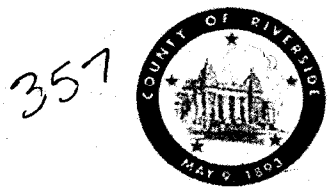


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



357

FROM: Riverside County Information Technology

SUBMITTAL DATE:
January 16, 2013

SUBJECT: Approve and Execute the Agreement with Nexus IS, Inc. for a CISCO solution to implement a voice, video, wireless and data Converged Network

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and execute the attached agreement for equipment and services with Nexus IS, Inc. in the amount of \$15,000,000;
2. Authorize the Purchasing Agent to sign any amendments, as approved by County Counsel, that do not make any substantive changes to the agreement or which are pursuant to Ordinance No 459; and,
3. Approve the converged network project budget of \$16 million.

BACKGROUND (Continued on Page 2)

[Signature]
Kewin K Crawford
Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	13/14: \$16M	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13, 13/14
SOURCE OF FUNDS: RCIT Operating Budget			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *[Signature]*
Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Stone, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 29, 2013
xc: RCIT, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *[Signature]*
Deputy

Prev. Agn. Ref.: 3.47 12/18/12 | **District:** All | **Agenda Number:**

PURCHASING & FLEET SERVICES: *[Signature]* Robert Howarth, Director
 FORM APPROVED COUNTY COUNSEL: *[Signature]* DATE: 1/16/13
 BY: NEAL R. KIPNIS
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

Form 11: Approve and Execute the Agreement with Nexus for a CISCO solution to implement a voice, video, wireless and data Converged Network

Date: January 16, 2013

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BACKGROUND: (Continued)

Executive Summary

On December 18, 2012 (M.O. 3.47) the Board of Supervisors approved a Cisco standard for a Converged Network to include voice, video, wireless and data and directed RCIT to return for approval and execution of the award for the equipment purchase and installation. The Board also approved the financing for the project through a Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp over 7 years at zero percent financing. A total of \$16 million was financed and the first payment will be in July 2013. The project cost is expected not to exceed \$15 million; however, a \$1 million contingency was established to address unknown network and infrastructure issues that may be discovered during the assessment period.

The attached agreement provides for replacement of all current county phones, auto attendants, Interactive Voice Response Systems (IVR), call centers, voicemail and includes the implementation of a wireless network deployed to county locations of five or more employees. The agreement also provides for enterprise licensing in support of the new phones and software and hardware for five years.

Implementation of a Converged Network will avoid the need of a major software and hardware upgrade to extend the useful life of our current PBX phone system and provide for new communication features that will provide the county with new ways to communicate more efficiently, reducing travel and overhead costs

Project Overview

The planned converged network project has been communicated at county department/agency head meetings, to the Technology Standards and Oversight Committee (TSOC), the Technical Advisory for Business Systems (TABS) committee, and the Information Technology Officer Committee (ITOC). RCIT will develop a communication plan to keep county staff up-to-date on the progress of the project and the scheduling of implementation at their specific sites. User training will be conducted at various sites throughout the county and on-line training materials will be made available through RCIT's website. RCIT will also create Telephone Demo Rooms at several locations within the County for staff to see and use the products to help in their selections of options available within the system.

RCIT has already begun preliminary conversations with departments to ensure a smooth conversion. RCIT will provide each department a menu of available telephone models that provide current telephone capabilities that staff is accustomed to as well as additional system features. RCIT will work diligently with each department to ensure the new system meets and exceeds the business requirements of the department.

Form 11: Approve and Execute the Agreement with Nexus for a CISCO solution to implement a voice, video, wireless and data Converged Network

Date: January 16, 2013

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As this is a very aggressive project to implement a converged network in 12-months, county departments will be required to actively participate and meet requested timelines for requests for network and infrastructure information. Once contacted for phone deployment, departments will be required to respond within 2 weeks with their telephone selections. If a response is not received within that timeline, the standard phone will be deployed. Any changes thereafter or enhancements requested by the department will be charged back to them. The phone selection list will be published by no later than February so that departments may immediately start reviewing the standard and higher-end phone capabilities as well as associated costs for the non-standard phones.

RCIT management and staff are committed to the successful implementation of a converged network. The support and participation of all county departments is critical to the successful completion of this project. Any delays or departmental inability to dedicate time for the implementation will hinder the project. We are asking for Board, EO and departmental support for the successful implementation of this project.

Project Implementation

Upon Board approval the Nexus and RCIT project team will immediately begin a 30-day assessment/discovery to further identify required equipment. As there are numerous sites and various environments to consider, the equipment list and services will be further refined as each site is scheduled for implementation; refinement will continue throughout the process as each site is brought up on the new system. Equipment and services cost for the project implementation however may not exceed \$15M, without a County approved change order.

In preparation of the phone deployment each county department will be contacted requesting their phone selection for installation. There will be multiple standard models to choose from at pre-negotiated prices. Department will be provided with a selection of additional phones that offer additional features and functionality such as video. If the department requests something other than the standard phones, the cost differential will be the responsibility of the department. Nexus will bill the departmental directly for the cost differential.

Nexus has committed to a 12-month installation schedule based on full cooperation from RCIT and county departments. The tentative deployment schedule is as follows:

Phase	Timeframe	Activities
1	February	Assessment/Discovery
2	March – April 2013	Design, Equipment Purchase and Receipt, Pilot system within RCIT
3	May – July 2013	Training/Installation in Eastern Riverside Locations
4	Aug – Oct 2013	Training/Installation in Western Riverside Locations
5	Nov – Jan 2014	Training/Installation in Southwest/Midcounty Riverside Locations

Note: Modifications to the schedule may occur as a result of specific departmental needs and implementation at new facilities.

Form 11: Approve and Execute the Agreement with Nexus for a CISCO solution to implement a voice, video, wireless and data Converged Network

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Return on Investment Estimate

ITEM	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	FY 19-20	Total
CURRENT COSTS	\$ 8.5 M	\$ 9.0 M	\$ 9.6 M	\$10.2 M	\$10.9 M	\$11.6 M	\$10.9 M	\$70.5 M
CONVERGED COSTS	\$7.6 M	\$ 7.3 M	\$ 8.5 M	\$ 8.4 M	\$ 8.4 M	\$ 8.5 M	\$ 7.9 M	\$56.6 M
TOTAL	\$0.9 M	\$1.7 M	\$0.9 M	\$ 1.8 M	\$ 2.5 M	\$ 3.1 M	\$ 3.0 M	\$14.0 M

RCIT is requesting authorization as the lead department for all Converged Network purchases, including hardware, software, professional services and on-going maintenance and transfer costs of SmartNet (software and hardware support) from departmental budgets to better garner the best rates and ensure no duplicative spending. RCIT estimates that there is approximately \$500,000 in annual expenses for SmartNet (ongoing maintenance on Cisco equipment) within departmental budgets. An estimate of possible savings of these expenses is about 20%. But as they are highly speculative, we did not include those savings in the ROI numbers above.

