

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and NEC Corporation of America with an address at 3929 West John W Carpenter Freeway, Irving, Texas 75063 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Carl Thornton at phone number (805) 681-5581 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Bret Rome at phone number (562) 506-2350 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advanced written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Carl Thornton, Communications Manager, 4568 Calle Real Bldg. C, Santa Barbara, CA 93110-1306, (805) 681-5581

To CONTRACTOR: NEC Corporation of America Legal Division/Contracts Administration, 3929 West John W Carpenter Freeway, Irving, Texas 75063, (214) 262-2000

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on July 1, 2019 and end performance upon completion, but no later than June 30, 2022 (the "TERM") unless otherwise directed by COUNTY or unless earlier terminated. This Agreement shall be renewable for up to two additional 1-year terms at COUNTY's option, which shall be evidenced by the COUNTY giving sixty (60) days written notice of intent to renew. Upon COUNTY exercising its options, the TERM shall be revised as follows:

Option 1: Upon COUNTY's exercise of Option 1, the TERM shall commence on July 1, 2019 and end on June 30, 2023, unless otherwise directed by COUNTY or unless earlier terminated;

Option 2: Upon COUNTY's exercise of Option 2, the TERM shall commence on July 1, 2019 and end on June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated.

In no event shall the COUNTY's exercise of one or both options to extend change or affect the total contract amount or payment or pricing terms set forth in EXHIBIT B.

#### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A or in the paragraph below, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

The County acknowledges that the products provided by CONTRACTOR hereunder are commercial in nature and all intellectual property rights for those products are owned exclusively by CONTRACTOR or its licensors, notwithstanding any other provision of this Agreement to the contrary, all pre-existing practices, procedures, materials, development tools and reusable components, including, but not limited to the CONTRACTOR's or its vendors' library of generic, reusable software code, procedures, manuals and business practices as well as any modification or extension of them are and remain the sole property of the CONTRACTOR and the County will have no interest in or claim to them except to the limited extent that may be necessary to exercise its rights under this Agreement. Pre-existing practices, procedures, materials, development tools and reusable components include any routines, libraries, tools, methodologies, processes or technologies created, adapted or used by the CONTRACTOR in its business generally, including generic, reusable software code components and related documentation which

contain the basic components of CONTRACTOR's software architecture and which are used in most software projects delivered by the CONTRACTOR plus all associated intellectual property rights. In addition, notwithstanding any provision of this Agreement to the contrary, CONTRACTOR is free to use any ideas, concepts or know-how developed or acquired by CONTRACTOR during the performance under this Agreement, to the extent obtained and retained by CONTRACTOR's personnel as impressions and general learning.

To the extent that the products or services provided hereunder contain, embody or are based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned or controlled by CONTRACTOR or the applicable manufacturer, CONTRACTOR, or the manufacturer, respectively shall continue to be the sole owner of all intellectual property rights in such products and services.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

## **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

## **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

## **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

## **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

## **19. TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as

COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

**20. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNITY OBLIGATIONS UNDER EXHIBIT C BELOW; OR AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, OR FOR EITHER PARTY'S LIABILITIES ARISING FROM USE OF INTELLECTUAL PROPERTY BEYOND THE SCOPE PERMITTED BY THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES EXCEEDING THE FEES PAID OR OWED TO THE OTHER PARTY HEREUNDER; AND NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE), ARISING OUT OF THIS AGREEMENT, (INCLUDING ANY DAMAGES ARISING UNDER ANY CLAIM OR NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY), EVEN IF THE PARTY INCURRING SUCH DAMAGES HAS ADVISED THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.**

**21. SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

**22. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**23. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**24. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**25. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

## **26. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

## **27. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

## **28. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

## **29. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

## **30. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

## **31. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

## **32. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

## **33. PRECEDENCE**

In the event of inconsistency between the Exhibits attached to the Agreement, interpretation of the Agreement shall prevail over the Exhibits, Exhibits A, B, and C shall prevail over Exhibits D and E, and Exhibit E shall prevail of Exhibit D. Notwithstanding any statement in this Agreement, including the Exhibits, that any information

contained therein is proprietary and/or confidential, any limitations on disclosure will be subject to disclosures that are otherwise required by law, including but not limited to disclosure pursuant to the Public Records Act (Cal. Gov. Code Section 6250 et seq.), as determined by COUNTY in its sole discretion.

#### **34. NON-SOLICITATION**

For a period of one (1) year from the expiration or termination of the Agreement, COUNTY and CONTRACTOR agree not to directly solicit the employment of any personnel or agent of the other party who has been directly involved with the delivery of services under the Agreement unless COUNTY or CONTRACTOR, whichever the case may be, grants its consent in writing. Direct solicitation will not include general solicitations by the parties through the use of advertisements in newspapers, trade publications, or other solicitations not directed at particular individuals.



**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**COUNTY**  
COUNTY OF SANTA BARBARA

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

  
\_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS


By:   
\_\_\_\_\_  
Deputy Clerk

Dated: 7-9-19

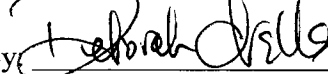
**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
\_\_\_\_\_  
Deputy County Counsel

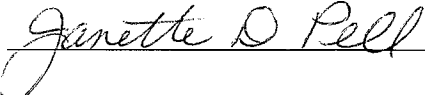
**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

By:   
\_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:   
\_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By:   
\_\_\_\_\_

//

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and NEC Corporation of America.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**CONTRACTOR:**

**NEC Corporation of America**

By:

  
\_\_\_\_\_  
Authorized Representative

Name:

Stuart Oze

Title:

Director of Technology

## EXHIBIT A

### STATEMENT OF WORK

This Statement of Work (hereafter SOW) is made by and between the COUNTY and CONTRACTOR to provide the services specified herein.

#### Background

The COUNTY uses an NEC telephone system network for its telecommunications needs. The COUNTY'S current maintenance and support agreement with NEC Corporation of America expires on June 30, 2019. The COUNTY conducted a competitive procurement process by issuing a request for proposal (RFP # 825005) and received three qualified responses for a three-year term starting in July 1, 2019, with the option for an additional two 1-year terms.

The SOW is based on the CONTRACTOR response to the SANTA BARBARA COUNTY TELEPHONE SYSTEMS MAINTENANCE AND SUPPORT RFP # 825005 (Exhibit D, attached to the Agreement); and Technical and Financial Clarifications (Exhibit E, attached to the Agreement).

In the event the Agreement is terminated, and without limiting the terms of the Agreement, CONTRACTOR shall deliver to COUNTY, in printed and on electronic media, where applicable, all data, drawings, reports, and other materials that have been collected, created or developed pursuant to the SOW.

#### Maintenance and Support Services

CONTRACTOR shall provide the following Maintenance Support Services ("SERVICES") as set forth in the services descriptions below. The pricing for SERVICES purchased by COUNTY are listed in Exhibit B.

#### 1 DIFINITIONS

- 1.1 Principal Period of Maintenance ("PPM") - The days and hours of the days when service is delivered to COUNTY.
- 1.2 Service Level Agreement ("SLA") - The cumulative time (Response Time) in which CONTRACTOR will make commercially reasonable efforts to respond to COUNTY'S reported maintenance incident.
- 1.3 Response Time - Response Time is measured according to the PPM. If PPM is less than 24 hours per day, 7 days a week, then Response Time is measured within that PPM. Response Time begins upon CONTRACTOR'S receipt of maintenance service request from COUNTY, verification of problem found, and dispatch or initiation of remote labor required to affect repairs.
- 1.4 Major System Failure - A general inability of the PBX system to receive incoming or originate outgoing calls, or a majority of either the central office trunks or tie trunks are inoperable, or more than twenty-five percent (25%) of either the stations or terminals are inoperable.
- 1.5 Time and Materials (T&M) Rates - In the absence of a contractual agreement, except under contract negotiations during the renewal of an existing agreement, T&M is the prevailing local dispatch labor rate, plus list price of materials required to affect repairs. Onsite T&M hours

require a one (1) hour minimum charge during normal business hours or a four (4) hour minimum charge after normal business hours per request, plus travel charges.

- 1.6 Covered Components – Covered Components are the hardware and/or software identified in Exhibit B under Tables 1 through 5.
- 1.7 Incident Management - The process of managing the lifecycle of unplanned interruption to service or service alarms detected through the process of remote monitoring of COVERED COMPONENTS.
- 1.8 Incident Prioritization – Service requests and service alarms will be prioritized in order to determine severity and response time. These incidents will be categorized in one of the four priorities below, based on the impact to the COUNTY's business

Priority 1: System is down or there is a critical impact to the COUNTY's business operations.

Priority 2: Operation of System is severely degraded, or significant aspects of the COUNTY's business operation are being negatively impacted by unacceptable System performance.

Priority 3: Operational performance of the System is impaired while most business operations remain functional.

Priority 4: COUNTY requires information or assistance regarding CONTRACTOR Product capabilities, or configuration capabilities. There is clearly little or no impact to the COUNTY's business operation. MAC - (Moves Adds Changes Deletes) Changes that are requested by the COUNTY to modify the functionality of the Covered Component.

- 1.9 SNMP - Simple Network Management Protocol (SNMP) is an "Internet-standard protocol for managing devices on IP networks". Devices that typically support SNMP include PBX's, routers, switches, servers, workstations, printers, modem racks, and more. It is used mostly in network management systems to monitor network-attached devices for conditions that warrant administrative attention.

## 2 PERFORMANCE OF SERVICES

CONTRACTOR shall provide the SERVICES in this Statement of Work for the applicable hardware and software components ("COVERED COMPONENTS") defined in the Covered Components List (Exhibit B Tables 1 through 5). CONTRACTOR reserves the right to change the SERVICES from time to time, and COUNTY will be notified of any material changes or updates to the SERVICES which may affect COUNTY. Both the County and CONTRACTOR shall agree in writing to any changes in scope or standard of SERVICES listed in Section 3 - Services Description. CONTRACTOR may use a subcontractor with the COUNTY'S consent to provide the SERVICES, including, without limitation, any CONTRACTOR parent company, subsidiary, or affiliate.

## 3 SERVICE DESCRIPTIONS

### 3.1 Certified Parts Replacement:

Certified Parts Replacement provides extended parts coverage for faulty or defective parts. If any covered part listed in Exhibit B Tables 1 through 5). – Covered Components List and Pricing is found to be defective under normal usage, COUNTY will be entitled to a full replacement of

the covered part. CONTRACTOR shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of CONTRACTOR.

- 1) An Advance Replacement will ship the same day to arrive the next business day, provided both the COUNTY call to CONTRACTOR for notification and CONTRACTOR's diagnosis and determination of the failed COVERED COMPONENT has been made before 3:00 p.m., local time, Monday through Friday (excluding CONTRACTOR-observed holidays). For requests after 3:00 p.m., local time, the Advance Replacement will ship the next business day. Next day delivery is subject to parts availability.
- 2) Advance Replacements will be shipped using CONTRACTOR's preferred carrier, freight prepaid by CONTRACTOR.
- 3) COUNTY has thirty (30) days to return the failed COVERED COMPONENT to CONTRACTOR. If COUNTY fails to return the failed COVERED COMPONENT to CONTRACTOR within thirty (30) days, COUNTY will be billed for the replacement cost of the COVERED COMPONENT. COUNTY agrees to pay the replacement cost of the COVERED COMPONENT, plus any shipping charges, if COUNTY does not return the original part(s) within thirty (30) days.

### 3.2 Software Assurance:

Software Assurance is CONTRACTOR's software subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and limited support is included.

With Software Assurance, COUNTY is entitled to bug fixes, service packs, and new major and minor version upgrades for COVERED COMPONENTS at no additional cost. CONTRACTOR will provide notice of such bug fixes, service packs, and upgrades as they become available. COUNTY will be provided with access to CONTRACTOR technical experts through CONTRACTOR's Technical Support Center who can help ensure COUNTY'S current software for COVERED COMPONENTS includes all the latest features and bug fixes. COUNTY will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

CONTRACTOR will make all software upgrades available, including any necessary licensing, from CONTRACTOR's licensing server. CONTRACTOR's onsite support team will be responsible for obtaining these upgrades, software patches, and bug fixes for COUNTY as they become available.

COUNTY is responsible for coordinating software upgrades from CONTRACTOR as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. This Service does not provide coverage for any labor or materials.

### 3.3 Certified Basic Remote Monitoring:

Certified Basic Remote Monitoring provides remote monitoring of CONTRACTOR voice network components. CONTRACTOR's fully automated monitoring system will immediately notify COUNTY of critical component alarms in order to help identify and isolate failures.

CONTRACTOR will provide COUNTY with 24x7 remote monitoring of SNMP enabled voice components and critical voice network functions in order to identify component and voice related network issues. Basic Remote Monitoring service provides alarm notifications along with the following:

- **Event Monitoring:** Selected elements of COVERED COMPONENTS will be proactively monitored for system events 24 hours per day, 365 days per year. When an event is detected, notifications are provided according to the appropriate escalation procedures established with COUNTY.
- **Availability Monitoring:** Selected elements of COVERED COMPONENTS will be proactively monitored for availability 24 hours per day, 365 days per year. If applicable, availability indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with COUNTY.
- **Performance Monitoring:** Selected elements of COVERED COMPONENTS will be proactively monitored for performance 24 hours per day, 365 days per year. Performance indicators will be collected from COVERED COMPONENTS. When an incident is detected, notifications are provided according to the appropriate escalation procedures established with COUNTY.
- **Web Portal:** CONTRACTOR will provide COUNTY with an online portal in which COUNTY may review incidents, metrics and certain reports for monitored or COVERED COMPONENTS.

Certified Basic Remote Monitoring provides COUNTY notification of detected component alarms. This service does not provide Incident Management of the detected component alarms. COUNTY is responsible for further troubleshooting detected component alarms unless Certified Advanced Monitoring is purchased. This Service does not provide coverage for any additional labor unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

### 3.4 Certified Advanced Remote Monitoring:

Certified Advanced Remote Monitoring includes all of the services provided with Certified Basic Remote Monitoring along with the following services:

- **Incident Management:** CONTRACTOR will detect, isolate, and correct faults encountered in the COVERED COMPONENTS. Incident Management includes tracking and troubleshooting of incidents to resolution. Event Monitoring PPM is 24x7 and Incident Management PPM is 8x5, unless Premium Service Level is selected in section 2, Maintenance Support Services Service Levels then Incident Management PPM is 24X7.

- Performance and Availability Management: In addition to monitoring key metrics related to availability and performance of COVERED COMPONENTS, CONTRACTOR will make periodic recommendations regarding enhancement of COUNTY's environment based on the information gathered via monitoring.
- Problem Management: CONTRACTOR will track incident trends to determine root causes of recurring events so that the underlying problem can be resolved.
- Environmental Monitoring: Monitoring of environmental conditions through contact sensors. CONTRACTOR will monitor conditions such as temperature, water, humidity or any condition from devices that signal fault conditions using contact closures or a TTL logic signal. COUNTY is responsible for providing or purchasing from CONTRACTOR, all contact sensors and contact closures.

Certified Advanced Remote Monitoring provides COUNTY notification of the detected component alarms and also provides Incident Management of the detected component alarms. CONTRACTOR will be responsible for further troubleshooting and resolving the component alarms. This Service is not applicable unless Certified Remote Support, Certified Onsite Repair or Certified On-Premise Services is purchased.

### 3.5 Advanced Quality of Experience (QOE) Network Analysis

CONTRACTOR Direct Monitoring QOE continually reviews VoIP quality in existing VoIP environments. CONTRACTOR will simulate VoIP calls in 10-15 minute increments between each installed end point. A minimum of two end points are required for this service. After the completion of each simulated call, the results are sent to the portal, which is accessible 24x7, 365 days a year. COUNTY may view the current and past statistics, as part of the service. This service will help to quickly identify Mean Opinion Score (MOS) which is a measure of voice quality expressed in a number, from 1 to 5, 1 being the worst and 5 the best. Delay, jitter, and loss are also measured to quickly identify issues affecting VoIP traffic. If issues are identified, the COUNTY will be notified electronically and is responsible for correcting any network issues that will affect the VoIP application. COUNTY must have Certified Advanced Remote Monitoring to add this service.

Note: All hardware provided for the purpose of Remote Monitoring, QOE, or Incident Management is the property of CONTRACTOR and shall be returned to CONTRACTOR, at the COUNTY's expense, upon termination or cancellation of the Agreement.

### 3.6 Certified On-Premise Services

Certified On-Premise Services provides a dedicated CONTRACTOR service technician placed on COUNTY premise to manage and maintain COUNTY's PBX platform and peripherals. CONTRACTOR shall, during the contract period, furnish all labor necessary to maintain the COVERED COMPONENTS in good working order, or provide such other coverage as specified in this Statement of Work.

PPM is 8x5 (Monday through Friday, excluding CONTRACTOR-observed holidays, from 8 AM to 5 PM COUNTY local time zone unless otherwise authorized by CONTRACTOR management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician. The assigned service technician is to be allowed up to five (5) sick

days per annum without backfill, credit, or refund of any payments made. CONTRACTOR will provide a report to the County on the 15th day of each month showing sick time used and available for each of the on-site technicians ("Sick Time Report"). This section will be not valid, if the Contractor fails to provide monthly reports for any two-periods in a contract year. Repair services must be prioritized as primary responsibility. Any hours expended above and beyond forty (40) hours per week will be billed at the hourly T&M rates listed in Exhibit B Tables 1 through 5). Hours not expended upon the expiration of this Statement of Work will not be carried over or credited. Certified On-Premise Services does not provide parts coverage for faulty or defective parts unless Certified Parts Replacement is also purchased.

