - The County provided information is correct and current.
- The County must provide outside phone and Internet access, at no additional charge, for all NWN staff when onsite.
- The County will ensure LAN Infrastructure is in place and configured to support Cisco Unified Communications. In the event NWN is asked to assist the County with LAN configurations, a Change Order will be issued for additional services
- The County is responsible for all hardware, software, licensing, maintenance or other required resources not explicitly listed on the Bill of Materials and subsequent Purchase Order.
- NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work. This includes IOS upgrades on existing equipment.
- NWN is not responsible for any unknown hardware or software that may not be compatible with Unified Communications version 9.
- The County is responsible for all LAN and WAN configuration work effort to establish proper internal network connectivity in this scope of work.
- the County is responsible for all existing switch and router configuration work needed to establish proper connectivity in this scope of work unless otherwise noted in this SOW.
- The County will ensure that all structured wiring and structured wiring components are in place and operational to support the efforts in this project.
- The County will ensure that adequate electrical power, UPS, and surge protection are in place and operational to support hardware and software listed on this project.
- Equipment racks, shelves, and environmental requirements such as heating and cooling are the responsibility of the County. NWN will provide the County with these requirements upon request.
- The County is responsible for existing switch, router, and firewall configurations that may be required to complete this project. If NWN assistance is requested a change order will be required.

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- The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to the County related issues, then a change order will need to address any additional costs that arise due to this delay.
- NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work.

Operational requirements/ assumptions:

- Assigning a representative to this project, who will coordinate the installation activity with the NWN Project Leader?
- Provide access to all work locations along with safety, access, security & emergency protocols.
- As needed, provide a work area for NWN to use during on-site activities to include Internet and public phone network access.
- The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to the County related issues, then a change order will need to address any additional costs that arise due to this delay.
- The County and NWN will mutually agree upon downtime prior to any installation and ensure this downtime is scheduled in advance so the County can make appropriate preparations at the facility.
- Provide parking passes and adequate parking for the NWN project team.
- When applicable provide the best possible prints and floor plans for use during the installation. These prints and floor plans will become the property of NWN.

Guilford County Requirement/Deliverables:

- Assigning a representative to the scheduled activities/ engineering work, who will coordinate the movement and activities of the NWN staff member.
- A Customer Point of Contact will be available as needed.
- Provide access to all work locations.
- As needed, provide a work area for NWN to use during on-site activities.
- Provide adequate parking or parking passes for the NWN service team.
- Provide the best possible information (technical, policies, procedures, and prints, diagrams) to accomplish the assigned activities.
- Provide safety and security information related to the work area, building egress, etc. during the onsite work.
- The County will facilitate and provide any site work permits needed for requested services.

Project Financials

The below pricing summary shows both the initial Non-Recurring Fees/One-Time costs (NRC), monthly recurring costs (MRC). The MRC will be billed monthly for the term of the contact.

Pricing Summary:

Guilford County							
Part Number	Description	Quantity	NRC Per Item	MRC Per Item	Item Type	Extended NRC	Extended MRC
User and Device Licenses							
NWNComm-1001	Essential and Analog Device Service - includes adv call accounting	119	\$ -	\$ 5.00	Device	\$ -	\$595.00
NWNComm-1005-MIG-N	Foundation plus Messaging Service - Migration - Includes adv call accounting	2246	\$ -	\$ 8.50	Device	\$ -	\$19,091.00
NWNComm-1007	Messaging Service Only	1	\$ -	\$ 3.75	User	\$ -	\$3.75
Hosted Voice and Messaging Platform - High Availability							
laaS-UCM-5000-HA	Cisco UC Server (UCM <5,000 Devices)	1	\$ -	\$ 1,365.00	Platform	\$ -	\$1,365.00
laaS-VM-5000-HA	Cisco UC Server (Unity <5,000 Devices)	1	\$ -	\$ 910.00	Platform	\$ -	\$910.00
Call Center Services							
laaS-CC-500	Cisco Call Center (<500 Agents)	1	\$ -	\$ 910.00	Platform	\$ -	\$910.00
NWNComm-1505	Call Center Agent or Supervisor	150	\$ -	\$ 53.00	Agent or Sup	\$ -	\$7,950.00
NWNComm-1506	Call Center Quality Management	150	\$ -	\$ 10.00	Agent or Sup	\$ -	\$1,500.00
Telecom Circuits							
NWNComm-1450	MPLS - 10M - Customer Provided	2	\$ -	\$ 1,200.00	Custom	\$ -	\$2,400.00
NWNComm-1420	Centralized SIP Trunks (Local & LD)	225	\$ -	\$ 16.00	Trunk	\$ -	\$3,600.00
NWNComm-1423	DID Service (New or Ported) - Includes up to 50 directory listings	2500	\$ -	\$ 0.65	DID	\$ -	\$1,625.00
Managed Devices - Includes support, implementation and product replacement							
NWNComm-1109	Managed Gateway - Existing	25	\$ -	\$ 160.00	Gateway	\$ -	\$4,000.00
Total						\$ -	\$43,949.75

Payment: As full compensation for NWN's delivery of the goods and/or services, the County agrees to pay the amounts for the goods and/or services as set out herein. Payment will be made by the County to NWN within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The financial exposure to the County under this Contract is not to exceed \$2,636,985.00, which translates to the monthly cost being \$43,949.75 per month as shown on the Pricing Summary above.

NWN Communication Contract Termination Schedule

The Contract Termination Schedule is based on the Contract Termination Value. The below matrix below shows in detail the additional costs associated should the County decide to terminate this contract before maturity. The County will be required to notify NWN in writing 3 months in advance of their intent to cancel. After the three month notice, NWN will assess an early termination fee based on the schedule below.

Included in this fee are the services to assist the Guilford County with the transition to another Unified Collaboration/Communication system if the contract is terminated.

Contract Termination Value: \$TBD

Timing	Termination Fee
• 0 to 12 months	80% of Contract Termination Value
• 13 to 24 months	60% of Contract Termination Value
• 24 to 36 months	40% of Contract Termination Value
• Greater than 36 months	Months executed / 60 (Total months) * Contract Termination Value

Approvals

In order to complete this contract, we must receive the following:

- Signed copy of this document
- Authorized Purchase Order

The undersigned certifies that he/she is duly authorized to commit the County to pay for the above products and/or services upon satisfactory delivery and/or performance:

Guilford County		NWN	
By (authorized signature)		By (authorized signature)	
Name (Print or Type) Marty K. Lawing		Name (Print or Type)	
Title (Print or Type) Guilford County Manager	Date:	Title (Print or Type)	Date:
ATTEST:	Guilford County Clerk to Board	ATTEST:	Corporate Secretary
(COUNTY SEAL)		(CORPORATE SEAL)	