PRICE REASONABLENESS

Purchasing on behalf of RCIT released a Request for Quotation (RFQ) # ITARC-164 to the current County Cisco awarded vendors. Purchasing received three bids from Nexus, Sigmanet, and Enpointe. Through the evaluation process, RCIT and Purchasing determined that Nexus is the lowest responsive/responsible vendor providing the deepest discounts on Enterprise Licenses (70% discount) and on the IP Phones (58 %) and implementation costs.

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement and its applicable attachments ("Agreement") between **Nexus IS, Inc.**, a Delaware corporation, with offices at 25819 Jefferson Avenue, Suite 110, Murrietta CA 92562 ("Nexus IS"), and **County of Riverside**, with offices at 4080 Lemon Street, Riverside, CA 92501 ("County"), establishes the terms and conditions governing the purchase and/or lease of Products and Services. This Agreement is effective on January 29, 2013 ("Effective Date").

1. General.

1.1 The Agreement. This Agreement governs the purchase and/or lease of Products and Services from Nexus IS. Services include the services to be performed by Nexus IS or its agents. The term "Order", as specified in this Agreement, includes, but is not limited to Riverside County RFQ #ITARC-164, any future proposal, RFP submission, RFQ submission, Purchase Order Issued by the County, change order, or a Statement of Work, Customer Work Order, or Bill of Materials Schedule, all which are incorporated by this reference, into the Agreement.

1.2 Additional Terms and Conditions. Any additional or different terms and conditions contained in any Customer purchase order, Bill of Materials, Statement of Work (SOW), will not apply to any Order without a mutual consensus between both parties or acceptance of such additional and/or different terms and conditions.

1.3 Conflicts Provision. If a conflict exists between documents referenced in this Agreement, the following documents prevail in priority order,

- a. The Master Purchase Agreement, and
- b. Mutually agreed upon Attachments or amendments to this Master Purchase Agreement.

2. Payment and other Financial Terms.

a. Upon the terms and conditions herein set forth, NEXUS IS hereby agrees to sell, and upon satisfaction of the conditions set forth in the Agreement, the County hereby agrees to purchase upon the related acceptance the Converged Network System and Equipment (CNSE). The fixed purchase price for the CNSE includes the equipment, software, and installation for and related to the initial configuration, as well as including the cost to the County of all documentation, configuration engineering, support services, professional services, and the other services as one fixed price of \$15 million, payable in monthly installments.

Unless otherwise agreed to, County will pay invoices in full in U.S currency net 30 upon receipt. County agrees to monthly progress payments for services rendered and verified each month as well as hardware delivered to either a Nexus or County staging facility and accepted by the County. Monthly invoice will itemize all materials and labor for the implementation. Nexus will submit monthly up to the amount of \$13.5 million upon which the County will retain funds as stated in Attachment A.

- b. County may, assign its rights to purchase under Agreement to a Lessor, (i.e. any third party lease financing organization) that County elects to assign its rights to purchase under this Agreement, on terms, and with documentation, . .
- c. Prices are exclusive of any applicable taxes unless otherwise indicated and County shall be responsible to pay when due all applicable taxes associated with the purchase and/or license of Products and/or Services exclusive of taxes based on Nexus IS' net income. Project not to exceed \$15,000,000.00.
- d. County assumes risk of damage or loss to any Product from date such Product is fully functional and accepted by the County to location specified by County. Title to the Product will not pass to County and County agrees that the Product is, and shall remain, personal property, not a fixture, whatever its mode of attachment to County's premises until all amounts due under this Agreement, including change orders, are paid in full for such particular Product.

MASTER PURCHASE AGREEMENT

- e. In the event the NEXUS IS receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, NEXUS IS shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the NEXUS IS.

3. Termination.

a. The County may terminate this Agreement in full and without any financial obligation to Nexus, or any Nexus subcontractor or supplier, under this Agreement or otherwise at the end of the 30-day assessment period described in the Statement of Work. This decision may be made in the County's sole discretion based upon the County's own interpretation of the results of the 30-day assessment period. If a significant discrepancy is identified between RFQ assumptions and the results of the 30-day assessment period, then all project work will immediately cease and Nexus and the County will diligently work in good faith to reach an acceptable resolution as to how to proceed without termination of this Agreement.

b. If either party breaches a material provision of this Agreement and fails to correct the breach within 30 days after receiving notice of the breach from the other party, then the other party may terminate this Agreement. The parties may extend this time period by written mutual agreement.

c. County's obligation for payment under this Agreement beyond the current fiscal year end is contingent upon the availability of County funds from which payment can be made. In the event that such funds are not forthcoming for any reason, County shall immediately notify Nexus in writing and this Agreement shall be deemed terminated. In such event County, shall be remain obligated to pay Nexus for all work done or materials provided up to such notice.

d. The rights and remedies provided in this section shall not be exclusive and are in addition to any other rights and remedies provided to either party by law or this Agreement.

4. **Term and Renewal.** The term of this Agreement shall commence on the Effective Date, as defined above and continue unless terminated as outlined herein. Project will be completed within one year as stated in the Statement of Work (SoW) attachment. Agreement and any Order may only be renewed or amended by written consent of both parties.

5. Limited Warranty and Limitations on Liability.

a. To the extent County purchases any Products hereunder, the warranty for such Products shall pass through from the manufacturer to the COUNTY upon implementation and acceptance of Product however, and shall not be less than 90-days. Thereafter support will transfer to Cisco via the SmartNet support provided within the Statement of Work.

b. To the extent County purchases any Services hereunder, Nexus IS warrants and represents that competent, qualified Personnel shall perform such Services in a professional manner consistent with industry standards and such Services shall meet all specifications and requirements of the Agreement.