#### 4 MAINTENANCE SUPPORT SERVICES SERVICE LEVELS

CONTRACTOR shall provide only the SERVICES as specified in this Statement of Work. Performance metrics associated with the SERVICES are specified below. The SERVICES and Service Levels described in this Statement of Work are applicable only to the applications and components listed in Exhibit B Tables 1 through 5) Covered Components List.

- Standard Service Level:

PPM is 8x5 (Monday through Friday, excluding holidays observed by CONTRACTOR, from 8 AM to 5 PM COUNTY local time zone). SLA is next business day following the request for routine maintenance service. However, CONTRACTOR will exercise all commercially reasonable efforts to respond to incidents of Major System Failure within four (4) hours, as requested.

#### 5 NON-COVERED SERVICES

CONTRACTOR will attempt to respond promptly to all requests for service. If service is required outside CONTRACTOR's normal service hours, labor for such non-covered service calls will be chargeable to COUNTY in accordance with CONTRACTOR's hourly labor rates listed in Exhibit B Table 6 and onsite hours require a four (4) hour minimum charge after normal business per request, plus travel charges. Any service specifically requested by COUNTY outside standard PPM is billable at the after-hours or Holiday time and materials rates listed in Exhibit B Table 6, respectively, according to holidays observed by CONTRACTOR, and on-site hours require a four (4)-hour minimum per request, plus travel charges. After hours service calls are billed at one and one-half times the T&M rate, and services calls on CONTRACTOR-observed holidays are billed at twice the T&M rate.

CONTRACTOR shall be the primary responsible party for troubleshooting Systems covered under this Agreement and listed in Exhibit B Tables 1 through 5 for maintenance and repair. CONTRACTOR shall coordinate local area network issues with the County Information and Communications Technology (ICT) and the carriers for the proper resolution and operation of the System.

#### 6 REWORK

For any rework or additional work that CONTRACTOR is required to perform because of inaccurate information provided by COUNTY and/or COUNTY's failure to perform its responsibilities under this Statement of Work, CONTRACTOR will invoice COUNTY on a time and materials basis and COUNTY agrees to pay such invoice.



## 7 EXCLUSIONS

- 7.1 This Statement of Work will not cover repair work in replacement of battery backup or expendable items such as paper, diskettes, and printer ribbons. This Statement of Work also will not cover service required when due to: (i) COUNTY's unauthorized maintenance or repair of the Equipment, (ii) COUNTY's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, flood, wind, lightning, or other similar acts of God, (vii) failure of COUNTY to maintain proper environmental conditions for the System (as stated in (b) below), (viii) improper wiring, installation, repair, or alteration of the Equipment by anyone other than CONTRACTOR or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by CONTRACTOR, or (x) data base reprogramming required because of COUNTY error of any kind. If requested by COUNTY, repairs necessitated by any of the above excluded causes shall be performed by CONTRACTOR at CONTRACTOR's local rates for such services and/or materials as listed in Exhibit B Table 6).
- 7.2 The COUNTY is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include but are not limited to: the provision of proper electrical power, air conditioning, and humidity control, and other environmental requirements for the configured system, in accordance with the manufacturer specifications for the applicable System. The presence of asbestos, other hazardous materials or unsafe conditions ("Hazards") on the Premises shall be deemed an unsuitable environment for the System and CONTRACTOR shall be entitled to cease performance under this Statement of Work until such Hazards have been cured to CONTRACTOR's reasonable satisfaction.

## 8 ACCESS

COUNTY agrees to provide reasonable accessibility to the Premises as required for CONTRACTOR personnel to perform services and will make available to CONTRACTOR a reasonable amount of secure space for storage of such maintenance parts as CONTRACTOR deems reasonably necessary to affect repairs in accordance with this Statement of Work.

CONTRACTOR will be liable in the event of lost keys in the possession of the CONTRACTOR for all costs to re-key and or re-program an electronic key for all locations involving the lost key. CONTRACTOR will be required to sign for a key. Once the key is returned, the COUNTY will provide CONTRACTOR with a receipt that the key was returned.

Personnel assigned by CONTRACTOR for each component of the Agreement who have or need access to confidential Customer computer systems, networks, software or related infrastructure, or the locations where they are housed, shall apply for and be granted a clearance by the Sheriff's Office subsequent to a background check at the COUNTY'S expense. Only those who pass will be allowed admittance. Generally, a photo ID such as a driver's license with a date of birth and a DL number will suffice for the records check. This applies to any and all subcontractors as well. Generally, these clearances can be granted within a 24-hour period, Monday through Friday.

## 9 RESTRICTION ON USE OF SERVICES

COUNTY agrees not to (i) rent, lease, or loan the SERVICES or any part thereof, or provide or use the SERVICES on a third party's behalf; (ii) permit third parties to benefit from the use of the SERVICES; (iii) reverse engineer, decompile, or disassemble any software that provides the SERVICES, or otherwise

attempt to derive the source code of such software; or (iv) download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, without all required United States and foreign government licenses.

## 10 COUNTY COOPERATION

COUNTY agrees to provide all information, access, and full good faith cooperation reasonably necessary for CONTRACTOR to deliver and provide the SERVICES and agrees that CONTRACTOR's delivery of the SERVICES depends upon COUNTY's timely cooperation and assistance as CONTRACTOR may require. CONTRACTOR shall bear no liability or otherwise be responsible for delays or failure in the provision of the SERVICES caused by COUNTY's failure to provide such information, cooperation, assistance or access.

## 11 COUNTY ACKNOWLEDGES AND AGREES THAT:

- 11.1 Criminals, terrorists, or others may commit or attempt to commit unlawful, disruptive, violent, terrorist and/or warlike acts at times and places, and in manners, that cannot be predicted or prevented;
- 11.2 Information technology developments, configuration or implementation changes, software modifications (including routine maintenance, patches, enhancements and upgrades), human factors and other circumstances can create new, unknown and unpredictable security exposures;
- 11.3 Information technology "hackers" and other third parties continue to develop and employ increasingly sophisticated and powerful techniques and tools, which result in ever-growing security risks and potential for causing damage to persons and property;
- 11.4 CONTRACTOR does not make any representation or warranty (a) that COUNTY's or any third party's information technology, software, information, equipment, facilities, or personnel are or will be, (i) secure or safe from harm or (ii) secure or safe from intrusion, disruption, interception, viruses, or other security exposures, or damage to persons or property caused by the preceding, or (b) that CONTRACTOR will provide ongoing warnings regarding such exposures;
- 11.5 COUNTY is solely responsible for complying with the legal obligations of all local country data protection legislation, in particular with the legality of transmission of data to CONTRACTOR or its subcontractor and the legal requirements for processing of data.

## 12 COUNTY RESPONSIBILITIES

- 12.1 COUNTY is responsible for the physical security of the COVERED COMPONENTS.
- 12.2 COUNTY is responsible for ensuring proper environmental conditions for COVERED COMPONENTS as required by the manufacturer.
- 12.3 If COUNTY needs to send equipment to CONTRACTOR, COUNTY agrees to ship such equipment via pre-paid freight. No Charge on Delivery (COD) of returned equipment will be accepted.
- 12.4 COUNTY agrees to provide SSL, VPN and/or IP connectivity between CONTRACTOR and COUNTY sites and COVERED COMPONENTS for SERVICES.

- 12.5 COUNTY is responsible for provisioning, maintaining and any cost related to the private connections required for service delivery (For example: Private T1, MPLS, and Frame Relay).
- 12.6 COUNTY is responsible for allowing reasonable access to all COVERED COMPONENTS as required by CONTRACTOR and its subcontractor. Any access-control servers required to provision access will be provided by COUNTY.
- 12.7 COUNTY is responsible for the management, support and maintenance of any non-covered component.
- 12.8 COUNTY is responsible for providing and maintaining an escalation path among COUNTY personnel.
- 12.9 COUNTY is responsible for end-user training unless otherwise agreed to in writing.
- 12.10 COUNTY shall provide or make available to CONTRACTOR, in advance and in writing, any COUNTY processes or policies with which CONTRACTOR and its subcontractor are expected to comply in connection with this Statement of Work.

### 13 TELCO AND CARRIER COORDINATION

CONTRACTOR shall be the primary responsible party for troubleshooting telephone and related systems covered under the Agreement. CONTRACTOR shall coordinate local area network issues with the County Information and Communications Technology (ICT) staff and the carriers for the proper resolution and operation of the telephony system.

### 14 RECORDS

CONTRACTOR shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files and keep it in a secure location.

### 15 CYBER SECURITY TRAINING

CONTRACTOR will be required to successfully complete cyber security training provided by the COUNTY prior to issuance of network access.

### 16 HIPPA INCIDENTAL DISCLOSURE

#### 16.1 Overview

In the course of providing professional communication system services to Covered Entities, NEC Corporation of America ("NECAM" or CONTRACTOR) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information ("PHI") as described in 45 CFR Sec 160.308. The services offered by NECAM do not require access on a routine basis to PHI, and exposure to electronic PHI ("E PHI") (collectively referred to hereafter as "PHI") is purely on a random or occasional basis incidental to ensuring that the electronic transmission conduit used by the Covered Entities' network is operating properly and is properly maintained. As a result, NECAM is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.

## 16.2 Definitions

- 16.2.1 "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- 16.2.2 "Electronic Protected Health Information" means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- 16.2.3 "Covered Entity" means any health care provider that transmits health information covered by the HIPAA Transaction Rule whether directly or through a business associate.

## 16.3 CONTRACTOR OR NECAM Safeguards & Requirements

As of the date of this Agreement, NECAM is in compliance with certain HIPAA statutory provisions. The following findings reflect significant compliance with certain security and access management requirements as noted below even though NECAM is not a Business Associate:

Except as excluded hereafter, NECAM is compliant with the following provisions:

Administrative Safeguards: 164.308 (a) Physical Safeguards: 164.310(a) Technical Safeguards: 64.312(a) Organizational Requirements: 164.316(a)

The following statutory provisions were found to be not applicable due to the fact that PHI was not retained, transmitted, used or stored by NEC in its network management or maintenance operations.

### Administrative Safeguards:

- 164.308(a)(3)(i) Workforce security policies re: PHI
- 164.308(a)(4)(i) Information access management of PHI
- 164.308(a)(4)(ii)(A) Isolation Health Clearinghouse functions
- 164.308(a)(7)(i) Contingency plan for loss of PHI
- 164.308(a)(7)(ii)(A) Data backup plan for PHI
- 164.308(a)(7)(ii)(B) Disaster recovery plan for PHI
- 164.308(a)(7)(ii)(C) Emergency Mode Operation Plan
- 164.308(a)(7)(ii)(D) Testing and revision procedures
- 164.308(a)(7)(ii)(E) Applications & data criticality Analysis
- 164.308(b)(i) Business Associate Contracts & other arrangements
- 164.308(b)(4) Other arrangements of satisfactory assurances.

### Administrative Safeguards:

- 164.310(b) Workstation use for PHI

- 164.310(c) Workstation physical safeguards
- 164.310(d) Device and Media Control
- 164.310(d)(2)(i) Disposal of PHI
- 164.310(d)(2)(ii) Media Re-use
- 164.310(d)(2)(iii) Accountability record of movements of hardware & media
- 164.310(d)(2)(iv) Data backup and storage

Technical Safeguards:

- 164.312(a)(2)(ii) Emergency access procedure
- 164.312(a)(2)(iv) Encryption & decryption of PHI
- 164.312(b) Audit controls to examine activity in system containing PHI
- 164.312(c)(1) Integrity policy for PHI
- 164.312(c)(2) Mechanism to authenticate PHI
- 164.312(d) Person or entity authentication
- 164.312(e)(1) Transmission Security
- 164.312(e)(2)(i) Integrity controls preventing improper modification
- 164.312(e)(ii)(2) Encryption of PHI

Organizational Requirements:

- 164.314(a)(1) Business Associate contract-cure or termination for breach
- 164.314(a)(2)(i) Business Associate contract obligating safeguards & reporting
- 164.314(a)(2)(ii) Other arrangements-governmental entities

The foregoing compliance measures are reasonable and acceptable under HIPAA given the nature and extent of the Services being delivered by NEC and its subcontractors.

16.4 Agents and Subcontractors of NECAM

NECAM shall ensure that any agent, including a subcontractor shall comply with the same restrictions and conditions that apply through this MPA to NECAM with respect to the random exposure to PHI. NECAM shall ensure that any agent who may incidentally obtain PHI, including a subcontractor, agrees to implement the same degree of care and safeguards to protect such information as is provided in this agreement.

16.5 Records Available to Covered Entity and Secretary

NECAM shall make available records, to the extent that such records exist, related to the use, disclosure, security and privacy protection of PHI that may have been randomly exposed during the course of performing services for a Covered Entity. Given the random nature of such exposure and the destruction obligation the Covered Entity acknowledges that reports of individual events may not be retained, however, NECAM shall make reasonable efforts to make available to the Covered Entity or the Secretary of the United State Department of Health and Human Services any information about the incident and its confidentiality policies solely for purposes of investigating or auditing the Covered Entities' compliance with the HIPAA privacy and security regulations.

16.6 Retention and Destruction:

This provision also shall apply to PHI in possession of subcontractors or agents of NECAM. NECAM and its agents or subcontractors shall retain no copies of the PHI it may have incidentally acquired and will destroy such records immediately or upon completion of services for which the PHI was disclosed. However, NECAM, its agents or subcontractors shall maintain the confidentiality of all Customer information as provided in this Agreement and shall continue to maintain the information related to such exposure and destruction for a period of six years after termination of the Agreement.

16.7 Termination of Agreement

The COUNTY shall terminate the underlying Agreement upon knowledge of a material breach of this Agreement by CONTRACTOR which CONTRACTOR fails to cure upon 30 days written notice.

17 COVERED COMPONENTS

Mix of COVERED COMPONENTS may change during any given Agreement year. Any changes in quantities, deletion or adding of SERVICES will be reflected in the following year's totals and adjusted in the yearly pricing.

18 ESCALATION

18.1 Requesting Escalation

If you feel that forward progress or the quality of service is not satisfactory, you may escalate the problem by asking for the manager on duty for Level 2 Customer Support Services.

18.2 Escalation Contacts

18.2.1 Area Services Manager

Patricia Brierley, [patricia.brierley@necam.com](mailto:patricia.brierley@necam.com), Ph. (209) 251-9263

18.2.2 Manager Network Engineering

Charles "Cap" Pike, [charles.Pike@necam.com](mailto:charles.Pike@necam.com), Ph. (469) 298-8873

18.2.3 Senior Manager- Regional Ops

Bret Rome, [bret.rome@necam.com](mailto:bret.rome@necam.com), Ph. (562) 506-2350

18.2.4 Director Technical Sales

Stuart Ozer, [stuart.Ozer@necam.com](mailto:stuart.Ozer@necam.com), Ph. (214) 262-2525

18.2.5 Director of Operations

Mike Ventricelli, [mike.ventricelli@necam.com](mailto:mike.ventricelli@necam.com), Ph. (212) 789-3705

End of Statement of Work.

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation at Selected Milestones (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$5,385,363.39, which includes \$1,500,000 for departmental moves, adds and changes (MAC).

Table A1 contains yearly maintenance costs based on port counts, hardware and software listed in Tables 1 through 5.

Table A1 – Yearly Maintenance and Support Costs (Maintenance)	
Year 1 – July 1, 2019 to June 30, 2020	\$ 740,727.86
Year 2 – July 1, 2020 to June 30, 2021	\$ 751,446.02
Year 3 – July 1, 2021 to June 30, 2022	\$ 774,244.22
Year 4 – Optional Year – July 1, 2022 to June 30, 2023	\$ 797,736.27
Year 5 – Optional Year – July 1, 2023 to June 30, 2024	\$ 821,209.02
Total with Optional Years	\$ 3,885,363.39

Note: COUNTY and CONTRACTOR shall conduct a reconciliation of maintenance and support services provided under Tables 2 through 5, sixty (60) days prior to expiration of the yearly milestone. CONTRACTOR shall adjust its A1 costs for years 2 through 5 accordingly.

Table A2 contains estimated yearly MAC costs. In any given year, COUNTY may spend more or less than the estimated costs for that year. However, no more than \$1,500,000 shall be spent on MAC during the length of the contract, including all option years.

Table A2 – Departmental Moves, Adds and Changes (MAC)	
Year 1 – July 1, 2019 to June 30, 2020 MAC Estimated	\$300,000
Year 2 – July 1, 2020 to June 30, 2021 MAC Estimated	\$300,000
Year 3 – July 1, 2021 to June 30, 2022 MAC Estimated	\$300,000
Year 4 – Optional Year – July 1, 2022 to June 30, 2023 MAC Estimated	\$300,000
Year 5 – Optional Year – July 1, 2023 to June 30, 2024 MAC Estimated	\$300,000
Maximum Not-to Exceed MAC Amount	\$1,500,000

- B. Payment for Table A1 – Yearly Maintenance and Support Costs (Maintenance) services and /or reimbursement of costs shall be made upon CONTRACTOR’s satisfactory performance based upon the scope and methodology contained in EXHIBIT A and Tables 1 through 5 as determined by the COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Table 1 through 5**. Invoices submitted for payment that are based upon **Tables 1 - 5** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

Payment for Table A2 – Yearly Maintenance and Support Costs (MAC) shall be made upon receipt of proper NEC invoice(s) for piecemeal parts and projects ordered on an as needed basis. Payment shall be made as described in Table 6 below.