6. **Limitation of Liability.** NEXUS IS SHALL HAVE NO LIABILITY FOR LOSS, DAMAGES OR EXPENSE, INDIRECTLY ARISING FROM COUNTY'S INABILITY TO USE OR USE OF PRODUCTS AND/OR SERVICES, OR THIRD PARTY'S UNAUTHORIZED USE OF PRODUCTS AND/OR SERVICES, OR, WITH RESPECT TO NEXUS IS OBLIGATIONS HEREUNDER, FOR, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES EVEN IF NEXUS IS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, OR EXPENSE, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND OTHER EQUIPMENT FAILURE OR MALFUNCTION OR COMMERCIAL LOSS. COUNTY AGREES NEXUS IS LIABILITIES, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR WARRANTY, WILL NOT EXCEED THE TOTAL AMOUNT PAID OR TO BE PAID TO NEXUS IS BY COUNTY UNDER THIS AGREEMENT, WHICHEVER IS LARGER.

MASTER PURCHASE AGREEMENT

7. Indemnification.

Nexus IS shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Nexus IS, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Nexus IS, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. Nexus IS shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Nexus IS, Nexus IS shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Nexus IS indemnification to Indemnitees as set forth herein. Nexus IS obligation hereunder shall be satisfied when Nexus IS has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Nexus IS obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

8. **Disputes.** Any and all Disputes (as defined herein) between or involving both parties shall be submitted to mediation by an independent mediator. The mediation shall be conducted in Riverside or San Bernardino County. As used herein the term "Disputes" means any and all disputes, controversies, claims or causes of action of every kind, whether arising from any alleged breach of contract or warranty, tort, violation of law, right to equitable relief or other legal or equitable theory, in any way, directly or indirectly, arising out of or relating to this Agreement.

9. **Intellectual Property.** County acknowledges and agrees that the Products and/or Services contain, embody and are based on, patented or patentable inventions, trade secrets, copyrights and other intellectual property rights (collectively, "Intellectual Property Rights") owned or controlled by Nexus IS or the manufacturer, and that Nexus IS or the manufacturer, respectively shall continue to be the sole owner of all Intellectual Property Rights in respect of the Products.

10. Insurance.

a. Without limiting or diminishing Nexus IS obligation to indemnify or hold the COUNTY harmless, NEXUS IS shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

b. Workers' Compensation:

If Nexus IS has employees as defined by the State of California, Nexus IS shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

c. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Nexus IS performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

MASTER PURCHASE AGREEMENT

d. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then NEXUS IS shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

e. Professional Liability. Nexus IS shall maintain Professional Liability Insurance providing coverage for Nexus IS performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Nexus IS Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and NEXUS IS shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that NEXUS IS has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

f. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) Nexus IS must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, NEXUS IS carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) Nexus IS shall cause Nexus IS insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. NEXUS IS shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the parties hereto that Nexus IS insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by Nexus IS has become inadequate.

MASTER PURCHASE AGREEMENT

- 6) Nexus IS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) NEXUS IS agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

11. Other Provisions.

- a. **Entire Agreement.** This Agreement, including all documents referenced herein, attachments, or exhibits constitutes the entire agreement and understanding between the parties relating to its subject matter, and supersedes all prior or contemporaneous negotiations or agreements, whether written or oral, relating to its subject matter. This Agreement may not be modified, changed or amended except by a written amendment signed by an authorized representative of each party Unless otherwise authorized by the Board, the Board of Supervisors and the COUNTY Purchasing Agent and/or his designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement Nothing in this section shall excuse Nexus IS from proceeding with performance of the Agreement even if there has been a change.
- b. **Waiver.** No action taken by either party shall be deemed to constitute a waiver of compliance with any term or condition contained in this Agreement unless such waiver is in writing and signed by a authorized representative of the waiving party. The waiver by a party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach.
- c. **Notice.** Notices required under this Agreement shall be sufficient if contained in writing and delivered by hand, express or overnight mail, or by registered or certified mail, postage prepaid, return receipt requested, addressed to the parties as specified below. All notices or communication shall be deemed given when received by the intended recipient.
- d. **Severability.** If any provision of this Agreement is for any reason held to be unenforceable, all other provisions of this Agreement will remain in full force and effect, and the unenforceable provision shall be replaced by a mutually acceptable enforceable provision consistent with the parties' original intent.
- e. **Applicable Law.** This Agreement will have been made, executed and delivered in the State of California and will be governed and construed for all purposes in accordance with the laws of the State of California without giving effect to conflict of laws provisions. The parties agree that the exclusive jurisdiction for all actions or claims which may arise under, in relation to, or as a result of this agreement, or its termination, shall be in the state and/or federal courts located in Riverside, California.
- f. **Survival of Obligations.** The provisions of paragraphs 2, 4, 5, 6, 8, and 8 (a), (d), (e), and (m) shall survive the termination of this Agreement.
- g. **Relationship of Parties.** Each party undertakes performing its obligations pursuant to this Agreement as an independent contractor. Nothing contained herein or done pursuant to this Agreement shall make any party or its agents or employees the legal representative, agent, or employee of any other party for any purpose whatsoever.
- h. **Unforeseen Circumstances.** Nexus IS shall not be responsible for any failure to perform or delay in performing any of its obligations hereunder where and to the extent that such failure or delay results from causes outside the reasonable control or expectation of Nexus IS, environmental conditions, third party providers or other contractors, labor disputes, perils or other hazards.
- i. **Hazards.** The presence of Hazards, such as asbestos, other hazardous materials or unsafe conditions as may be defined by OSHA, the EPA or other governmental entities, on the COUNTY'S premises shall be deemed an unsuitable environment and Nexus IS shall be entitled to cease performance under this Agreement until such Hazards have been

MASTER PURCHASE AGREEMENT

removed or cured to Nexus IS' satisfaction. Furthermore, COUNTY will indemnify and hold harmless Nexus IS or its subcontractors or agents for and from any and all damages, claims, or injury caused by, or resulting from measures taken to deal with, such Hazards.

- j. Both parties agree that any claim arising out of this Agreement or the termination of this Agreement shall be brought within two (2) years of such claim or such claim shall be deemed waived.
12. The following documents are attached to and incorporated into this Agreement: Statement of Work attachment; Attachment A (Project Cost); project RFQ (#ITARC-164 - not attached but still incorporated); and RFQ Response from Nexus IS (not attached but still incorporated).

MASTER PURCHASE AGREEMENT

BY SIGNING BELOW, BOTH PARTIES ACKNOWLEDGE THEY HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT.