- C. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

COVERED COMPONENTS - Table 1: From July 1, 2019 to June 30, 2020						CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
Year One								
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.	Not Applicable		\$142,000.00	0.00%	\$142,000.00	3	\$426,000.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$8.52	0.00%	\$8.52	10412	\$88,710.24
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$7.30	0.00%	\$7.30	10412	\$76,030.51
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)	No coverage	No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$8,720.34	0.00%	\$8,720.34	1	\$8,720.34
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Failover Software	\$38,667.09	0.00%	\$38,667.09	1	\$38,667.09
11	Global Navigator Hardware	Express5800/R1206-1 2200117	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$7,622.23	0.00%	\$7,622.23	1	\$7,622.23
13	OW5000/MA4000 Hardware	OW5000 Server Express 5800/R120e-1m 4700555 MA4000 Server Express5800/R120e-1m 4200315	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$530.00	0.00%	\$530.00	1	\$530.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$22,828.76	0.00%	\$22,828.76	1	\$22,828.76
16	MTS Hardware (Call Accounting)		Call Accounting System	\$28,115.00	0.00%	\$28,115.00	1	\$28,115.00
17	SPOK 911		911 caller ID service - Prorated	\$28,138.69	0.00%	\$28,138.69	1	\$28,138.69
174B	SPOK 911 Hardware	Express5800/R1201-2M 5100130	Due to age of server, coverage can only be extended to 9/30/2021	\$265.00	0.00%	\$265.00	1	\$265.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	2	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$740,727.66



COVERED COMPONENTS - Table 2: From July 1, 2020 to June 30, 2021						CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
	<i>Year Two</i>							
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$142,000.00	0.00%	\$142,000.00	3	\$426,000.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$8.52	0.00%	\$8.52	10412	\$88,710.24
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$7.52	0.00%	\$7.52	10412	\$78,298.24
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$8,981.95	0.00%	\$8,981.95	1	\$8,981.95
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Failover Software	\$39,827.10	0.00%	\$39,827.10	1	\$39,827.10
11	Global Navigator Hardware	Express5800/R120b-1 2200117	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$7,850.09	0.00%	\$7,850.09	1	\$7,850.09
13	OW5000/MA4000 Hardware	OW5000 Server Express 5800/R120e-1m 4700555 MA4000 Server Express5800/R120e-1m 4200315	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$530.00	0.00%	\$530.00	1	\$530.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$23,513.62	0.00%	\$23,513.62	1	\$23,513.62
16	MTS Hardware (Call Accounting)		Call Accounting System	\$28,958.45	0.00%	\$28,958.45	1	\$28,958.45
17	SPOK 911		911 Caller ID service	\$33,411.33	0.00%	\$33,411.33	1	\$33,411.33
17B	SPOK 911 Hardware	Express5800/R1201-2M 5100130	Due to age of server, coverage can only be extended to 9/30/2021	\$265.00	0.00%	\$265.00	1	\$265.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	2	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	<b>TOTAL</b>							<b>\$751,446.02</b>

COVERED COMPONENTS - Table 3: From July 1, 2021 to June 30, 2022						CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
Year Three								
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.	Not Applicable		\$146,260.00	0.00%	\$146,260.00	3	\$438,780.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based on per port qty	\$8.78	0.00%	\$8.78	10412	\$91,417.36
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage	\$7.75	0.00%	\$7.75	10412	\$80,640.94
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$9,251.41	0.00%	\$9,251.41	1	\$9,251.41
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Failover Software	\$41,021.91	0.00%	\$41,021.91	1	\$41,021.91
11	Global Navigator Hardware	Express800/R120b-1 2200117	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$8,085.60	0.00%	\$8,085.60	1	\$8,085.60
13	OW5000/MA4000 Hardware	OW5000 Server Express 5800/R120e-1m 4700565 MA4000 Server Express5800/R120a-1m 4200315	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$545.90	0.00%	\$545.90	1	\$545.90
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$24,219.00	0.00%	\$24,219.00	1	\$24,219.00
16	MTS Hardware (Call Accounting)		Call Accounting System	\$29,827.20	0.00%	\$29,827.20	1	\$29,827.20
17	SPOK 911		911 Caller ID service	\$35,081.90	0.00%	\$35,081.90	1	\$35,081.90
17B	SPOK Hardware	Express800/R1201-2M 5100130	Due to age of server, coverage can only be extended to 9/30/2021	\$273.00	0.00%	\$273.00	1	\$273.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	2	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$774,244.22

COVERED COMPONENTS - Table 4: From July 1, 2022 to June 30, 2023						CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
<i>Year Four</i>								
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST			\$150,647.80	0.00%	\$150,647.80	3	\$451,943.40
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$9.04	0.00%	\$9.04	10412	\$94,124.48
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage	\$7.98	0.00%	\$7.98	10412	\$83,087.76
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)	No coverage	No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$9,528.95	0.00%	\$9,528.95	1	\$9,528.95
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Failover Software	\$42,252.57	0.00%	\$42,252.57	1	\$42,252.57
11	Global Navigator Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$8,328.17	0.00%	\$8,328.17	1	\$8,328.17
13	OW5000/MA4000 Hardware	No coverage	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$24,945.58	0.00%	\$24,945.58	1	\$24,945.58
16	MTS Hardware (Call Accounting)		Call Accounting System	\$30,722.00	0.00%	\$30,722.00	1	\$30,722.00
17	SPOK 911		911 Caller ID service	\$36,134.36	0.00%	\$36,134.36	1	\$36,134.36
17B	SPOK Hardware	No coverage	Due to age of server, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
18	VoIP Paging Servers		Extended server support coverage	\$784.50	0.00%	\$784.50	2	\$1,569.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	<b>TOTAL</b>							<b>\$797,736.27</b>

COVERED COMPONENTS - Table 5: From July 1, 2023 to June 30, 2024						CALCULATED VALUES		
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
<b>Year Five</b>								
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$155,167.23	0.00%	\$155,167.23	3	\$465,501.69
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based on per port qty	\$9.31	0.00%	\$9.31	10412	\$56,935.72
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage	\$8.22	0.00%	\$8.22	10412	\$85,586.64
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$9,814.80	0.00%	\$9,814.80	1	\$9,814.80
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Failover Software	\$43,520.15	0.00%	\$43,520.15	1	\$43,520.15
11	Global Navigator Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$8,578.00	0.00%	\$8,578.00	1	\$8,578.00
13	OW5000/MA4000 Hardware	No coverage	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$25,693.95	0.00%	\$25,693.95	1	\$25,693.95
16	MTS Hardware (Call Accounting)		Call Accounting System	\$31,643.67	0.00%	\$31,643.67	1	\$31,643.67
17	SPOK 911		911 Caller ID service	\$37,218.40	0.00%	\$37,218.40	1	\$37,218.40
17B	SPOK 911 Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
18	VoIP Paging Servers		Extended Server Support	\$808.00	0.00%	\$808.00	2	\$1,616.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	<b>TOTAL</b>							<b>\$621,209.02</b>

Tables 6 : MAC (Moves, Adds and Changes)

1. \$1,500,000 for parts and services purchased on an as needed basis during the life of the Agreement, including both optional years. County to issue piecemeal work order or request project-based quotes with statement of works (SOW). County may spend up to \$1,500,000 for all MAC costs across Milestones 6-10. County shall not be required to spend the entire \$1,500,000.
2. Piecemeal work orders shall be invoiced after completion of the work per work order.
3. Project based invoices: NEC to invoice two (2) invoices per SOW in the following manner:
  - 100% of Product price invoiced upon Delivery.
  - 100% of related Labor Services upon Project Completion.
  - N45 payment terms for projects (SOW project contracts) for July 1, 2019 thru June 30, 2020.
4. Labor Rates are as following:
  - 4.1. Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate  
\$175 per hour
  - 4.2. Onsite Technician(s) After hours, Sundays and holidays hourly rate  
\$261 per hour
  - 4.3. Engineer Regular  
\$166 per hour
  - 4.4. Engineer Overtime  
\$251 per hour
  - 4.5. Technician Additional Regular  
\$105.30
  - 4.6. Other rates will be discounted 10% or more from published list pricing

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



EXHIBIT D  
NEC RFP RESPONSE



An NEC Solution for

# The County of Santa Barbara

Telephone Systems Maintenance and Support  
RFP Number 825005

March 28, 2019

Electronic Copy

**Submitted By:**

Roberto Zampiglia  
Strategic Accounts Manager  
9230 Deering Ave.  
Chatsworth, CA 91311  
562-506-2342  
[www.necam.com](http://www.necam.com)

**Submitted To:**

Mark Masoner  
Purchasing Division  
The County of Santa Barbara  
105 E. Anapamu St. Room B5  
Santa Barbara, CA 93101

**DISCLAIMER**

NEC Corporation of America (“NEC”) appreciates the opportunity to provide our response to the County of Santa Barbara for Telephone Systems Maintenance and Support. While NEC realizes that, under certain circumstances, the information contained within our response may be subject to disclosure, NEC respectfully requests that all pricing, engineering design, and unique or specific hardware configurations provided herein be considered proprietary and confidential, and as such, not be released for public review. Please notify Roberto Zampiglia at 562-506-2342 promptly upon your organization’s intent to do otherwise.

NEC requests the opportunity to negotiate the final terms and conditions of sale should NEC be selected as the preferred vendor for this engagement.

NEC Corporation of America  
3929 W John Carpenter Freeway  
Irving, TX 75063  
<http://www.necam.com>

Copyright 2019

NEC is a registered trademark of NEC Corporation of America, Inc.

# Table of Contents

**INTRODUCTION AND EXECUTIVE SUMMARY ..... 4**

**PROJECT APPROACH ..... 5**

**RESPONSE TO APPENDIX A – SCOPE OF WORK ..... 6**

**QUALIFICATIONS .....15**

**TEAM QUALIFICATIONS .....17**

**REFERENCES (APPENDIX B) .....19**

**FEE PROPOSAL (ATTACHMENT A & APPENDIX C).....20**

**CLARIFICATIONS AND EXCEPTIONS .....35**

**HIPPA INCIDENTAL DISCLOSURE.....36**

**NEC PROBLEM PRIORITIZATION .....39**

**NEC CERTIFICATION CHART .....42**

## Introduction and Executive Summary

NEC Corporation of America (NEC) would like to thank the County of Santa Barbara for providing the opportunity to respond to the request for proposal for Telephone Systems Maintenance and Support. As the current maintenance and support provider for the County, NEC is very familiar with your existing telephone system network. We know first-hand exactly what is required to ensure seamless system operation and welcome this opportunity to continue our successful partnership.

NEC recognizes that communications systems are vital to your business success. NEC Direct answers the call by delivering smart solutions and superior services that exceeds the needs of your organization. For more than 100 years, NEC has defined the heart of the communications and information technology industry serving small-to-medium businesses and large enterprise customers worldwide. This experience sets NEC Direct apart as a trusted technology partner and a world leader in IT and communications solutions. It's the level of service you would expect from a manufacturer that not only designs and builds your equipment, but also supports and services it as well. NEC offers a comprehensive portfolio of technical support and maintenance services in order to help you support your communications investment and provides flexible solutions to address almost any communications challenge. All of these service offerings are backed by NEC's reputation for quality and are supported by a highly trained and certified team of technicians and engineers committed to providing the support you need, when you need it.

NEC Direct is known for the quality and performance of our products, and takes pride in our reputation for delivering fast and reliable service.

- As the manufacturer direct we know and understand every detail and feature of the NEC systems because we see them through every stage of design and production. This allows NEC Direct to be in a prime position to provide the best advice to the County as they look towards the future.
- As one size does not always fit all for every customer so your communications needs should be addressed accordingly. When dealing with the NEC Direct, you are in the unique position to insure the product or solution is precisely the right fit for the County's needs. Purchasing directly from a manufacturer means that the products you buy and the support you receive can be customized according to your precise specifications.

NEC has carefully read the RFP and provided a comprehensive and competitive response package for the County's review. This letter, signed by an authorized company representative, authenticates our ability to perform the commitments contained in the proposal.

Sincerely,

  
Scott Drury (Mar 27, 2019)

Scott Drury  
Sales Director  
NEC Corporation of America

# Project Approach

## Overall Scope of Work Tasks

- On-site team responds to the County's Footprint trouble ticket system and to be dispatched by the County representative to support the end users across all the departments. The NEC team resolves and takes corrective action by making changes/adjustments as required for resolution.
- Troubleshooting of NEC equipment and/or Telco circuits at the County's locations.
- Work with management or project management on coordination of logistics for large move/add/change services.
- Assist in providing innovative solutions to existing County topology.
- Perform basic VOIP network readiness assessments using appropriate software and equipment.
- Perform administrative duties and completing appropriate paperwork and documentation according to TSR details including management of the cabling contractor of choice for the County.

## Schedule and Ability to Complete the Project Within the County's Recommended Time Frame

- On-site support is 8x5 (Monday through Friday, excluding holidays observed by NEC. Work day is 8AM to 5PM Pacific Time.
- SLA is next business day following the request for routine maintenance service. NEC will exercise all reasonable efforts to respond to incidents of Major System Failure within four hours.
- An on-call schedule will rotate between the three on-site technicians to provide 24 hour response to emergencies.
- Remote monitoring will provide alerts and notifications of system outages and alarms

## Assignment of Work Within NEC's Work Team

- Details are provided in Team Qualifications Section.

# Response to Appendix A – Scope of Work

The County of Santa Barbara is in the last year of a five-year maintenance and support agreement with NEC Corporation and is soliciting qualified responders to respond to this request for proposal for a three-year term starting in July 2019.

The following sections describe the County of Santa Barbara’s (County) existing NEC telephone system network as well as the scope of services.

## 1. County’s Existing Network

### 1.1. Voice Network

- 1.1.1. County has approximately 11,000 ports, which includes analog, digital, IP stations, trunks and other miscellaneous ports.
- 1.1.2. County has 10 NEC SV9500 nodes, which are distributed in the Santa Barbara, Lompoc, Solvang, and Santa Maria areas.
- 1.1.3. SR-MGCs are used for some of the critical sites to support local survivability.
- 1.1.4. County uses UM8700 in a Neverfail configuration for unified messaging. The system has 120 ports which are located at the following sites:
  - 1.1.4.1. Calle Real Campus – Primary
  - 1.1.4.2. Emergency Operations Center – Secondary
  - 1.1.4.3. Betteravia Campus – Tertiary
- 1.1.5. County has the following call center applications.
  - 1.1.5.1. Call Center Worx agents in all 10 nodes
  - 1.1.5.2. Global Navigator
  - 1.1.5.3. UCB at the Emergency Operations Center
- 1.1.6. SPOK is used for 911 applications.



- 1.1.7. MTS is used for call accounting and billing.
  - 1.1.8. Nuance is used for voice recognition and has 4 ports.
  - 1.1.9. OW5000/MA4000 is used for system management and enhanced features.
  - 1.1.10. Voice over IP paging servers for zone paging for IP phones.
  - 1.1.11. All 10 nodes have remote NEC Command Premium monitoring service
- 1.2. Local Area Network
- 1.2.1. County's core and distribution switches are Cisco.
  - 1.2.2. County's edge/access switches are Juniper and Alcatel, which are Power over Ethernet (POE).
  - 1.2.3. A converged Ethernet port is being used for telephones.
  - 1.2.4. Ethernet switches are not in scope.
- 1.3. Wide Area Network – Site to Site Connectivity (WAN)
- County uses the following WAN connectivity:
- 1.3.1. County owned and leased fiber.
  - 1.3.2. Private MPLS.
  - 1.3.3. CenturyLink Ethernet.
  - 1.3.4. CenturyLink point to point T1s.
  - 1.3.5. Site-to-site VPN over Internet.
  - 1.3.6. County's WAN is not in scope. This is being provided for information only.

**NEC Response:** Read, agreed and will comply with Section 1 – County's Existing Network.

## 2. Maintenance Scope of Services

### 2.1. Maintenance Converge

Responder shall provide maintenance coverage on a 24X7X365 basis for items listed in the Attachment A – SBC Pricing Workbook.

**NEC Response:** Read, agreed and will comply with Section 2.1.

### 2.2. Parts Replacement

Responder shall provide 24X7X365 parts coverage for faulty or defective parts. If any covered part listed in Attachment A – SBC Pricing Workbook is found to be defective under normal usage, COUNTY will be entitled to a full replacement of the covered part. Responder shall, during the contract period, furnish all parts necessary to maintain the System in good working order. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of Responder.

**NEC Response:** Read, agreed and will comply with Section 2.2.

### 2.3. Telco and Carrier Coordination

Responder shall be the primary responsible party for troubleshooting telephone and related systems covered under the Agreement. Responder shall coordinate local area network issues with the County Information and Communications Technology (ICT) staff and the carriers for the proper resolution and operation of the telephony system.

**NEC Response:** Read, agreed and will comply with Section 2.3.

### 2.4. Software Assurance

2.4.1. Responder shall include a Software Assurance subscription and support program that provides access to future software versions and scheduled upgrades. Both software upgrades and support shall be included.

2.4.2. Under Software Assurance, COUNTY shall be entitled to bug fixes, service packs, and new major and minor version upgrades for covered components at no additional cost. Responder shall provide notice of such bug fixes, service packs, and upgrades as they become available. COUNTY will be provided with access to Responder technical experts through Responder's Technical Support Center who can help ensure COUNTY's current software for covered components includes all the latest features and bug fixes. COUNTY will also be granted access to the Software Assurance collaboration site and technical knowledgebase.

2.4.3. Responder shall make all software upgrades available, including any necessary licensing, from Responder's licensing server.

2.4.4. Responder's onsite support team shall be responsible for obtaining these upgrades, software patches, and bug fixes for COUNTY as they become available.

2.4.5. COUNTY shall be responsible for coordinating software upgrades from Responder as new software becomes available and is also responsible for any costs associated with installing patches, service packs, and/or new major and minor version upgrades. This Service does not provide coverage for any labor or materials.

**NEC Response:** Read, agreed and will comply with Section 2.4.

## 2.5. Remote Monitoring

2.5.1. Responder shall provide remote monitoring of Responder voice network components. Responder's fully automated monitoring system will immediately notify COUNTY of critical component alarms in order to help identify and isolate failures.

2.5.2. Responder shall provide COUNTY with 24x7 remote monitoring of SNMP enables voice components and critical voice network functions in order to identify component and voice related network issues.

**NEC Response:** Read, agreed and will comply with Section 2.5.

## 2.6. On-Premise Support Staff

2.6.1. Responder shall provide dedicated service technicians placed on COUNTY premises to manage and maintain COUNTY's PBX platform and peripherals. Responder shall, during the contract period, furnish all labor necessary to maintain the covered components in good working order, or provide such other coverage as specified in this Scope of Work. The technicians shall have experience and certifications to maintain the County telephony and related systems.

2.6.2. Service hours are 8x5 (Monday through Friday, excluding COUNTY and Responder observed holidays, from 8 AM to 5 PM COUNTY local time zone unless otherwise authorized by Responder's management). Services include a maximum of forty (40) hours per week of onsite labor provided by an assigned service technician.

**NEC Response:** Read, agreed and will comply with Section 2.6.

## 2.7. Records

Responder shall create and maintain timely, accurate and readable electronic back-ups of all data, program and system files and keep it in a secure location.

**NEC Response:** Read, agreed and will comply with Section 2.7.

2.8. Background Checks

Personnel assigned by Responder for each component of the Agreement who have or need access to confidential COUNTY computer systems, networks, software or related infrastructure, or the locations where they are housed, shall apply for and be granted a clearance by the Public Health Department and Sheriff's Office subsequent to a background check. Only those who pass will be allowed admittance. Generally, a photo ID such as a driver's license (DL) with a date of birth and a DL number will suffice for the records check. This applies to any and all sub-contractors as well. Generally, these clearances can be granted within a 24-hour period, Monday through Friday.

Responder will be required to successfully complete cyber security training provided by the County prior to issuance of network access.

**NEC Response:** Read, agreed and will comply with Section 2.8.

2.9. HIPPA Compliance

Responder, as an agent of the COUNTY, shall be in compliance with all applicable Federal and State laws and regulations related to privacy and security matters including but not limited to, the privacy and security safeguards agreement titled Medi-Cal Data Privacy and Security Agreement between the California Department of Health Care Services and the COUNTY.

**NEC Response:** Read and do not fully comply.

In the course of providing professional communication system services to Covered Entities, NEC Corporation of America (NEC) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information (PHI). The services offered by NEC do not require access on a routine basis to PHI, and exposure to electronic PHI is purely on a random or occasional basis incidental to ensure that the electronic transmission conduit used by the Covered Entities' network is operating properly and is properly maintained. As a result, NEC is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.

Please see the included HIPPA Incidental Disclosure for details.

2.10. Suspension for Convenience. COUNTY may, without cause, order Responder in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to five (5) days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**NEC Response:** Read, agreed and will comply with Section 2.10.

2.11. Transitional Plan

- 2.11.1. Responder shall provide a transitional plan, if selected other than current vendor, to minimize any service disruption.

**NEC Response:** Read, agreed and will comply.

- 2.11.2. Confirm that the selected Responder will fully cooperate with the COUNTY, if the COUNTY terminates this Agreement and transitions to another Responder.

**NEC Response:** Read, agreed and will comply.

- 2.11.3. Escalation

Include an escalation chart.

**NEC Response:** Read, agreed and will comply. Please see the included NEC Problem Prioritization document.

- 2.11.4. Identify tools, processes and methodology to minimize service interruption.

**NEC Response:** Read, agreed and will comply.

Tools include:

- Butt set and punch down tools for analog stations.
- Meters for voltage testing
- T-Bird tester for T1's & PRI circuits
- Wireshark / trace

- 2.11.5. Identify and document Responder's voice network team.

**NEC Response:** Read, agreed and will comply. Please reference the Team Qualifications section for identification and documentation of voice network team.

- 2.11.6. Propose a plan to keep these team members current on technology and their training requirements.

**NEC Response:** Read, agreed and will comply.

Emphasis is placed on all CoSB products in place throughout the County's campus. NEC technicians are required to pass at least one certification class each year to support the relevant products. If classroom training is required, a backfill resource will be assigned to the County to fulfill that vacancy. Please reference the NEC Certification Chart included with this response.

## 2.12. Service Level Agreement

Responder is to provide its service level penalties for non-performance.

**NEC Response:** Read, agreed and will comply. None proposed at this time.

## 3. A. Submission Content

Responders interested in responding to this RFP must submit the following information, in the order specified below:

### 3.1. Introduction and Executive Summary (up to 3 pages)

Submit a letter of introduction and executive summary of the proposal. The letter must be signed by an authorized representative of your company to obligate your company to perform the commitments contained in the proposal. Submission of the letter will constitute a representation by your company that your company is willing and able to perform the commitments contained in the proposal.

**NEC Response:** Read, agreed and will comply.

### 3.2. Project Approach (up to 20 pages)

Describe the services and activities that your company proposes to provide to the County. Include the following information:

- a. Overall scope of work tasks; and
- b. Schedule and ability to complete the project within the County's recommended time frame; and
- c. Assignment of work within your company's work team.

**NEC Response:** Read, agreed and will comply with Section 3.2.

### 3.3. Qualifications (up to 10 pages)

Provide information on your company's background and qualifications, which addresses the following:

- a. Name, address, and telephone number of a contact on; and
- b. A brief description of your company, as well as how any joint venture or association would be structured; and

**NEC Response:** Read, agreed and will comply with Section 3.3.

3.4. Team Qualifications (up to 8 pages)

a. Provide a list identifying: (1) the lead service manager, (2) each key personnel on the project team, (3) the role each will play in the project, and (4) a written assurance that the key individuals listed and identified will be performing the work and will not be substituted with other personnel or reassigned to another project without the County's prior approval.

**NEC Response:** Read, agreed and will comply with clarification.

Upon award, key individuals identified will be assigned to the listed work and will not be substituted with other personnel or reassigned to another project without the County's prior approval. Should a resource become no longer available for reasons out of NEC's control, a replacement resource will be assigned with the required skillsets for the listed work.

b. Provide a description of the experience and qualifications of the project team members, including brief resumes if necessary.

**NEC Response:** Read, agreed and will comply.

3.5. References

Provide references per Appendix B.

**NEC Response:** Read, agreed and will comply.

3.6. Fee Proposal

The County intends to award this contract to the company that it considers will provide the best overall solution to the County. The County reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide your response in Attachment A – SBC Pricing Workbook and Appendix C, rows Q8 – Q12.

**NEC Response:** Read, agreed and will comply.

4. Selection Criteria

The proposals will be evaluated by a selection committee. The County intends to evaluate the proposals generally in accordance with the criteria itemized below.

4.1. Assigned Project Staff (20 points)

a. Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff on; and

b. Workload, staff availability and accessibility.

4.2. Experience of Company and Sub-Contractors (20 points)

a. Expertise of the company and sub-contractors in the fields necessary to complete the tasks; and

b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets; and

c. Experience with similar projects; and

d. Results of reference checks.

4.3. Technical and Financial Reviews (20 points)

Following the evaluation of the written proposals, the County will, at their sole determination, invite Responders for Technical and Financial Reviews. The County considers the Technical and Financial Reviews to be critical in determining the responsiveness of proposals submitted. Attendance is mandatory. The Technical and Financial Review provides each responder the opportunity to clarify their response with the County.

4.4. Cost (40 points)

**NEC Response:** Read, agreed and will comply with Section 4 – Selection Criteria.

**5. Standard Contract Provisions & Terms & Conditions**

The successful responder will be required to enter into a contract in agreement to the County's Standard Terms & Conditions attached. Failure to timely execute the contract, or to furnish any and all insurance certificates and policy endorsement, surety bonds or other materials required in the contract, shall be deemed an abandonment of a contract offer. The County, in its sole discretion, may select another company and may proceed against the original selectee for damages.

**NEC Response:** Read, agreed and will comply with Appendix D – Standard Terms and Conditions.

Exceptions to Appendix E – Indemnification and Insurance are listed in the Clarifications and Exceptions Addendum.



# Qualifications

## Single Point of Contact for This Account

Roberto Zampiglia  
Strategic Accounts Manager  
9230 Deering Ave.  
Chatsworth, CA 91311  
562-506-2342  
[www.necam.com](http://www.necam.com)

## NEC Corporation of America Background and Qualifications



solutions.

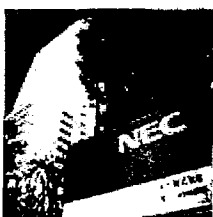
Established from the combined operations of NEC America, NEC Solutions America and NEC USA, NEC Corporation of America is a leading technology provider of strategic IT and communications solutions. Serving carrier, small-to-medium business and large enterprise clients across multiple vertical industries, NEC Corporation of America provides its customers greater access to a rich portfolio of technology and professional services, enhanced opportunities and competitive

Effective companies are built on the vision of an agile and collaborative organization that leverages technology to meet business objectives. As the U.S. subsidiary of NEC Corporation, NEC Corporation of America leverages NEC's global network of resources and experience to help customers achieve a competitive edge. Comprised of business units and innovation centers throughout the United States, NEC Corporation of America offers its clients direct access to market-leading technologies and resources, ranging from server and storage solutions to IP voice and data solutions, biometric identification, optical network and microwave radio communications solutions.

Fulfilling customer needs through comprehensive and innovative IT and network solutions is central to NEC's mission.

Based on its recent analysis of enterprise communications transformation strategies, Frost & Sullivan recognized NEC Corporation of America with the **North America Frost & Sullivan Company of the Year Award**. NEC's Smart Enterprise approach to enterprise communications provides holistic transformation options that help customers adapt and flourish in in a complex business environment. NEC Smart Enterprise addresses unmet customer needs, implements best practices, and delivers superior customer purchase experience have all combined to win the trust of companies seeking to evolve their communications environment.

## NEC Corporation Background and Qualifications



On 17 July 1899, Nippon Electric Company, Limited (renamed NEC Corporation, effective April, 1983, both expressed as NEC hereafter) Japan's first joint venture with foreign capital, was established by Kunihiko Iwaware in association with the U.S. firm Western Electric Company (presently Alcatel-Lucent).

The basic aim of the new company, expressed in the slogan “Better Products, Better Service,” was to carry out the promise to provide its customers with world-class products and dependable follow-up service. The notion of follow-up service didn't take root among Japanese businesses until a full half-century later, whereas NEC had from the beginning embraced a concept that developed into what we now call Customer Satisfaction (CS).

World and domestic firsts in technology and research development, made possible by managerial innovation and backed by establishment, improvement and reform of its various personnel systems, as well as the early mounting of environmental projects, make it possible to say that NEC's history has been marked by constant innovation for more than a hundred years. NEC is empowered by the DNA of innovation.

NEC Corporation is one of the world's leading providers of Internet, broadband network and enterprise business solutions dedicated to meeting the specialized needs of its diverse and global base of customers. NEC Corporation delivers tailored solutions in the key fields of computer, networking and electron devices, by integrating its technical strengths in IT and networks, and by providing advanced semiconductor solutions through NEC Electronics Corporation.

NEC's solutions, products and services are backed by the leadership and expertise of one of the most successful global companies, conducting business for more than 100 years. NEC has over 109,000 employees worldwide with over \$24 Billion in annual revenue and more than 1000 employees, contractors, and consultants in offices across the US. Thousands of enterprises across North America, including Fortune 1000 companies and major vertical industries such as healthcare, education, and hospitality, trust NEC Corporation of America to deliver unparalleled excellence and customized solutions for their unique networking and communications needs.

## Team Qualifications

### Lead Service Manager

#### Patricia Brierley – Area Service Manager, PMP

- 30+ plus years in the telecommunication industry, 18+ years with NEC as PM and Service Manager
- Manages the three on-sites and acts as main contact for the County on any service related, MAC or new project items.
- Delivers the monthly sick time report to the county to track resource hours spent and away from the County's campus'
- Works with the County's representatives on billing and invoices items
- Assigned as the Project Manager over the migration to VoIP in 2015

### On-Site Personnel

#### Derek Stokes – Technician-Sr with NEC since 2015 (Permanent Resource)

- Derek performs the higher level and complex projects currently through-out the county. He is the technical lead of the three on-sites supporting daily operations and special projects. Derek responds to trouble tickets, primarily in the North County region.
- Certifications:
- UM8700 Admin & Core Technical, v.9 Fast Track
- Call Center Worx
- IP Networking Configuration
- License Manager Client
- SV8500 Installation and Configuration
- SV9500 Installation and Configuration
- Advanced Networking

#### Romell Matthews – Technician-Sr with NEC since 1990 (Permanent Resource)

- Romell performs daily trouble ticket support as well as ordering and processing of TSR activity between NEC and the County of Santa Barbara. Romell acts as the lead for the County's cabling contractor to ensure the billing for each service item is completed and billed to allow the County to invoice the end-users.
- Romell responds to trouble tickets, in both the North and South County regions.
- Romell previously held the position of Project Manager for all contractor cabling and networking while assigned at an end user account.
- Romell has been assigned to multiple NEC onsite accounts where he either worked as a single presence or in a team environment.
- Certifications:
- IP Networking Configuration
- License Manager Client
- SV8100 Installation and Configuration
- SV8300 Installation and Configuration
- SV8500 Installation and Configuration
- SV9500 Installation and Configuration

Frank O'Farrell – Technician-Sr with NEC since 2005 (Permanent Resource)

- Frank responds to trouble tickets, primarily in the South Santa Barbara County region.
- Frank has supported several NEC customers in the capacity as an onsite technician. In these assignments he performed both break-fix and change order activities including installations.
- Certifications:
  - UM8700 Admin & Core Technical
  - Univerge 3C
  - IP Networking Configuration
  - License Manager Client
  - SV8100 Installation and Configuration
  - SV8300 Installation and Configuration
  - SV8500 Installation and Configuration
  - SV9500 Installation and Configuration

Note: Upon award, key individuals identified will be assigned to the listed work and will not be substituted with other personnel or reassigned to another project without the County's prior approval. Should a resource become no longer available for reasons out of NEC's control, a replacement resource will be assigned with the required skillsets for the listed work.

## References (Appendix B)

### *Appendix B*

#### **References**

R-1.	Account Name	County of Merced
	Address	2222 M Street
	City / State / Zip	Merced, California 95340
	Contact Person / Title	Mr. Rob Kuhlemeier
	Phone / Email	209-385-7507 / <a href="mailto:ruhlemeier@co.merced.ca.us">ruhlemeier@co.merced.ca.us</a>
	Years Serving this Account	29 years
	Approximate Annual Dollar Contract Price	\$200,000.00
	Number of Sites and Total Ports	8 sites total (7 sites are on SV9500, 1 site on 3C). Total Ports = 4000.
	Comment:	The County has a mix of IP and analog ports. They are in the process of moving to High Availability FT Server configurations with SIP Trunks.
	R-2.	Account Name
Address		1700 Lomas Blvd NE
City / State / Zip		Albuquerque, NM 87106
Contact Person / Title		Mark Reynolds / Associate Director, Voice
Phone / Email		(505) 277-5988 / <a href="mailto:reynolds@unm.edu">reynolds@unm.edu</a>
Years Serving this Account		30 years
Approximate Annual Dollar Contract Price		\$760,000
Number of Sites and Total Ports		15 sites total (two are SV9500). Approximately 21,000 end points.
Comments:		The college has a SV9500 Solution with FT Servers, VoIP and Digital in a multi-building campus environment with onsite NEC support.
R-3.		Account Name
	Address	141 N Glendale Ave #314
	City / State / Zip	Glendale, CA 91206
	Contact Person / Title	Mr. Jim Repp / Telecommunication Manager
	Phone / Email	(818) 551-4680 / <a href="mailto:JRepp@GlendaleCa.gov">JRepp@GlendaleCa.gov</a>
	Years Serving this Account	20 years
	Approximate Annual Dollar Contract Price	\$200,000.00
	Number of Sites and Total Ports	4 sites total (three on SV-9500, one on SR node). Total Ports = 3000.
	Comments:	The City has a mix of IP and analog ports. They are considering High Availability FT Server configurations with SIP Trunks.