By: County of Riverside
John J. Benoit
Name: John J. Benoit
Title: Chairman Board of Supervisors
Date: JAN 29 2013

By: Nexus IS.
Thomas Lyon
Name: Thomas Lyon
Title: SVP. Managed Service
Date: 1-18-13

Notices relating to a dispute must be sent to:

Purchasing Fleet Services
2980 Washington Street
Riverside, CA 92504

NEXUS IS INC.
25819 Jefferson Ave. Suite 110
Murrieta, CA 92562

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 1/16/13
NEAL R. KIPNIS

ATTEST:

KECIA HARPER-IHEM, Clerk

By: Kecia Harper-Ihem
DEPUTY

Attachment A Project Cost

Equipment *	\$ 9,872,500
Enterprise License Agreement	\$ 2,077,500
Cabling	\$ 750,000
Implementation	\$ 2,300,000
TOTAL	\$15,000,000

*See the Bill of Materials within the Statement of Work (Section 1.2 Solutions Components). The list will be further refined after the 30-day assessment period and during project implementation if additional equipment and/or a change of equipment is required. Change to equipment will be documented by Nexus IS and County and approved by the Purchasing Agent via the amendment process under the Purchasing Agent's authority. Implementation services may also be modified within the project scope and cost.

Applicable Nexus IS discounts provided to the County:

Bundles – Analog	60%
IP Phones (6921,6945, 7962 models only)	58%
Router Accessories	60%
Routers	60%
24 Port Analog	60%
Bundles – Call Center	60%
Network Management Software	60%
Network Switches	60%
Wireless	60%
Voice Enterprise License Agreement	70%
Other required Cisco Equipment	60%

*Discounts above are related to the equipment listed in the RFQ

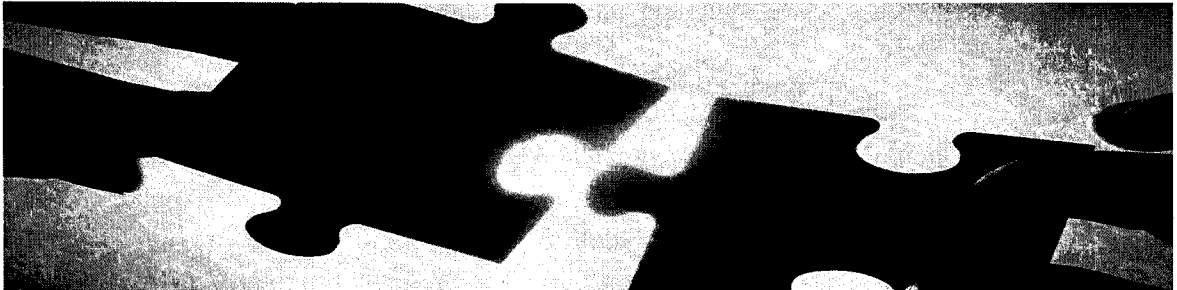
During the 30-day assessment period the pilot consisting of the four RCIT sites and a portion of Eastern County will be used as the sample base for the design and implementation for the balance of the project. If it is identified that a significant discrepancy exists between RFQ assumptions and the results of the 30-day assessment period, all work will cease until Nexus and County come to an agreement on the resolution. If the County elects to cease all project activities as a result of the assessment outcome services provided by Nexus during the 30-day assessment period will not be compensated by the County.

Unless otherwise stated in the Agreement, the amounts stated in this Attachment shall be full payment to Nexus IS for all services, materials, equipment, expenses or related costs for full performance pursuant to the Agreement. Any claim by Nexus IS for additional payment related to this Agreement shall be made in writing by Nexus IS within 30 days of when Nexus IS has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to Nexus IS.

Nexus will submit monthly invoices to the County for reimbursement of equipment purchases and services for the \$15 million project. Monthly invoice will itemize all materials and labor for the project. Nexus will submit monthly invoices up to the amount of \$13.5 million. The County will retain 10% (\$1.5 million) of the project cost until final project acceptance by the County.

Statement of Work

Developing advanced technology solutions for your business



PREPARED FOR:

County of Riverside

Integrated

Converged

Network

Version

1.00

1/3/2013

**www.nexusis.com | 800-536-2400 |
info@nexusis.com**

RCIT CONTACT INFORMATION

Name	Title	E-mail Address	Phone
Veva Harguindeguy	IT Principle Manager / Technical Lead	Veva.Harguindeguy@RivCoIT.org	951-486-7710
John Pantoja	IT Senior Manager	John.Pantoja@RivCoIT.org	951-486-7704
Dennis Wahl	Engineering Supervisor	Dennis.Wahl@RivCoIT.org	951-486-7726
Patrick Elliano	Engineering Supervisor	Patrick.Elliano@RivCoIT.org	951-486-7796
Raymond Tam	Project Manager	NaiRaymond.Tam@RivCoIT.org	951-486-7822
Teresa Summers	Deputy Director	Teresa.Summers@RivCoIT.org	951-486-7807
Kevin Crawford	CIO	Kevin.Crawford@RivCoIT.org	951-955-3701

NEXUS CONTACT INFORMATION

Name	Title	E-mail Address	Phone
Ron Blanchard	Solutions Architect	ronald.blanchard@nexusis.com	(858) 427-2502
PM Name	PM Title	PM Email	PM Phone
Cyndi Quintero	Account Manager	cyndi.quintero@nexusis.com	(949) 265-6195
Jesse Zepeda	Systems Engineer	Jesse.zepeda@nexusis.com	(949) 265-6114
Matthew Simmons	Director Presales Engineering	Matthew.simmons@nexusis.com	(858) 427-2689
Steven Madick	VP of Engineering	steven.madick@nexusis.com	(661) 775-2812
Dale Hardy	VP of Professional Services	dale.hardy@nexusis.com	(858) 427-2610
Mike Heiman	Sr VP of Engineering	mike.heiman@nexusis.com	(661) 775-2409
Waheed Choudhry	President/COO	waheed.choudhry@nexusis.com	(925) 226-3308

Document Control

Author: Ron Blanchard, Solutions Architect,

Change Authority: Nexus Professional Services

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1 Solution Overview

Nexus has made every effort to detail any assumptions, outstanding caveats, and other considerations within this document, based on our current understanding of County of Riverside's requirements and the existing environment. This section should be carefully reviewed by all parties to ensure accuracy and completeness of the information provided.

Nexus shall fully complete all requirements of the Master Purchase Agreement ("Agreement") no later than one year from the Effective Date of January 29, 2013.

1.1 County of Riverside's Requirements

Based on the RFQ released by the County of Riverside, Nexus understands the following about the County of Riverside.

The goal of the County of Riverside is to reduce operational support costs as well as facilities costs by implementing a green solution to consolidate network and voice technologies. The result of this consolidation will also provide the county employees with improved access to county resources and improved methods of communication to enhance the effectiveness of all employees.