<b>Instructions</b>	
<i>Tab</i>	<i>Description</i>
Tab 1. Support Services Year 1	In this tab, provide the cost of all elements of the worksheet. You may add rows to this tab to accommodate additional items. Do not add columns.
Tab 2. Support Services Year 2	"
Tab 3. Support Services Year 3	"
Tab 4. Support Services Year 4	"
Tab 5. Support Services Year 5	"
Tab 6. Services Total (Years 1-5)	This tab is provided for calculations only. Do not make any changes to this tab.
Tab 7. Technology Sizing Model	This tab is provided for information only and shows sites, systems installed and port count.
Tab 8. Equipment Discounts	Provide Percentage Discount from NEC/3rd Party Published List Price for any equipment County may purchase during the term of the contract.
<b>END</b>	

For questions regarding completion of the pricing workbook, please contact Zahid Masood at [zmasood@z-consulting.net](mailto:zmasood@z-consulting.net) or 818.203.4400

County of Santa Barbara

NEC Corporation of America, Inc.				CALCULATED VALUES			
Ref #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Total Annual Maintenance Cost
	Year One						
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerte SV9500 VoIP/PTDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.	Not Applicable		\$142,000.00	0.00%	\$142,000.00	\$426,000.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based on per port qty	\$6.52	0.00%	\$6.52	\$88,710.24
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage	\$7.30	0.00%	\$7.30	\$76,030.51
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	\$0.00
6	UCB Hardware (Call Center)	No coverage	No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	\$0.00
7	UCB SWA		Enginehouse software assurance coverage	\$8,720.34	0.00%	\$8,720.34	\$8,720.34
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	\$0.00
10	UM8700 SWA w/neverFail		Software Assurance on Voice Mail & Fallover Software	\$38,667.09	0.00%	\$38,667.09	\$38,667.09
11	Global Navigator Hardware	Express5800/R120b-1 2200117	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$7,622.23	0.00%	\$7,622.23	\$7,622.23
13	OW5000/MA4000 Hardware	OW5000 Server Express 800R120b-1m 4700555 MA4000 Server Express 800R120b-1m 4200375	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$530.00	0.00%	\$530.00	\$530.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$22,828.76	0.00%	\$22,828.76	\$22,828.76
16	MTS Hardware (Call Accounting)		Call Accounting System	\$28,115.00	0.00%	\$28,115.00	\$28,115.00
17	SPOK 911		911 caller ID service - Prorated	\$28,138.69	0.00%	\$28,138.69	\$28,138.69
174B	SPOK 911 Hardware	Express5800/R120L2M 5100130	Due to age of server, coverage can only be extended to 9/30/2021	\$265.00	0.00%	\$265.00	\$265.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	\$2,300.00
21	GOE Endpoints			\$230.00	0.00%	\$230.00	\$2,300.00
22	TOTAL						\$740,727.86
23	Engineering and Other Hourly Labor Rates						
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday/PST hourly rate			\$195.00	10.00%	\$175.50	\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$260.00	10.00%	\$234.00	\$234.00
26	Engineer Regular Time			\$166.50	10.00%	\$149.85	\$149.85
27	Engineer Overtime			\$250.20	10.00%	\$225.18	\$225.18
28	Category 3			\$0.00	0.00%	\$0.00	\$0.00
29				\$0.00	0.00%	\$0.00	\$0.00
30				\$0.00	0.00%	\$0.00	\$0.00
31				\$0.00	0.00%	\$0.00	\$0.00
32				\$0.00	0.00%	\$0.00	\$0.00
33	END	END	END	END	END	END	END

NEC Corporation of America, Inc.					CALCULATED VALUES			
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
	<b>Year Two</b>							
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$142,000.00	0.00%	\$142,000.00	3	\$426,000.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based on per port qty	\$8.52	0.00%	\$8.52	10412	\$88,710.24
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$7.52	0.00%	\$7.52	10412	\$78,296.24
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enginhouse software assurance coverage	\$8,981.95	0.00%	\$8,981.95	1	\$8,981.95
8	UM8700 Call Servers @ Calle Real, Belteravia, EOC) 120 Ports		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)		Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA wNeverFail		Software Assurance on Voice Mail & Follower Software	\$39,827.10	0.00%	\$39,827.10	1	\$39,827.10
11	Global Navigator Hardware	Express800/R120b-1.230017	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$7,850.09	0.00%	\$7,850.09	1	\$7,850.09
13	OW5000/MA4000 Hardware	OW5000 Server Express 5800/R120a-1m 4700555 MA4000 Server Express5800/R120a-1m 4200315	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$550.00	0.00%	\$550.00	1	\$550.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$23,513.62	0.00%	\$23,513.62	1	\$23,513.62
16	MTS Hardware (Call Accounting)		Call Accounting System	\$28,958.45	0.00%	\$28,958.45	1	\$28,958.45
17	SPDK 911		911 Caller ID service	\$33,411.33	0.00%	\$33,411.33	1	\$33,411.33
17B	SPDK 911 Hardware	Express5800/R1201-2M 5100130	Due to age of server, coverage can only be extended to 9/30/2021	\$265.00	0.00%	\$265.00	1	\$265.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	2	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	COE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$751,446.02
23	<b>Engineering and Other Hourly Labor Rates</b>							
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$195.00	10.00%	\$175.50	1	\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$290.00	10.00%	\$261.00	1	\$261.00
26	Engineer Regular Time			\$185.00	10.00%	\$166.50	1	\$166.50
27	Engineer Overtime			\$279.00	10.00%	\$251.10	1	\$251.10
28	Category 3			\$0.00	0.00%	\$0.00	1	\$0.00
29				\$0.00	0.00%	\$0.00	1	\$0.00
30				\$0.00	0.00%	\$0.00	1	\$0.00
31				\$0.00	0.00%	\$0.00	1	\$0.00
32				\$0.00	0.00%	\$0.00	1	\$0.00
33	END	END	END	END	END	END	END	END



NEC Corporation of America, Inc.

Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	CALCULATED VALUES		
						Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
	Year Three							
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.	Not Applicable		\$146,260.00	0.00%	\$146,260.00	3	\$438,780.00
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$8.78	0.00%	\$8.78	10412	\$91,417.36
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$7.75	0.00%	\$7.75	10412	\$80,640.94
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enginehouse software assurance coverage	\$9,251.41	0.00%	\$9,251.41	1	\$9,251.41
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports		Servers are beyond End of Service Life, requires replacement for coverage.	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)		Servers are beyond End of Service Life, requires replacement for coverage.	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA wNeverFail		Software Assurance on Voice Mail & Followup Software	\$41,021.91	0.00%	\$41,021.91	1	\$41,021.91
11	Global Navigator Hardware	Express5800/R120e-1 1200117	Server is beyond End of Service Life, requires replacement for coverage.	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$8,085.60	0.00%	\$8,085.60	1	\$8,085.60
13	OW5000/MA4000 Hardware	OW5000 Server Express 5600/R120e-1m 4700555 MA4000 Server Express5800/R120e-1m 4200315	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$545.90	0.00%	\$545.90	1	\$545.90
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$24,219.00	0.00%	\$24,219.00	1	\$24,219.00
16	MTS Hardware (Call Accounting)		Call Accounting System	\$29,827.20	0.00%	\$29,827.20	1	\$29,827.20
17	SPOK 911		911 Caller ID service	\$35,081.90	0.00%	\$35,081.90	1	\$35,081.90
17B	SPOK Hardware	Express5600/R120L-2M S100130	Due to age of server, coverage can only be extended to 9/30/2021	\$273.00	0.00%	\$273.00	1	\$273.00
18	VoIP Paging Servers		Servers are covered for 36 months	\$0.00	0.00%	\$0.00	2	\$0.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$774,244.22
23	Engineering and Other Hourly Labor Rates		Hourly Rates					
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$195.00	10.00%	\$175.50	1	\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$290.00	10.00%	\$261.00	1	\$261.00
26	Engineer Regular			\$185.00	10.00%	\$166.50	1	\$166.50
27	Engineer Overtime			\$279.00	10.00%	\$251.10	1	\$251.10
28	Category 3			\$0.00	0.00%	\$0.00	1	\$0.00
29				\$0.00	0.00%	\$0.00		\$0.00
30				\$0.00	0.00%	\$0.00		\$0.00
31				\$0.00	0.00%	\$0.00		\$0.00
32				\$0.00	0.00%	\$0.00		\$0.00
33	END	END	END	END	END	END	END	END

NEC Corporation of America, Inc.				CALCULATED VALUES				
Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
	Year Four							
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$150,647.80	0.00%	\$150,647.80	3	\$451,943.40
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$9.04	0.00%	\$9.04	10412	\$94,124.48
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$7.98	0.00%	\$7.98	10412	\$83,087.76
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)	No coverage	No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enginhouse software assurance coverage	\$9,528.95	0.00%	\$9,528.95	1	\$9,528.95
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Followup Software	\$42,252.57	0.00%	\$42,252.57	1	\$42,252.57
11	Global Navigator Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$6,328.17	0.00%	\$6,328.17	1	\$6,328.17
13	OW5000/MA4000 Hardware	No coverage	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$24,945.58	0.00%	\$24,945.58	1	\$24,945.58
16	MTS Hardware (Call Accounting)		Call Accounting System	\$30,722.00	0.00%	\$30,722.00	1	\$30,722.00
17	SPOK 911		911 Caller ID service	\$36,134.36	0.00%	\$36,134.36	1	\$36,134.36
17B	SPOK Hardware	No coverage	Due to age of server, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
18	VoIP Paging Servers		Extended server support coverage	\$784.50	0.00%	\$784.50	2	\$1,569.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Refillier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	QOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$797,736.27
23	Engineering and Other Hourly Labor Rates		Hourly Rates					
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$195.00	10.00%	\$175.50	1	\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$290.00	10.00%	\$261.00	1	\$261.00
26	Engineer Regular			\$185.00	10.00%	\$166.50	1	\$166.50
27	Engineer Overtime			\$279.00	10.00%	\$251.10	1	\$251.10
28	Category 3			\$0.00	0.00%	\$0.00	1	\$0.00
29				\$0.00	0.00%	\$0.00		\$0.00
30				\$0.00	0.00%	\$0.00		\$0.00
31				\$0.00	0.00%	\$0.00		\$0.00
32				\$0.00	0.00%	\$0.00		\$0.00
33	END	END	END	END	END	END	END	END

County of Santa Barbara

Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	% Discount	CALCULATED VALUES		
						Annual Maintenance Cost per Unit After Discount	Qty	Total Annual Maintenance Cost
	Year Five							
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.			\$155,167.23	0.00%	\$155,167.23	3	\$465,501.69
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware		Hardware coverage based based on per port qty	\$9.31	0.00%	\$9.31	10412	\$96,935.72
3	SV9500 SWA Software Assurance for all sites		NEC SV9500 software assurance coverage.	\$8.22	0.00%	\$8.22	10412	\$85,586.64
4	MPC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	17	\$0.00
5	SR-MGC		Coverage included in SV9500 Port Count	\$0.00	0.00%	\$0.00	14	\$0.00
6	UCB Hardware (Call Center)		No pricing quoted as qty indicated reflects zero	\$0.00	0.00%	\$0.00	0	\$0.00
7	UCB SWA		Enghouse software assurance coverage	\$9,814.80	0.00%	\$9,814.80	1	\$9,814.80
8	UM8700 Call Servers @ Calle Real, Betteravia, EOC) 120 Ports	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
9	UM8700 System Servers @ Calle Real, EOC)	No coverage	Servers are beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	3	\$0.00
10	UM8700 SWA w/NeverFail		Software Assurance on Voice Mail & Follower Software	\$43,520.15	0.00%	\$43,520.15	1	\$43,520.15
11	Global Navigator Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
12	Global Navigator SWA		Software Assurance on Call Center Administration Tool	\$8,578.00	0.00%	\$8,578.00	1	\$8,578.00
13	OW5000/MA4000 Hardware	No coverage	OW5000 & MA4000 are two individual servers. Due to age of servers, coverage can only be extended to 9/30/2021	\$0.00	0.00%	\$0.00	1	\$0.00
14	OW5000/MA4000 SWA		SWA is included in SV9500 SWA Core	\$0.00	0.00%	\$0.00	1	\$0.00
15	Nuance Hardware for Speech Recognition		Speech Recognition System	\$25,693.95	0.00%	\$25,693.95	1	\$25,693.95
16	MTS Hardware (Call Accounting)		Call Accounting System	\$31,643.67	0.00%	\$31,643.67	1	\$31,643.67
17	SPOK 911		911 Caller ID Service	\$37,218.40	0.00%	\$37,218.40	1	\$37,218.40
17B	SPOK 911 Hardware	No coverage	Server is beyond End of Service Life, requires replacement for coverage	\$0.00	0.00%	\$0.00	1	\$0.00
18	VoIP Paging Servers		Extended Server Support	\$808.00	0.00%	\$808.00	2	\$1,616.00
19	NEC Command Premium Monitoring SV9500s			\$1,050.00	0.00%	\$1,050.00	10	\$10,500.00
20	Environmental for Temp and Rectifier			\$230.00	0.00%	\$230.00	10	\$2,300.00
21	OOE Endpoints			\$230.00	0.00%	\$230.00	10	\$2,300.00
22	TOTAL							\$821,209.02
23	Engineering and Other Hourly Labor Rates							
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate			\$195.00	10.00%	\$175.50	1	\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate			\$290.00	10.00%	\$261.00	1	\$261.00
26	Engineer Regular			\$165.00	10.00%	\$148.50	1	\$148.50
27	Engineer Overtime			\$279.00	10.00%	\$251.10	1	\$251.10
28	Category 3			\$0.00	0.00%	\$0.00	1	\$0.00
29				\$0.00	0.00%	\$0.00	1	\$0.00
30				\$0.00	0.00%	\$0.00	1	\$0.00
31				\$0.00	0.00%	\$0.00	1	\$0.00
32				\$0.00	0.00%	\$0.00	1	\$0.00
33	END	END	END	END	END	END	END	END

County of Santa Barbara

NEC Corporation of America, Inc.

Ref. #	Pricing Elements	System Component Part Number	Component Description	Annual Maintenance Cost per Unit	Calculated Values
	<i>Total Years One - Five</i>				
1	Onsite Technician(s) Technical resource who is able to maintain NEC Univerge SV9500 VoIP/TDM Environment and related installed equipment. Onsite support is defined as 8 am to 5 pm Monday through Friday PST.				\$2,208,225.09
2	SV9500 Ports = All Sites Total Maintenance cost for all hardware				\$459,898.04
3	SV9500 SWA				\$403,644.09
4	Software Assurance for all sites				\$0.00
5	MPC				\$0.00
6	SR-MGC				\$0.00
7	UCB Hardware (Call Center)				\$46,297.45
8	UCB SWA				\$0.00
9	UM8700 Call Servers @ Calle Real, Beteravia, EOC) 120 Ports				\$0.00
10	UM8700 System Servers @ Calle Real, EOC)				\$205,288.82
11	UM8700 SWA w/NeverFail				\$0.00
12	Global Navigator Hardware				\$40,464.09
13	Global Navigator SWA				\$1,605.90
14	OW5000/MA4000 Hardware				\$0.00
15	OW5000/MA4000 SWA				\$121,200.91
16	Nuance Hardware for Speech Recognition				\$149,266.32
17	MTS Hardware (Call Accounting)				\$169,984.68
17B	SPOK 911				\$803.00
18	VoIP Paging Servers				\$3,185.00
19	NEC Command Premium Monitoring SV9500s				\$52,500.00
20	Environmental for Temp and Rectifier				\$11,500.00
21	QOE Endpoints				\$11,500.00
22	<b>TOTAL</b>				<b>\$3,885,363.39</b>
23	<b>Engineering and Other Hourly Labor Rates</b>			<b>Hourly Rates</b>	
24	Onsite Technician(s) After hours from 5 pm to 8 am Monday through Saturday PST hourly rate				\$175.50
25	Onsite Technician(s) After hours, Sundays and holidays hourly rate				\$261.00
26	Engineer Regular				\$166.50
27	Engineer Overtime				\$250.92
28	Category 3				\$0.00
29					\$0.00
30					\$0.00
33	END	END	END	END	END

County of Santa Barbara

Originating Node	Site ID	Site Name	Address	City	Product	TDM Ports	IP Ports	Total	ACD Licenses
1	1	Cook Street Bldg. G	312 E. Cook Street	Santa Maria	SV9500	288	135	423	25
1	1-DCSS	Dept. of Child Support Services	201 S Miller St.	Santa Barbara	MPC		8	8	
2	2	Betteravia	2125 S. Centerpointe Parkway	Santa Maria	SV9500	608	717	1325	100
2	2-19	BWell	212 W. Carmen Lane	Santa Maria	SR-MGC		44	44	
2	2-19	DSS	302 W. Carmen Lane	Santa Maria	MPC		6	6	
2	2-19	Probation	124 W. Carmen Lane	Santa Maria	MPC		6	6	
2	2-RET	Retirement	2400 Professional Pky.	Santa Maria	MPC		6	6	
3	3	Foster Road	815-A West Foster Road	Santa Maria	SV9500	648	189	837	25
3	3-WP	Waller Park	300 Goodwin Road	Santa Maria	4LC2COTA		6	6	
4	4	Calle Real	4436 Calle Real	Santa Barbara	SV9500	1944	986	2930	50
4	4-AS	Animal Services	5473 Overpass Road	Santa Barbara	SR-MGC		12	12	
4	4.9	APCD	260 N. San Antonio Rd	Santa Barbara	MPC		18	18	
4	4.9A	APCD Cook	301 Cook Street, Suite L	Santa Maria	IP Phones			0	
4	4.14	Juvenile Probation	4500 Hollister Ave	Santa Barbara	SR-MGC		26	26	
4	BWELL	BWell	5385 Hollister, Bldg. 14	Santa Barbara	SR-MGC		6	6	
4	4.IVFP	IVFP	6504 Trigo Road	Goleta	SR-MGC		6	6	
4	4	Sheriff Coroner	66 S. San Antonio Road	Santa Barbara	SR-MGC		6	6	
4	SSOD	Sheriff SOD	4564 Hollister Ave	Santa Barbara	SR-MGC		12	12	
4	ST	Sheriff Training	360 Camino Del Remedio	Santa Barbara	SR-MGC		6	6	
4	TL	Tajiguas Landfill	14470 Calle Real	Santa Barbara	MPC		6	6	
4	19	Los Prietos Boys Camp	3900 Paradise Road	Santa Barbara	SR-MGC		64	64	
5	5	Civic Center	115 E. Civic Center Plaza	Santa Barbara	SV9500	304	213	517	25
5	AS	Animal Services	1501 W. Central Ave	Lompoc	MPC		8	8	
5	16	B Street	117 North B Street	Lompoc	MPC		6	6	
5	18	Burton Mesa First Responder	3500 Harris Grade Rd.	Lompoc	SR-MGC		12	12	
5	RY	Road Yard	2010 Sweeney Road	Lompoc	MPC		8	8	
5	Bwell	Bwell	401 Ocean	Lompoc	MPC		6	6	
5	VB	Veterans' Building	100 E. Locust Street	Lompoc	MPC		6	6	
6	6	PHD/Social	301 North R Street	Lompoc	SV9500	352	239	591	25
7	7	Solvang	1745 Mission Drive	Solvang	SV9500	108	119	227	25
7	BFP	Buellton Fire/Police	168 W. Highway 246	Buellton	MPC		6	6	
7	CLAKE	Cachuma Lake	2225 Highway 154	Santa Barbara	MPC		6	6	
7	FIRE	Fire	1430 Mission Drive	Solvang	IP			0	
7	7	Sheriff	Santa Ynez Airport	Santa Ynez	SR-MGC		6	6	
7	FOXEN	Foxen Canyon Landfill	4004 Foxen Canyon Rd.	Los Olivos	MPC		6	6	
8	8	Courthouse	1100 Anacapa Street	Santa Barbara	SV9500	1392	556	1948	25
8	CHCC	Carp Health Care Center	931 Walnut Ave	Carpinteria	SR-MGC		44	44	
8	11	De La Vina	2034 De La Vina Street	Santa Barbara	MPC		6	6	
8	FIRST 5	First 5	5385 Hollister, Bldg. 10	Santa Barbara	SR-MGC		6	6	
8	FHCC	Franklin Health Care Ctr.	1136 E. Montecito St.	Santa Barbara	SR-MGC		44	44	
8	RET	Retirement	3916 State Street	Santa Barbara	MPC		6	6	

County of Santa Barbara

Originating Node	Site ID	Site Name	Address	City	Product	TDM Ports	IP Ports	Total	ACD Licenses
8	WRC		130 E. Ortega	Santa Barbara	MPC		6	6	
15	WRC/BSC		1410 S. Broadway	Santa Maria	SV9500	224	684	908	200
20	EOC		4406 Cathedral Oaks Road	Santa Barbara	SV9500		286	286	
20	EOC		4406 Cathedral Oaks Road	Santa Barbara	VoIP Paging			0	
2	Betteravia		2125 S. Centerpointe Parkway	Santa Maria	VoIP Paging			0	

Originating Node	Site ID	Site Name	SV9500 SWA	GNAV	GNAV SWA	UCB	UCB SWA	UM8700 Ports	UM87 SWA	UM8700 Call Server	UM8700 System Server
1	1	Cook Street Bldg. G	1								
1	1-DCSS	Dept. of Child Support Services									
2	2	Betteravia	1					48		1	
2	2-19	BWell									
2	2-19	DSS									
2	2-19	Probation									
2	2-RET	Retirement									
3	3	Foster Road	1								
3	3-WP	Waller Park									
4	4	Calle Real	1	1	1			48	1	1	2
4	4-AS	Animal Services									
4	4.9	APCD									
4	4.9A	APCD Cook									
4	4.14	Juvenile Probation									
4	BWELL	BWell									
4	4.IVFP	IVFP									
4	SCOR	Sheriff Coroner									
4	SSOD	Sheriff SOD									
4	ST	Sheriff Training									
4	TL	Tajiguas Landfill									
4	19	Los Prietos Boys Camp									
5	5	Civic Center	1								
5	AS	Animal Services									
5	16	B Street									
5	18	Burton Mesa First Responder									
5	RY	Road Yard									
5	Bwell	Bwell									
5	VB	Veterans' Building									
6	6	PHD/Social	1								
7	7	Solvang	1								
7	BFP	Buellton Fire/Police									
7	CLAKE	Cachuma Lake									
7	FIRE	Fire									
7	7	Sheriff									
7	FOXEN	Foxen Canyon Landfill									
8	8	Courthouse	1								
8	CHCC	Carp Health Care Center									
8	11	De La Vina									
8	FIRST 5	First 5									
8	FHCC	Franklin Health Care Ctr.									
8	RET	Retirement									

County of Santa Barbara

Originating Node	Site ID	Site Name	SV9500 SWA	GNAV	GNAV SWA	UCB	UCB SWA	UM8700 Ports	UM87 SWA	UM8700 Call Server	UM8700 System Server
8	WRC	WRC									
15	15	WRC/BSC	1								
20	20	EOC	1			1	1	24		1	1
20	20	EOC									
2	2	Betteravia									



Originating Node	Site ID	Site Name	OWX	OWX SWA	NEC Command	Nuance	SPOK	MTS	VoIP Paging
1	1	Cook Street Bldg. G			1				
1	1-DCSS	Dept. of Child Support Services							
2	2	Betteravia			1				
2	2-19	BWell							
2	2-19	DSS							
2	2-19	Probation							
2	2-RET	Retirement							
3	3	Foster Road			1				
3	3-WP	Waller Park							
4	4	Calle Real	1	1	1	1	2	1	
4	4-AS	Animal Services							
4	4.9	APCD							
4	4.9A	APCD Cook							
4	4.14	Juvenile Probation							
4	BWELL	BWell							
4	4.IVFP	IVFP							
4	SCOR	Sheriff Coroner							
4	SSOD	Sheriff SOD							
4	ST	Sheriff Training							
4	TL	Tajiguas Landfill							
4	19	Los Prietos Boys Camp							
5	5	Civic Center			1				
5	AS	Animal Services							
5	16	B Street							
5	18	Burton Mesa First Responder							
5	RY	Road Yard							
5	Bwell	Bwell							
5	VB	Veterans' Building							
6	6	PHD/Social			1				
7	7	Solvang			1				
7	BFP	Buellton Fire/Police							
7	CLAKE	Cachuma Lake							
7	FIRE	Fire							
7	7	Sheriff							
7	FOXEN	Foxen Canyon Landfill							
8	8	Courthouse			1				
8	CHCC	Carp Health Care Center							
8	11	De La Vina							
8	FIRST 5	First 5							
8	FHCC	Franklin Health Care Ctr.							
8	RET	Retirement							

County of Santa Barbara

Originating Node	Site ID	Site Name	OWX	OWX SWA	NEC Command	Nuance	SPOK	MTS	VoIP Paging
8	WRC	WRC							
15	15	WRC/BSC			1				
20	20	EOC			1				
20	20	EOC							1
2	2	Betteravia							1

County of Santa Barbara

NEC Corporation of America, Inc.

Ref. #	Additional Purchases Pricing Elements	Percentage Discount from NEC/3rd Party Published List Price FOR PIECEMEAL PARTS	Percentage Discount from NEC/3rd Party Published List Price FOR ANY ORDER OF \$10,000 OR MORE
	<b>Years One - Five</b>		
1	NEC SV9500 - All Components including Hardware/Software/Licenses or New Products	7.00%	12.00%
2	SV9500 SWA	7.00%	12.00%
3	MPC	7.00%	12.00%
4	SR-MGC	7.00%	12.00%
5	UCB - All Components including Hardware/Software/Licenses or New Products	0.00%	0.00%
6	UCB SWA	0.00%	0.00%
7	UM8700 - All Components including Hardware/Software/Licenses or New Products	7.00%	12.00%
8	Global Navigator Hardware - All Components including Hardware/Software/Licenses or New Products	7.00%	12.00%
9	Global Navigator SWA	7.00%	12.00%
10	OW5000/MA4000 - All Components including Hardware/Software/Licenses or New Products	7.00%	12.00%
11	OW5000/MA4000 SWA	7.00%	12.00%
12	Nuance Hardware for Speech Recognition - All Components including Hardware/Software/Licenses or New Products	0.00%	0.00%
13	MTS Hardware (Call Accounting) - All Hardware/Software/Licenses Components	0.00%	0.00%
14	SPOK 911 - All Components including Hardware/Software/Licenses or New Products	0.00%	0.00%
15	VoIP Paging Servers - All Components including Hardware/Software/Licenses or New Products	0.00%	0.00%
16	NEC Command Premium Monitoring SV9500s	3.00%	3.00%
17	Environmental for Temp and Rectifier	3.00%	3.00%
18	QOE Endpoints	3.00%	3.00%
19	<b>TOTAL</b>		
20	<b>Engineering and Other Hourly Labor Rates</b>	<b>Labor Rate</b>	<b>Percentage Discount from NEC/3rd Party Published Labor Rates</b>
21	Engineer Regular	\$185	10.00%
22	Engineer Overtime	\$279	10.00%
23	Category 3		
24	Category 4		
25	Category 5		
26	Category 6		
27			
28	END	END	END

**Appendix C  
Bidder Questionnaire Form**

Q-1.	Company Name	NEC Corporation of America
Q-2.	Address	3929 West John W Carpenter Freeway
Q-3.	City/Zip	Irving, Texas 75063
Q-4.	Phone	214-262-6000
Q-5.	E-mail address	roberto.zampiglia@necam.com
Q-6.	Federal Tax ID #	20-0665337
Q-7.	# years in Industry	NEC Corporation has had a presence in North America for more than 50 years
Q-8.	Year I Cost (From SBC Pricing Workbook)	\$740,727.86
Q-9.	Year II Cost	\$751,446.02
Q-10.	Year III Cost	\$774,244.22
Q-11.	Year IV Cost	\$797,736.27
Q-12.	Year V Cost	\$821,209.02

**If selected for award, I/we agree to furnish the items and/or services specified at the prices and under the conditions indicated.**

Authorized Signature	<i>Scott Drury</i> <small>Scott Drury (Mar 27, 2019)</small>
Printed Name	Scott Drury
Title	Sales Director
Direct Phone Number	(214) 262-6919
Date Signed	03/27/2019

## Clarifications and Exceptions

RFP Section	Description	Clarification / Exception
SOW 2.9	HIPPA Compliance	<p>In the course of providing professional communication system services to Covered Entities, NEC Corporation of America (NEC) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information (PHI). The services offered by NEC do not require access on a routine basis to PHI, and exposure to electronic PHI is purely on a random or occasional basis incidental to ensure that the electronic transmission conduit used by the Covered Entities' network is operating properly and is properly maintained. As a result, NEC is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.</p> <p>Please see the included HIPPA Incidental Disclosure for details.</p>
SOW 3.4	Team Qualifications	<p>Upon award, key individuals identified will be assigned to the listed work and will not be substituted with other personnel or reassigned to another project without the County's prior approval. Should a resource become no longer available for reasons out of NEC's control, a replacement resource will be assigned with the required skillsets for the listed work.</p>
Appendix E – Section B.3	Notice of Cancellation	<p>Modified language to state: "Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY, <u>as permitted under the policy.</u>"</p>
Appendix E – Section B. 5	Deductibles and Self-Insured Retention	<p>NEC cannot agree to this clause. NEC obtains global insurance relationships to cover the parent company and the subsidiary companies, and these negotiated provisions and coverage limitations cannot be negotiated on a customer by customer basis.</p>
Appendix E	"Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within (30) days of receipt."	<p>NEC cannot agree to this clause. NEC obtains global insurance relationships to cover the parent company and the subsidiary companies, and these negotiated provisions and coverage limitations cannot be negotiated on a customer by customer basis.</p>

**CONFIDENTIALITY AGREEMENT  
HIPAA INCIDENTAL DISCLOSURE  
SERVICES CONTRACTS**

**1.0 OVERVIEW**

In the course of providing professional communication system services to Covered Entities, NEC Corporation of America (“NECAM”) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information (“PHI”) as described in 45 CFR Sec 160.308. The services offered by NECAM do not require access on a routine basis to PHI, and exposure to electronic PHI (“E PHI”) (collectively referred to hereafter as “PHI”) is purely on a random or occasional basis incidental to ensuring that the electronic transmission conduit used by the Covered Entities’ network is operating properly and is properly maintained. As a result, NECAM is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.

**1. Definitions:**

1.1 “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.2 “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

1.3 “Covered Entity” means any health care provider that transmits health information covered by the HIPAA Transaction Rule whether directly or through a business associate.

**2. NEC Safeguards & Requirements**

As of the date of this Agreement, NECAM is in compliance with certain HIPAA statutory provisions. The following findings reflect significant compliance with certain security and access management requirements as noted below even though NECAM is not a Business Associate:

Except as excluded hereafter, NECAM is compliant with the following provisions:

Administrative Safeguards: 164.308 (a)

Physical Safeguards: 164.310(a)

Technical Safeguards: 64.312(a)

Organizational Requirements: 164.316(a)

The following statutory provisions were found to be **not applicable** due to the fact that PHI was not retained, transmitted, used or stored by NEC in its network management or maintenance operations.

Administrative Safeguards:

164.308(a)(3)(i)	Workforce security policies re: PHI
164.308(a)(4)(i)	Information access management of PHI

- 164.308(a)(4)(ii)(A) Isolation Health Clearinghouse functions
- 164.308(a)(7)(i) Contingency plan for loss of PHI
- 164.308(a)(7)(ii)(A) Data backup plan for PHI
- 164.308(a)(7)(ii)(B) Disaster recovery plan for PHI
- 164.308(a)(7)(ii)(C) Emergency Mode Operation Plan
- 164.308(a)(7)(ii)(D) Testing and revision procedures
- 164.308(a)(7)(ii)(E) Applications & data criticality Analysis
- 164.308(b)(i) Business Associate Contracts & other arrangements
- 164.308(b)(4) Other arrangements of satisfactory assurances.

**Physical Safeguards:**

- 164.310(b) Workstation use for PHI
- 164.310(c) Workstation physical safeguards
- 164.310(d) Device and Media Control
- 164.310(d)(2)(i) Disposal of PHI
- 164.310(d)(2)(ii) Media Re-use
- 164.310(d)(2)(iii) Accountability record of movements of hardware & media
- 164.310(d)(2)(iv) Data backup and storage

**Technical Safeguards:**

- 164.312(a)(2)(ii) Emergency access procedure
- 164.312(a)(2)(iv) Encryption & decryption of PHI
- 164.312(b) Audit controls to examine activity in system containing PHI
- 164.312(c)(1) Integrity policy for PHI
- 164.312(c)(2) Mechanism to authenticate PHI
- 164.312(d) Person or entity authentication
- 164.312(e)(1) Transmission Security
- 164.312(e)(2)(i) Integrity controls preventing improper modification
- 164.312(e)(ii)(2) Encryption of PHI

**Organizational Requirements:**

- 164.314(a)(1) Business Associate contract-cure or termination for breach
- 164.314(a)(2)(i) Business Associate contract obligating safeguards & reporting
- 164.314(a)(2)(ii) Other arrangements-governmental entities

The foregoing compliance measures are reasonable and acceptable under HIPAA given the nature and extent of the Services being delivered by NEC and its subcontractors.

**3. Agents and Subcontractors of NECAM**

NECAM shall ensure that any agent, including a subcontractor shall comply with the same restrictions and conditions that apply through this MPA to NECAM with respect to the random exposure to PHI. NECAM shall ensure that any agent who may incidentally obtain PHI, including a subcontractor, agrees to implement the same degree of care and safeguards to protect such information as is provided in this agreement.

**4. Records Available to Covered Entity and Secretary**

NECAM shall make available records, to the extent that such records exist, related to the use, disclosure, security and privacy protection of PHI that may have been randomly exposed during the course of performing services for a Covered Entity. Given the random nature of such exposure and the destruction obligation the Covered Entity acknowledges that reports of individual events may not be retained, however, NECAM shall make reasonable efforts to make available to the Covered Entity or the Secretary of the United State Department of Health and Human Services any information about the incident and its confidentiality policies solely for purposes of investigating or auditing the Covered Entities' compliance with the HIPAA privacy and security regulations.

**5. Retention and Destruction:**

This provision also shall apply to PHI in possession of subcontractors or agents of NECAM. NECAM and its agents or subcontractors shall retain no copies of the PHI it may have incidentally acquired and will destroy such records immediately or upon completion of services for which the PHI was disclosed. However, NECAM, its agents or subcontractors shall maintain the confidentiality of all Customer information as provided in Section 14 of the MPA and shall continue to maintain the information related to such exposure and destruction for a period of six years after termination of the MPA.

**6. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach of this Agreement by NECAM which NECAM fails to cure upon 30 days written notice.