Unified Communications

Riverside County will be replacing the current Aastra PBX phone, Norstar key system and Centrex/Centranet lines with a Cisco IP communications solution to replace all county phones, analog lines, voicemail, auto attendants, IVR, call centers and DECT phones. The total number of phones is approximately 21,532.

The voice system will exist in a two core system to provide geographic redundancy for critical voice applications. The county plans to offer end user features such as instant messaging and presence, desktop video and mobile device support.

Wireless

Riverside County will be deploying industry standard wireless networking to give employees access to the business applications and communications tools they need while mobile. VoIP capability to the wireless network will also add value to the solution. Wireless will be deployed to all county locations housing five or

more employees using a predictive site survey which is anticipated to provide 95% coverage with the expectation that areas that are discovered to be inadequately covered will be addressed within the 15 day acceptance period. A single AP shall have the capabilities to support A, B, G and N radios.

Network Upgrade

Riverside County will be deploying approximately 30,000 new network ports to support IP communications and wireless and will provide PoE and QoS configuration.

Summary of Telephony requirements per geographic area.

	Geographic Area						TOTALS
	ARLINGTON	INDIO	HEMET	RIVERSIDE	TEMECULA	MORENO VALLEY	
Head Count	3554	2330	1579	4969	1987	3635	18,054
Analog Line	1117	569	409	1728	577	1671	6,071
Analog Phone	361	225	121	307	128	112	1,254
Analog Phone Service	56	88	72	8	64	8	296
Analog-911 Trunks	62	45	30	66	40	51	294
Analog-DOD-Trunks	12	8	10	13	10	17	70
Auto Attendant	102	27	26	141	38	81	415
Digital Phone	3911	2429	1280	4930	1952	3274	17,776
Digital-DID Trunks		8					8
Digital-DOD Trunks		9			4		13
Digital-DPNSS Trunks	3	1		1		3	8
Hunt Group	135	102	50	187	89	154	717
ISDN Trunks	3	3	2	12	1	1	22
Norstar Auto Attendant	1	12	9	5	6	2	35
Norstar Mail Box	127	176	169	204	147	68	891
Norstar Phone	182	372	333	333	334	150	1,704
Off Prem Ext	1	12	8	6	1		28
Oper Work Station						5	5
PRI-DID Trunks	11	4	7	25	11	14	72
PRI-DOD Trunks	5		2	12	3	6	28
PRI-LD DOD Trunks	2	2	2	3	2	1	12

1.2 Solutions Components

Bill of Materials in RFQ

Part Number	Description
Bundles - Analog	
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
VG224-MP	VG224 for MultiPack
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE
IP Phones	
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset
Router Accessories	
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)
Routers	
ASR1001-4X1GE	Cisco ASR1001 System,4 built-in GE,4X1GE IDC,Dual P/S
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply
CAB-AC-RA	Power Cord,110V, Right Angle
FLSASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License
Arlington	
	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
PVD3-256	256-channel high-density voice and video DSP module
PVD3-64U256	PVD3 64-channel to 256-channel factory upgrade

VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Hemet	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
PVDM3-256	256-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Indio	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
PVDM3-128	128-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Moreno Valley	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK

3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module
PVDM3-256	256-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Riverside 1	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module
PVDM3-256	256-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series

ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Riverside 2	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module
PVDM3-256	256-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
Temecula	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PWR-3900-AC	Cisco 3925/3945 AC Power Supply
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
PVDM3-256	256-channel high-density voice and video DSP module
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
SL-39-IPB-K9	IP Base License for Cisco 3925/3945
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config

S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL
24 Port Analog	
VG224	24 Port Voice over IP analog phone gateway
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE
Bundles - Call Center	
CCE-PAC-BUNDLE	Packaged CCE
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted
C260-MRBD-002	2 DIMM Memory Riser Board For C260
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v
UCS-SD-16G	16GB SD Card module for UCS Servers
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER
UCSC-PCIF-01F	Full height PCIe filler for C-Series
UCSC-PCIF-01H	Half height PCIe filler for UCS
UCSC-PSU2-1200	1200W 2u Power Supply For UCS
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260
UCSX-MLOM-001	Modular LOM For UCS
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle
CCE-PAC-M1	CCE and CVP Deployment Package M1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR
UCSS-CCE-PAC	UCSS for CCE Packaged Agent
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs
CCE-PAC-CVP-STU-90	Call Studio 9.0
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS
CVP-90-SERVER-SW	CVP 9.0 Server Software
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value

IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT
CCE-PAC-AGENT	CCE Packaged Agent
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub
Network Management Software	
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite
L-CUAC9X-ATT-CON	Cisco Unifed Attendant Console 9.x - eDelivery
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS
L-CUACE9X-ATT-CON	Cisco Unifed Attendant Console Enterprise Edition 9.x
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER
UCSC-PCIF-01F	Full height PCIe filler for C-Series
UCSC-PCIF-01H	Half height PCIe filler for UCS
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted
C260-MRBD-002	2 DIMM Memory Riser Board For C260
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series
UCSC-PSU2-1200	1200W 2u Power Supply For UCS

UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers
UCSC-SD-16G-C260	16GB SD card for C260 M2
UCSX-MLOM-001	Modular LOM For UCS
Network Switches	
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base
GLC-SX-MM	GE SFP, LC Connector SX Tranciever
Wireless	
AIR-CT5508-500	2x AIR-CT5508-500-K9
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain
Voice ELA	
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement
Other	
MISC-HW/SW	Other Cisco Equipment as identified

3 Tier DMZ – Hardware Only	
WS-C4500X-16SFP+	Catalyst 4500-X 16 Port 10G IP Base Front-to-Back No P/S
CON-SNTP-WSC16SFX	SMARTNET 24X7X4 Catalyst 4500-X 16 Port 10G IP Base Fro
C4KX-NM-BLANK	Catalyst 4500X Network Module Blank
C4KX-PWR-750AC-R	Catalyst 4500X 750W AC front to back cooling power supply
C4KX-PWR-750AC-R/2	Catalyst 4500X 750W AC front to back cooling 2nd PWR supply
CAB-US515-C15-US	NEMA 5-15 to IEC-C15 8ft US
S45XUK9-331-1511SG	CAT4500-X Universal Crypto Image
C4500X-16P-IP-ES	IP Base to Ent. Services license for 16 Port Catalyst 4500-X
GLC-T=	1000BASE-T SFP
SFP-10G-SR=	10GBASE-SR SFP Module
XENPAK-10GB-SR=	10GBASE-SR XENPAK Module
SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter
SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter
SFP-H10GB-CU5M=	10GBASE-CU SFP+ Cable 5 Meter
ASA5585-S40P40-K9	ASA 5585-X Chas w/SSP40 IPS SSP-40 12GE 8 SFP+ 1 AC 3DES/AES
CON-SUO3-A85S4P49	IPS SVCONSIT24X7X4 ASA5585-S40P40-K9
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US
ASA5585-PWR-AC	ASA 5585-X AC Power Supply

ASA5500-SC-10	ASA 5500 10 Security Contexts License
ASA5585-SEC-PL	ASA 5585-X Security Plus License (Enables 10G SFP+ Ports)
ASA5585-BLANK- HD	ASA 5585-X Hard Drive Blank Slot Cover
ASA-IPS-40-INC-K9	ASA 5585-X IPS Security Services Processor-40 with 6GE4SFP+
ASA-SSP-40-INC	ASA 5585-X Security Services Processor-40 with 6GE 4SFP+
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)
ASA5585-BLANK- HD	ASA 5585-X Hard Drive Blank Slot Cover
ASA5585-PWR-AC	ASA 5585-X AC Power Supply
SF-ASA-IPS-7.1-K9	ASA 5500-X IPS Software 7.1 for IPS SSP
ASA-ANYCONN- CSD-K9	ASA 5500 AnyConnect Client + Cisco Security Desktop Software
SF-ASA5585-8.2-K8	ASA 5500 Series Software Version 8.2 for ASA 5585-X DES
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows Solaris Linux Mac)

2 Professional Services Overview

Nexus IS is focused on providing the professional services engineering and support expertise to meet the requirements of today's advanced technology solutions. Our expertise with converged networks, security, wireless, voice, video, data, and IP telephony, coupled with our strong partnership with technology leaders Cisco, NEC, and Microsoft, enables us to deliver a wide range of business technology solutions from a simple telephony system to the most robust IP Call Center networks.

Our Professional Services objective is to align your business and technical requirements through a six phase technology solution lifecycle: prepare, plan, design, implement, operate, and optimize. This proven lifecycle services methodology enables effective, efficient deployment of advanced technologies with minimal disruption to business, and maximum benefit and return on your investment.

2.1 Requirements Definition Development

The objective of the requirements definition process is to identify functional and tactical requirements affecting the solution configuration and deployment. During this process, we will validate the preliminary design presented herein.

Nexus IS, in conjunction with County of Riverside, will conduct a series of work sessions to finalize the requirements for the solution components as described in Section 3 – Solution Overview.

These work sessions will depend on the collection and review of existing network information. Nexus will analyze collected network hardware information as well as logical data flows to build the architecture to support the Converged Network requirements. Nexus will analyze existing network routing mechanisms, security policies and LAN designs and create deployment recommendations to be approved by RCIT. Nexus will also incorporate information from the site inventory and RCIT provided phase groupings to develop an implementation methodology.

Primary Design components are:

1. Core Network Upgrade to provide resilience, redundancy, and support the voice and wireless demands.

2. WAN design to support Centralized Wireless and Call process
 - a. Remediation strategies for existing WAN routers
3. Security policy and Network Segmentation review
4. LAN design to provide PoE ports and converge department segments
5. Wireless Core Design to support centralized administration and access.
 - a. Including VLAN & SSID mappings
6. Unified Communications, Jabber and voicemail design.
 - a. Core design to support dial plan
 - b. Remote site survivability
7. Unified Contact Center Design

The Design workshops and analysis will result in updated Materials lists, and project plans for all phases. Additionally, the RDD documentation will contain test plans and acceptance criteria.

Network Discovery within first 30 Days (30-day Assessment Period)

Within the first 30 days, Network assessments and Design sessions will be focused on revising project materials and efforts to develop a deployment plan as well as identify any unknown and undocumented risk. This 30 day assessment session will be a condensed version of the RDD process; this information will be incorporated into formal RDD deliverables after the results (projections) of this project assessment is submitted for RCIT review.

Requirements will be documented in a Requirements Definition Deliverable (RDD) which will be submitted to the County of Riverside for review and approval. The RDD describes RCIT's business requirements and provides a "roadmap" for the design of the solution. RCIT feedback will be incorporated into the RDD and up to two revisions of the original RDD will be provided at no cost. County of Riverside will be responsible for reviewing and submitting requested changes within three (3) County business days for each of the two revisions. Final approval must be provided within three County (3) business days of the last revision.

During the RDD process, Nexus or County of Riverside may discover that additional functionality or features that are available to them may benefit the overall project design. Any project additions are viewed as potential changes to the original SOW. Subsequent to RDD approval, any adjustments made to the original design, associated Bill of Material (BOM), based on actual survey of all

impacted sites, and services will be documented and submitted to County of Riverside for approval prior to proceeding.

2.2 Wireless Detailed Requirements Definition (DRD)

Nexus, in conjunction with County of Riverside, will develop the detailed requirements for the project components by conducting a series of interviews with decision makers and key users, as identified by County of Riverside. The scope of the requirements definition process will generally include the following, as applicable:

- Predictive site Survey
- Access Point (model selection, specialized antennas, placement, orientation, etc)
- Local Area Network Infrastructure (POE)
- Wide Area Network Infrastructure (Traffic flow)
- Wireless LAN Controller (WLC)
- WLAN Survivability (Hybrid REAP)
- WLAN General Requirements (i.e., coverage, performance, redundancy, etc.)
- WLAN Security Requirements (Encryption)
- WLAN Authentication and Integration (User & Guest access)
- WLAN Monitoring (W-IDS, Rogue detection)

The objective of the requirements definition process will be to identify functional and tactical requirements affecting the solution configuration and deployment. The information also forms the basis of understanding necessary for development of the detailed design.

Subsequent to RDD approval, any adjustments to the initial high-level design and associated Bill of Material (BOM) based on actual survey of all impacted sites, will be documented and submitted to County of Riverside for approval prior to proceeding.

The following specific features should be discussed during the DRD;

User Access: The number of user groups that need different connectivity and authentication. These groups often include some variation of corporate users, guest users, and voice traffic.

If the Wireless network spans multiple sites, then each site should have its own WLC. If not, then the design and traffic flow implications of a centralized WLC should be reviewed with RCIT to see if Hybrid REAP should be deployed.

Hybrid REAP is a feature that allows for Access Points to continue to function without a controller and to continue serving connected wireless clients and/or new connections that require no authentication.