**NEC Corporation of America**

**[Covered Entity]**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# NEC Corporation of America

NEC Corporation of America (NEC) appreciates being the County of Santa Barbara's vendor of choice for telecommunication services. To further enhance our support and services, besides the assignment of three on-site technicians, we offer 24x7 customer support. Our Global Service Center (GSC) is available to assist you with equipment or service related issues, adds, moves or changes. NEC offers several methods of engaging with your support team(s):

## **The Strategic Helpdesk is available**

- To provide answers to questions about your NEC products and features.
- Enlist expert assistance by providing relevant information, and aid in troubleshooting chronic issues on Services Orders that have been opened with the Customer Support team.

If you prefer to speak to an Engineer, you can call 877-463-2267 and our level one agent will connect you directly to the Engineer on duty.

If you prefer to send an email, you can send an email to [StrategicAccountHelpDesk@necam.com](mailto:StrategicAccountHelpDesk@necam.com).

The Strategic Account (SA) Helpdesk will respond within one business day (normally within 2 hours) and the hours of operations are 8:00 AM to 5:00 PM Central Time Monday through Friday.

## **NEC Anytime Portal**

The NEC Anytime Portal provides:

- 24 Hours Access to create and track service request.
- Review contracts and coverage
- View and pay Invoices

The URL for the NEC Anytime Portal is: <https://www.necanytime.com/>

## **Customer Contact Center**

Below are the other methods to reach our 24 hour Customer Contact Center:

- By phone please call 800-2400-NEC (632)
- By Email [GSC@necam.com](mailto:GSC@necam.com)

## **NEC Command Event Monitoring – Premium**

- Selected elements of monitored components will be actively monitored for system events 24 hours per day, 365 days per year.
- When an event is detected, notifications are provided according to the appropriate escalation procedures established with County of Santa Barbara and the event is correlated and isolated to its root cause where available and applicable.
- NEC Command provides access to NEC based systems within the County of Santa Barbara network to allow the monitoring engineers to view active and past alerts.

## On-Site Support

- Three NEC on-site technicians report daily 8am-5pm to the MAC Center and are available for dispatch.
- On-call technicians rotate the duty so at least one technician is available 7/24/365.
- On-site technicians are the first line of response for dispatch.
  - In the unlikely event that all on-site technicians are consumed, NEC has the ability to dispatch other technicians and/or Senior Engineers to site or remotely.
  - In the grid and map below, you will see additional response options. Dispatch will be based on level of severity and time to site.

## Remote and On-Call Support Structure

Resource	Title	Manager
Derek Stokes	Technician - Sr	Patricia Brierley
Romell Matthews	Technician - Sr	Patricia Brierley
Frank O'Farrell	Technician - Sr	Patricia Brierley
Steve Tonyan	Applications Eng - Sr	Cap Pike
Jon Bachrach	Applications Eng - Sr	Cap Pike
Rich Lee	Technician - Master	Patricia Brierley
Robert Salas	Technician - Lead	Bret Rome
Dan Carter	NEC Command Technician	Loretta Biglin
George Weigle	Network Engineer	Bret Rome

## NEC Problem Prioritization, Escalation Guidelines, Response Resources

### **Problem Priority Definitions**

*Priority 1:* An existing network is down or there is a critical impact to the customer's business operations. NEC and the customer will commit necessary resources around the clock to resolve the situation.

*Priority 2:* Operation of an existing network is severely degraded, or significant aspects of the customer's business operation are being negatively impacted by unacceptable network performance. NEC and the customer will commit full-time resources during normal business hours to resolve the situation.

*Priority 3:* Operational performance of the network is impaired while most business operations remain functional. NEC and the customer are willing to commit resources during normal business hours to restore service to satisfactory levels.

*Priority 4:* Customer requires information or assistance on product capabilities, installation, or configuration. There is clearly little or no impact to the customer's business operation. NEC and the customer are willing to provide resources during normal business hours to provide information or assistance as requested.

*Note:* Priority 1 problem escalation times are measured in calendar hours, 24 hours per day, seven days per week. Priority 2, 3, and 4 escalation times correspond with standard business hours.

**Problem Escalation Guideline**

<b>Elapsed Time</b>	<b>Priority 1</b>	<b>Priority 2</b>	<b>Priority 3</b>	<b>Priority 4</b>
1 Hour	Area Services Manager			
4 Hours	Manager Network Engineering	Area Services Manager		
24 Hours	Sr Manager Ops	Manager Network Engineering	Area Services Manager	
48 Hours	Director Technical Sales	Sr Manager Ops	Manager Network Engineering	Area Services Manager
72 Hours	Director of Ops	Director Technical Sales	Sr Manager Ops	Manager Network Engineering

**Requesting Escalation**

If you feel that forward progress or the quality of service is not satisfactory, you may escalate the problem by asking for the manager on duty for Level 2 Customer Support Services.

**Escalation Contacts**

In the event that management escalation or intervention is required, please note the following:

**Area Services Manager**

Patricia Brierley            patricia.brierley@necam.com            Ph. (209) 251-9263

**Manager Network Engineering**

Charles “Cap” Pike            charles.Pike@necam.com            Ph. (469) 298-8873

**Sr Mgr- Regional Ops**

Bret Rome            bret.rome@necam.com            Ph. (562) 506-2350

**Director Technical Sales**

Stuart Ozer            stuart.Ozer@necam.com            Ph. (214) 262-2525

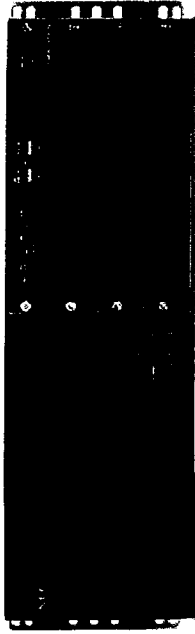
**Director of Operations**

Mike Ventricelli            mike.ventricelli@necam.com            Ph. (212) 789-3705

# NEC

NEC Corporation of America - National Training Center

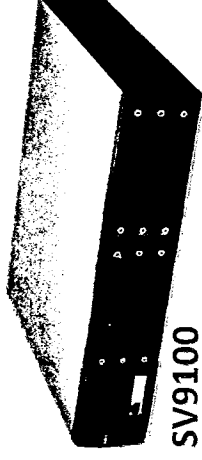
[training@necam.com](mailto:training@necam.com)



SV9500



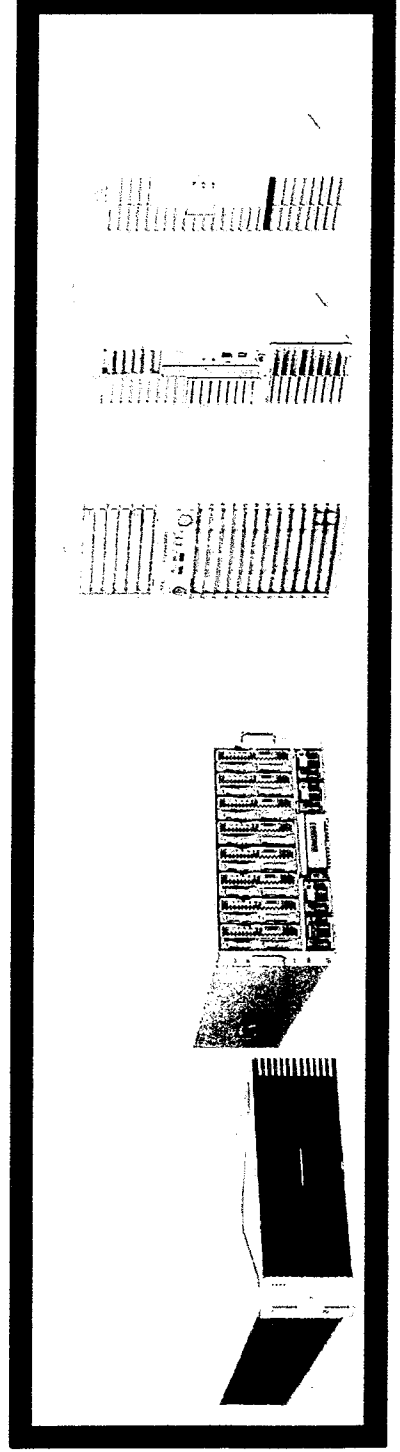
SV9300



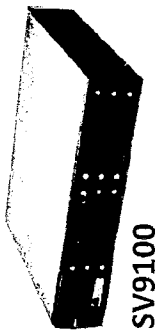
SV9100

## Product Certification Flow Charts

Revised 1/14/2019



# Univerge SV9100 Certification Flow Chart



SV9100

## Required SV9100 Foundation Certification

### Pre-Requisite:

**TITLE:** IP Prerequisite course with Exam  
**Type:** Web Based Pre-Requisites  
**Course Code:** NTC1002005  
**Type:** Web Based **Exam Fee:** \$0



**TITLE:** UNIVERGE SV9100 Foundation Course  
**Course Code:** NTC3222120  
**Length:** 8 - 12 Hours **Exam Fee:** \$39  
**Type:** Web Based  
**Certifications:** SV9100 Foundation AND SV9100 InMail  
 Required For Technical Support

## SV9100 Advanced Courses

### Applications

**TITLE:** UC Suite R6 for the SV9100 Certification  
**Course Code:** NTC3222511 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** NEC Communications Analyst 4.3  
**Course Code:** NTC6592520 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** NEC Meeting Center (NMC) - XMP 2017  
**Course Code:** NTC4824101 **Length:** 6-8 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

### Voicemail

**TITLE:** UNIVERGE SV9100 InMail  
**Course Code:** NTC7742110 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support  
*(Please note this course is only for technicians who have already completed the SV9100 Migration course)*

**TITLE:** UM8000 Installation  
**Course Code:** NTC3712100 **Length:** 6 hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

## IP and Networking

**TITLE:** UNIVERGE SV9100 Advanced NetLink  
**Course Code:** NTC3222415 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9100 Advanced SIP Trunking  
**Course Code:** NTC3222425 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9100 Advanced CCIS  
**Course Code:** NTC3222450 **Length:** 4 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9100 IP DECT 6.6 Installation 2018  
**Course Code:** NTC3222402 **Length:** 6-8 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

**Title:** IPVSR Installation and Configuration  
**Course Code:** NTC7312500 **Exam Fee:** \$0  
**Course Length:** 4 Hours  
**Non-Certification Course**

**TITLE:** UNIVERGE SV9100 Advanced Contact Center Certification Course  
**Course Code:** NTC3222505 **Length:** 8-10 Hours  
**Type:** Web Based **Exam Fee:** \$39  
 Required for Advanced Technical Support

### Please Note:

Additional SV9100 Advanced courses are in development. We will announce their release as they become available.



# Univerge SV9300 Certification Flow Chart

SV9300

## Required Pre-Prerequisite:

**TITLE:** IP Prerequisite course with Exam  
**Type:** Web Based Pre-Requisites  
**Course Code:** NTC1002005  
**Type:** Web Based      **Exam Fee:** \$0



## Required Foundation Certification Course:

**TITLE:** UNIVERGE SV9300 Foundation Certification Course  
**Course Code:** NTC3322115      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Technical Support



**Title:** License Manager Client R4.0 Installation  
**Course Code:** NTC7572100      **Exam Fee:** \$0  
**Course Length:** 2 Hours  
 Required for Technical Support



### Please Note:

Additional SV9300 Foundation and Advanced courses are in development. We will announce their release as they become available.

## SV9300 Advanced Courses

**TITLE:** UNIVERGE SV9300 IP DECT 6.6 Installation 2018 Certification Course  
**Course Code:** NTC3322402      **Length:** 6-8 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9300 Standard SIP Certification  
**Course Code:** NTC3322420      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9300 T1 CCIS Certification Course  
**Course Code:** NTC3322430      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9300 IP CCIS Certification Course  
**Course Code:** NTC3322400      **Length:** 2 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UNIVERGE SV9300 Remote Unit Certification Course  
**Course Code:** NTC3322410      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** NEC Communications Analyst 4.3  
**Course Code:** NTC6592520      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** NEC Meeting Center (NMC) - XMP 2017  
**Course Code:** NTC4824101      **Length:** 6-8 Hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**TITLE:** UM8000 Installation  
**Course Code:** NTC3712100      **Length:** 6 hours  
**Type:** Web Based      **Exam Fee:** \$39  
 Required for Advanced Technical Support

**Title:** IPVSR Installation and Configuration  
**Course Code:** NTC7312500      **Length:** 4 Hours  
**Type:** Web Based      **Exam Fee:** \$0  
 Non-Certification Course

# Univerge SV9500 Certification Flow Chart

## Required Foundation Courses:

### Online Foundation Class

Title/Course Code: **IP Prerequisite with Exam** – NTC1002005



### UNIVERGE SV9500 Installation and Configuration Appliance Model

Course Code: NTC3422100  
 Length: 8-12 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Technical Support

**OR**

### Live Foundation Class (must be completed prior to attending class)

Title/Course Code: **IP Prerequisite with Exam** – NTC1002005  
 Title/Course Code: – **UNIVERGE SV9500 Line Equipment Numbering** – NTC3426000  
 Title/Course Code: **UNIVERGE SV9500 Binary to Hex Conversion** – NTC3426001



### UNIVERGE SV9500 Installation and Configuration

Course Code: NTC3420100  
 Length: 10 Days  
 Type: Live Instructor Led Classroom Training  
 Class Fee: \$3000  
 Required for Technical Support

## SV9500 Advanced Courses

### UNIVERGE SV9500 Prepackaged Server Configuration Certification Course

Course Code: NTC3422710  
 Length: 4-6 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Technical Support

### UNIVERGE SV9500 Prepackaged Server Configuration - UM8700/JUCE Server

Course Code: NTC3422720 00  
 Length: 4-6 Hours  
 Type: Web Based  
 Exam Fee: \$0  
 (Non Certification)

### License Manager Client R4.0 Installation

Course Code: NTC7572100  
 Length: 2 Hours  
 Type: Web Based  
 Exam Fee: \$0  
 Required for Technical Support

### UNIVERGE SV9500 UMGi Installation & Config.

Course Code: NTC3422240  
 Length: 8 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### UNIVERGE SV9500 Advanced Hospitality

Course Code: NTC3422220  
 Length: 4 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### SV9500 Advanced Networking TDM CCIS & P2P CCIS

Course Code: NTC3422300  
 Length: 2-3 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### UNIVERGE SV9500 Networking: Peer to Peer Fusion

Course Code: NTC3422431  
 Length: 2-3 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### UNIVERGE SV9500 IP DECT 6.6 Installation 2018

Certification Course Code: NTC3422402  
 Length: 6-8 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### UNIVERGE SV9500 Media Gateway - Session

Initiation Protocol (MG-SIP) 2018 Certification Course  
 Course Code: NTC3422200  
 Length: 4-6 Hours  
 Type: Web Based  
 Exam Fee: \$39  
 Required for Advanced Technical Support

### UNIVERGE SV9500 IP Gateway (IPG)

Course Code: NTC3422410  
 Length: 2 Hours  
 Type: Web Based  
 Exam Fee: \$0  
 (Non Certification)

### UNIVERGE SV9500 SIP Signaling Gateway (SSG)

Course Code: NTC3422420  
 Length: 3 Hours  
 Type: Web Based  
 Exam Fee: \$0  
 (Non-Certification)

### IPVSR Installation and Configuration

Course Code: NTC7312500  
 Length: 4 Hours  
 Type: Web Based  
 Exam Fee: \$0  
 Non-Certification Course

# UNIVERGE 3C

**Univerge 3C Installation and Configuration Certification Course R8.5**  
Course Code: NTC4812110  
Exam Fee: \$39  
Course Type: Web Based  
Course Length: 12-16 Hours  
Required for Technical Support

OR

**Univerge 3C Installation and Configuration**  
Course Code: NTC4810100  
Exam Fee: \$799  
Course Type: Live  
Course Length: 5 Days  
Required for Technical Support

## U3C Advanced Misc. Courses

<b>Univerge 3C Collaboration Integration and Administration</b> Course Code: NTC4822500 Exam Fee: \$39 Course Type: Web Based Course Length: 6 Hours Required for Technical Support	<b>NEC Meeting Center (NMC) - XMP 2017</b> Course Code: NTC4824101 Exam Fee: \$39 Course Type: Web Based Course Length: 12-16 Hours Required for Technical Support	<b>TITLE: UNIVERGE 3C IP DECT 6.6 Installation 2018 Certification</b> Course Code: NTC4824200 Exam Fee: \$39 Length: 6-8 Hours Type: Web Based Required for Advanced Technical Support
--	---	---