- Guest Access and Web Authentication
- Wireless Intrusion Detection System.

2.3 Design Development

Upon County of Riverside's review and acceptance of the RDD, Nexus IS will develop the detailed design of the Converged Network System, inclusive and comprehensive of the data center core, 3 Tier DMZ (material only), voice, data, video (capability only), and Wireless LAN. Requirements will be translated into technical parameters that describe the solution configuration and programming.

This process requires County of Riverside to complete sections of the data worksheets (provided by Nexus IS) such as dialed number plans, device pools, user names, and agent ID's. This data will be incorporated into the design documentation.

For wireless projects, Nexus has assumed development for the installation of wireless services for all County locations with five (5) or more staff, each with its own specific connection and authentication parameters.

For WLC/WiSM the following additional info is required: Serial Number, IP address/netmask, admin user/passwords.

For WCS the following info is required: license PAK#, Server info (make/model/memory/disk space & OS, IP address/netmask, admin user/passwords, and background images).

Nexus will:

1. Provide updated Bill of materials as appropriate as project progresses through all phases of implementation
2. Develop a project plan for the deployment of network, wireless, and voice services to approximately 450 Cornet router locations and associated sites consisting of a total building count of approximately 1000 (final building

count to be mutually agreed upon by Nexus and County when final list is presented to Nexus)

2.4 Deployment Tasks

Please note: a more detailed project plan will be presented after the initial RCIT kick-off meeting.

Nexus will: (See Risks and Assumptions for Caveats)

1. Provide updated Bill of materials to complete project.
2. Develop a project plan for the deployment of network, wireless, and voice services.
3. Build Unified Communications and Wireless Core components.
 - a. Configure trunks to existing PBX.
4. Replace approximately 21,532 phones.
 - a. New phones will be placed in proximity to Ethernet jack utilizing the patch cable that comes with the phone.
5. Replace Non- Cisco Equipment identified in the network assessment.
 - a. Implement QoS on entire network
 - b. RCIT and Nexus will work together on security and routing configurations as it pertains to voice and wireless access.
6. Install UC and Wireless Management Tools
7. Install Voicemail and Auto Attendants
8. Migrate Agencies to new call center environment (max 500 concurrently logged on agents and 93 ACD groups)
9. Provide End user training in the form of train the trainer, as well as video based training.
10. Provide as built documentation as well as updated Visio drawings for sites receiving new hardware.
11. Provide the requested features to a subset of users as part of knowledge transfer.
 - a. RCIT to configure remaining users as required.

- i. Instant Messaging and Desktop Client (Jabber).
- ii. Desktop Softphone
- iii. Desktop Video
- iv. Desktop Sharing
- v. Mobile Device Support
- vi. Single Number Reach
- vii. Wireless
- viii. Wireless Access

System	Task	RCIT	Nexus
Unified Communications Manager			
Cisco Unified Communications Manager Version 9.X	Gather and create user DB	X	X
	Create dialing plans	X	X
	Pre-configure/stage CUCM clusters		X
	Upload database		X
	Configure dialing plans		X
	Configure Nexus standard softkey template*		X
	Configure Nexus standard features**		X
	Configure conferencing resources		X
	Configure CSA		X
	Configure voice gateways		X
	Configure MOH		X
IP Telephones	Inventory user IDs, MAC addresses		X
	Unpack, place decals and place phones		X
	Test phones		X
Voice gateways	Rack/stack/cable voice gateways		X
	Configure voice cards		X
	Configure DSP resources		X
	Configure SRST (where applicable)		X
	Test voice circuits		X
LAN	Rack/stack/cable LAN equipment		X
	Setup voice & data Vlans		X

System	Task	RCIT	Nexus
Unified Communications Manager			
	Configure QoS	X	X
	Configure Nexus standard secure voice features***	X	X
Unity VM/UM/Connection	Gather user requirements	X	X
	Create user database and upload		X
	Configure auto attendant		X
Notes:			
RCIT is responsible for all UPS/RPS, power and environments.			
RCIT is responsible for all voice recordings.			
Any deviation from the above tasks may result in a change in the SOW which may result in additional charges.			

System	Task	RCIT	Nexus
UCCE/AA Tasks			
UCC Rogers (2)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS/DB	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install UCCE Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>
	Scripting		<input checked="" type="checkbox"/>
	Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AD/HDS/DDS (2)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS/DB	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install UCCE Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>

System	Task	RCIT	Nexus
	Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CUIC Standard (2)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS/DB	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install UCCE Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>
	Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CVP Media Server (2)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install CVP Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>
	Scripting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CVP Operations Server (1)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install CVP Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>
	Scripting	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Testing	<input type="checkbox"/>	<input checked="" type="checkbox"/>
CVP Reporting Server (1)	Physical Installation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install OS	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Network/Infrastructure Integration	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Install CVP Software		<input checked="" type="checkbox"/>
	Configuration		<input checked="" type="checkbox"/>

System	Task	RCIT	Nexus
	Scripting	<input type="checkbox"/>	■
	Testing	<input type="checkbox"/>	■
CVP Studio Server (1)	Physical Installation		■
	Install OS	<input type="checkbox"/>	■
	Network/Infrastructure Integration	<input type="checkbox"/>	■
	Install CVP Studio Software		■
	Configuration		■
	Testing	<input type="checkbox"/>	■
Notes:	<p>The mark ■ is used to indicate primary responsibility for each task; as applicable, tasks marked by □ will require secondary involvement by that identified party.</p> <p>RCIT will need to provide all Windows Server software as needed.</p> <p>RCIT will be involved in components of the software installation and configuration since items such as domain and IP addresses need to be considered.</p>		

System	Task	RCIT	Nexus
Wireless Tasks			
WLC Configuration	Physical Installation		X
	Update Software		X
	Network/Infrastructure Integration		X
	Management Configuration		X
	SSID Configuration		X
	RADIUS server configuration (RCIT to provide centralized Radius server) Nexus to Integrate to WLC	X	X
	HREAP- FLEX Connect Configuration		X
	AP configuration		X
	Testing		X
PRIME Infrastructure for Wireless	Install Server image in RCIT VMware environment	X	X
	Network/Infrastructure Integration		X

System	Task	RCIT	Nexus
	Configure Management roles		X
	Import up to 5 Floorplans and Place APs on floorplan		X
	Import remaining Floorplans as desired	X	
	Testing		X
Networking	Configure Network to support wireless VLANs		X
	Configure DHCP to support AP Addressing	X	X
Notes:	<p>This assumes RCIT will provide a RADIUS server for user authentication</p> <p>Access points will be installed by RCIT cabling contractor while installing new cable drops in locations identified in predictive surveys provided by Nexus</p>		

Each of the components in this project is listed below along with details regarding its disposition and installation. Final configuration of the system may occur either on the RCIT premise and/or via remote access.