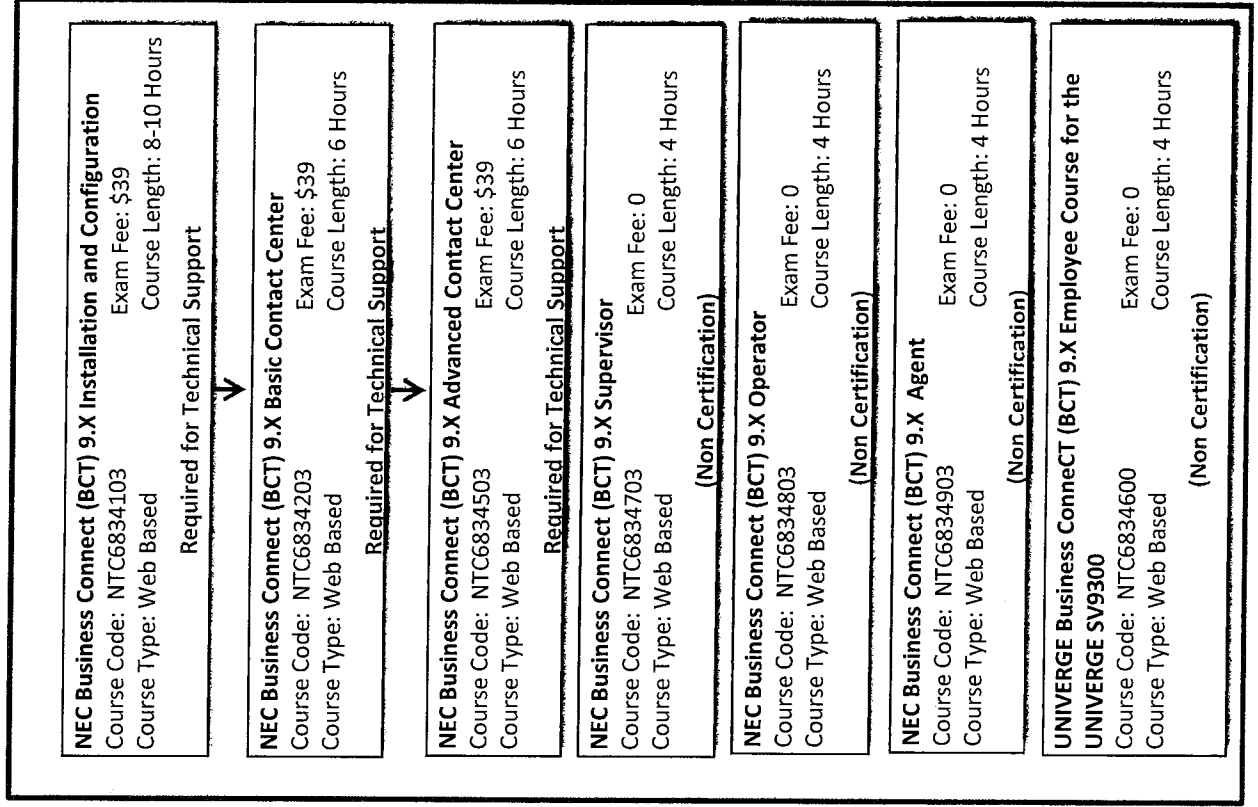
### Suggested Prerequisites for live or online courses:

Microsoft Windows Server and Active Directory Domain Services proficiency  
Following Microsoft Certifications or Equivalent:  
Microsoft Technology Associate (MTA)  
Microsoft Certified Solution Associate (MCSA)  
Microsoft Certified Solutions Expert (MCSE)  
See <http://www.microsoft.com/learning/>

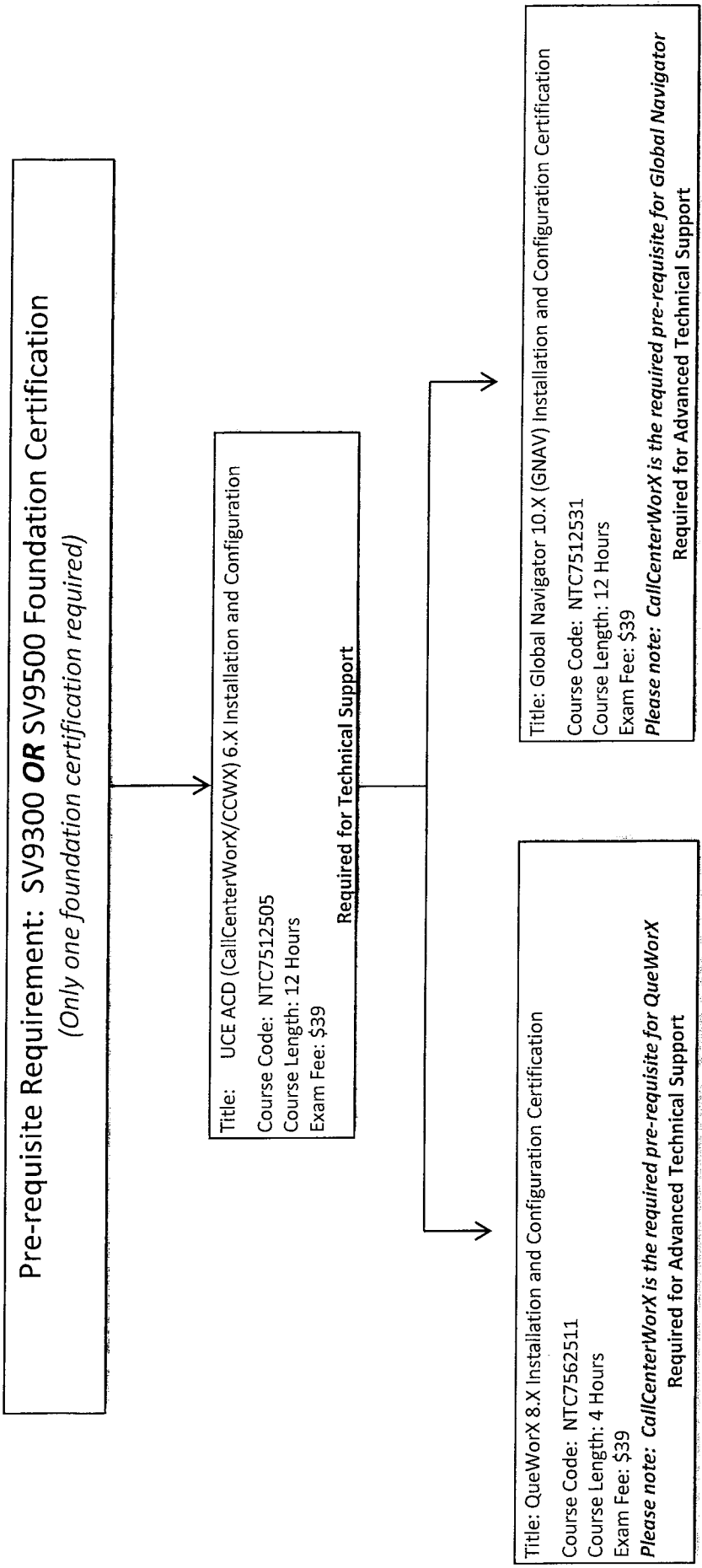


# NEC Business Connect (BCT)

Pre-requisite Requirement: UNIVERGE SV9300 or UNIVERGE 3C Certification



# NEC CallCenter Application Certification Flow Chart



# UCE Application Certification Flow Chart

Pre-requisite Requirement: UNIVERGE 3C **OR** SV9300 **OR** SV9500 Foundation Certification  
(Only one foundation certification required)

**UCE Platform Training**  
(OWX5000 / UC700 / UA5200)

**Web Based Training:**

- \* **UCE Platform (OW5000) 2016 Installation & Configuration Certification Course NTC7532501**  
Exam Fee: \$39  
Course Length: 6 to 8 hours
- \* **UCE Attendant 2016 (UNIVERGE UA5200) Installation & Configuration Certification Course - NTC7532521**  
Exam Fee: \$39  
Course Length: 6 hours
- \* **UCE Desktop (UC700) 2016 Installation and Configuration Certification Course NTC7532511**  
Exam Fee: \$39  
Course Length: 6 hours
- \* **UCE Mobility (MC550) 2016 Installation and Configuration Certification Course NTC5632501**  
Exam Fee: \$39  
Course Length: 4 to 5 hours
- UCE Agent View – NTC7535300 (non-certification)**  
Exam Fee: \$0  
Course Length: 2 hours

\*UNIVERGE SV9100 Foundation Pre-requisite qualifies for UCE Mobility as well.

Unless indicated, these courses are required to receive technical support.

# VoiceMail Certification Flow Chart

Pre-requisite Requirement: UNIVERGE 3C OR SV9100 OR SV9300 OR SV9500 Certification  
(Technician must possess the correct VM foundation product certification for technical support)

**VoiceMail Product Training**

- \*UNIVERGE UM4730 R11.8 Administration Certification Course (OLT)  
Course Code: NTC7734111  
Exam Fee: \$39  
Course Length: 8 hours
- \* UNIVERGE UM4730 R11.8 Core Technologies Certification Course (OLT)  
Course Code: NTC7734121  
Exam Fee: \$39  
Course Length: 8 hours
- \*UM8000 Installation (OLT)  
Course Code: NTC3712100  
Exam Fee: \$39  
Course Length: 6 hours
- \*SV8100 VM8000 InMail (OLT)  
Course Code: NTC7742105  
Exam Fee: \$39  
Course Length: 4 Hours

\*Required for Technical Support

- UM8500 & AD64 to UM8700 Migration (Non Certification)  
Course Code: NTC7774190  
Exam Fee: \$0  
Course Length: 3 Hours

**UM8700 VoiceMail Product Training**

- \*UNIVERGE UM8700 R9.X Administration Certification Course  
Course Code: NTC7774104  
Exam Fee: \$39 Course Length: 8 Hours
- \*UM8700 UM8700 R9.X Core Technical Certification Course  
Course Code: NTC7774233  
Exam Fee: \$39 Course Length: 24 Hours
- \*UNIVERGE UM8700 R9.X Web Applications Certification Course  
Course Code: NTC7774222  
Exam Fee: \$39 Course Length: 8 Hours
- \*UNIVERGE UM8700 R9.X Availability Certification Course  
Course Code: NTC7774212  
Exam Fee: \$39 Course Length: 8 hours
- \*UNIVERGE UM8700 R9.X Unified Messaging Certification Course  
Course Code: NTC7774123  
Exam Fee: \$39 Course Length: 16 Hours
- \*UM8700 Digital Networking  
Course Code: NTC7774110  
Exam Fee: \$39 Course Length: 8 Hours
- \* Integrating XMediusFAX with UNIVERGE UM8700 9.X Accreditation Course  
Course Code: NTC7774270  
Exam Fee: \$39 Course Length: 3 hours

\*Required for Technical Support

- UM8700 R9.X TeamQ  
Course Code: NTC7774242  
Exam Fee: \$0 Course Length: 1 hour
- Understanding Call Routing in UNIVERGE UM8700 8.6  
Course Code: NTC7774250  
Exam Fee: \$0 Course Length: 3 Hours

**UM8700 VoiceMail Product Training**

- UM8700 R9.X NotifyXpress  
Course Code: NTC7774161  
Exam Fee: \$0 Course Length: 1 Hour
- Fast Track to UNIVERGE UM8700 v9.X  
Course Code: NTC7774260  
Exam Fee: \$0 Course Length: 3 hours
- UM8700 UCConnect  
Course Code: NTC7774180  
Exam Fee: \$0 Course Length: 1 Hours

# WLAN Certification Flow Chart

Pre-requisite Requirement: UNIVERGE 3C OR SV9100 OR SV9300 OR SV9500 Foundation

Certification

(Only one foundation certification required)

## Wireless LAN Technology Training

### IP Ready Check Online Training

Course Code: NTC1006140

Exam Fee: \$0

Course Length: 4 hours

### \*Wireless LAN MH240 Online Training

Course Code: NTC5622800

Exam Fee: \$39

Course Length: 4 to 5 hours

### Varaha uMobility: Fixed Mobile Convergence

Course Code: NTC5632800

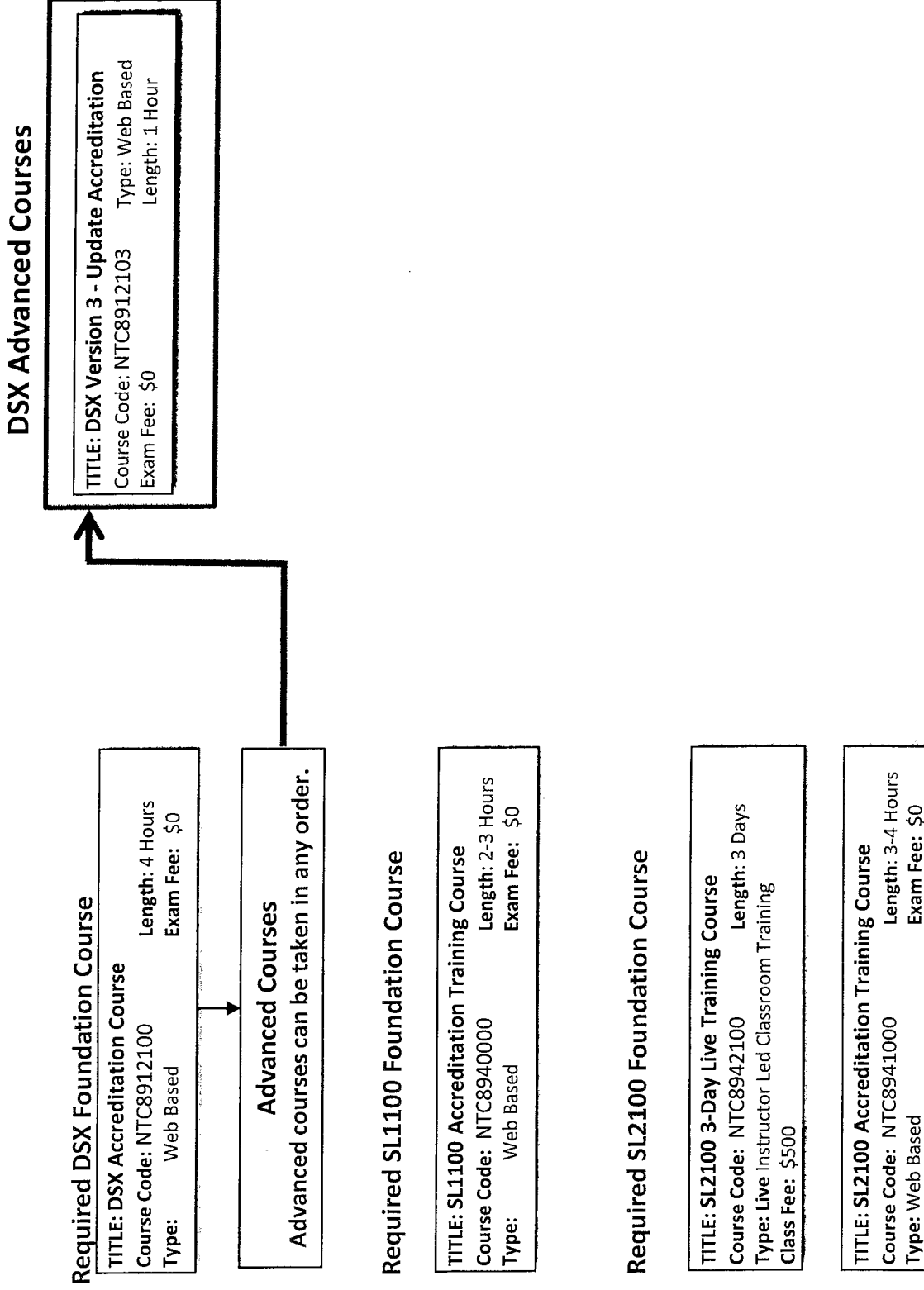
Exam Fee: \$0

Course Length: 4 to 5 hours

\*Required for Technical Support

*IP Ready Check and Varaha Mobility are applicable to UNIVERGE 3C, MH240 is not.*

# DSX, SL1100 and SL2100 Accreditation Flow Charts



# Security & Information Solutions Flow Chart

**TITLE: NeoFace Watch Technical Training\***  
**Course Code: NTC9009901**      **Length: 4 Hours**  
**Type: Live**      **Exam Fee: \$1700**  
**\*Required for Technical Support**

**TITLE: Front Desk Assistant (FDA) Server Installation Certification Course\***  
**Course Code: NTC9009920**      **Length: 4 Hours**  
**Type: Web Based**      **Exam Fee: \$39**  
**\*Required for Technical Support**





EXHIBIT E

NEC Response to Technical and Financial Clarifications



## Clarifications and Exceptions

RFP Section	Description	Clarification / Exception
SOW 2.9	HIPPA Compliance	<p>In the course of providing professional communication system services to Covered Entities, NEC Corporation of America (NEC) is not in the business of creating, maintaining, receiving, storing or transmitting Protected Health Information (PHI). The services offered by NEC do not require access on a routine basis to PHI, and exposure to electronic PHI is purely on a random or occasional basis incidental to ensure that the electronic transmission conduit used by the Covered Entities' network is operating properly and is properly maintained. As a result, NEC is not a Business Associate under HIPAA, but nonetheless, will abide by reasonable safety and security measures designed to protect any PHI that may come into its possession.</p> <p>Please see the included HIPPA Incidental Disclosure for details.</p>
SOW 3.4	Team Qualifications	<p>Upon award, key individuals identified will be assigned to the listed work and will not be substituted with other personnel or reassigned to another project without the County's prior approval. Should a resource become no longer available for reasons out of NEC's control, a replacement resource will be assigned with the required skillsets for the listed work.</p>
Appendix E – Section B.3	Notice of Cancellation	<p>Modified language to state: "Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY, <u>as permitted under the policy.</u>"</p>
Appendix E – Section B. 5	Deductibles and Self-Insured Retention	<p>NEC cannot agree to this clause. NEC obtains global insurance relationships to cover the parent company and the subsidiary companies, and these negotiated provisions and coverage limitations cannot be negotiated on a customer by customer basis.</p>
Appendix E	<p>"Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within (30) days of receipt."</p>	<p>NEC cannot agree to this clause. NEC obtains global insurance relationships to cover the parent company and the subsidiary companies, and these negotiated provisions and coverage limitations cannot be negotiated on a customer by customer basis.</p>