2.5 Nexus Design Assumptions and Project Risks

2.5.1 Assumptions

- RCIT to provide scaled floor plans for predictive wireless surveys, where available and where not available Nexus will employ Cisco best practices/best effort coverage to meet the requirements in Section 1.0 and elsewhere in this Agreement.
- RCIT to provide Closet inventories and current network diagrams per location, where available. In format provided by Nexus.
- Nexus will combine cutovers for small locations
- Nexus will configure Jabber desktop client for a subset of IT users (up to 20) and RCIT will deploy remaining Jabber clients. Nexus will provide documentation to RCIT for desktop Jabber implementation.
- Phone based audio paging will be configured at all locations which are currently using phone based Paging (approximately 1700).

- Analog integration to existing paging system will be configured using FXS or FXO port made available at a site.
- Any supplementary, 3rd party integration component will be provided by RCIT.
- RCIT will provide all existing Call trees to be included in the contact center and auto attendant design.
- RCIT will provide end user phone database in template provided by Nexus.
- RCIT will provide staff to escort and assist in phone placement not to exceed 20% of staff available from the CCD & TSG divisions. (Current staffing count is 40) but a minimum of 8 staff at all times
- No more than 500 concurrent Contact center agents exist in no more than 93 ACD groups.
- No call recording will be provided in the scope of this project.
- RCIT has Cisco Routers at approximately 80% of the 450 sites with voice licensing and DSP resources (DSPs)
- RCIT will provide staffing resources to assist Nexus in upgrading existing switches and routers to latest IOS to be compatible with Telephony systems.
- Nexus will upgrade or replace any network equipment that will inhibit the ability to meet the project scope of work.
- Currently only 6921 and 6945 model phones are specified to meet a “like to like” phone requirement.
- RCIT will be providing configuration on all security components in the environment.
- RCIT to provide expertise for integration to 3rd party IVR (limited to PRI, QSIG, or analog integration), overhead paging, and billing system, Nexus will configure Cisco side of the integration where supported by 3rd party.
- RCIT to coordinate a location at each site for Nexus to place removed equipment for RCIT to dispose.

2.5.2 Project Risks

Implementation of the project depends on the coordination between Nexus and RCIT project management and staff. The following items will impact the project timelines:

- Lack of an integrated Active Directory environment to meet the minimum deployment requirements of Cisco for Unified Communications Manager and wireless LAN;
- Lack of adequate power, cooling and/or rack space sufficient for new hardware;
- Lack of appropriate UPS protection;
- Departmental or end-user expectations not in line with project scope;
- Inability of Service Providers to meet timelines for installations of requested services;
- Delays in regulatory compliance approvals for the installation of cable drops and access points in sensitive areas;
- Delays in modifying security policies to allow department data networks send and receive voice traffic to/from a common voice network in each location; Delays in timely development, review and acceptance of detailed design(s), as well as revisions;
- Inability to obtain proper access and assistance from individual departments within the County of Riverside to perform functions of the project;
- Availability of adequate staffing resources;
- Delays due to background checks;
- Delays as a result of, RCIT or any County agency blackout date, change management compliance, security approval process; and
- Delays in the delivery of any required equipment or Nexus', or a sub thereof, inability to meet requirements of SoW.

2.6 Nexus Standard Deployment Configurations

2.6.1 Nexus Standard CUCM Deployment Features

Nexus has formulated a standard set of Cisco Unified Communications Manager features that are included in every deployment. These are features that meet most RCITs’ needs. Deployment configurations will be “like to like” in accordance with our current telephone environment.

2.6.2 Secure Voice Features

Nexus takes pride on the successful, secure deployment of your voice and data network. Nexus follows a proven methodology which is largely based on Cisco’s best practices for a secure voice environment. Many security layers are required to insure a secure environment. At a minimum, Nexus will configure the following:

Infrastructure	Servers	Endpoints
Separate voice and data VLANs		Signed Images (phones)
No static Dot1q trunks	Approved anti-virus (RCIT provided)	Disable gratuitous ARP
Use of ACLs	Cisco security patches	Class or restriction
BPDU Guard, Root Guard		
Port security		
Dynamic ARP inspection		
Secure management plane		
DHCP snooping		

The listed security features are the basic/intermediate features that cause little to no disruption to an organization’s day-to-day operations.

Additional requirement is to comply with County of Riverside Information Security Policies, standards and specifications. County of Riverside and Nexus understand that current county security policies will need to be modified and need to conform to Cisco best practices of a converged network. County of Riverside, Nexus and Cisco will work together to create mutually agreeable acceptable policies changes necessary.

2.7 Network Ready For Use Testing (NRFU)

The following parameters establish the acceptance criteria/proof of performance that shall result in successful project acceptance.

- Successful automatic alternate routing between facilities
- Successful survivable remote site telephony fallback at all remote offices (when applicable)
- Deployment and testing of Cisco IP telephones and other telephony services including but not limited to automated attendants, paging, call centers, 911, etc.
- Successful testing of voicemail for all facilities
- Validated dial plan
- Successful cut-over from existing telephony services to the new Cisco IP telephony solution
- A detailed test plan for successful completion will be developed during the requirement definition development (RDD)

Informal administrator knowledge transfer typically covers the following:

Unified Communications Manager

Introduction to Unified Communications Manager

- How to add users/phones/extensions/voicemail
- Basic call handling, dialing plan
- Basic troubleshooting techniques
- Maintenance and backup

Unity Unified Messaging/Unity Connection

- Introduction to Unity
- Add/delete subscribers
- Call handler, class of service, basic reports
- Basic troubleshooting techniques
- Maintenance and backup

Nexus will provide two (2) days of knowledge transfer for County Key Advisors to train the County staff on using their new phone and voicemail system as well as create a video recording for web based training.

These sessions typically take place on the business days immediately preceding the cutover weekend (for example, if cutover takes place on a Saturday or Sunday, and two days of training are provided, classes will take place on the Thursday and Friday before the cutover weekend). Nexus will work with RCIT on when it is best to train the trainers based on the number of end-users that will be required to receive training.

This IP telephony training typically includes instruction on using the telephone set, making calls, accessing voicemail, setting up greetings, etc.

In addition to training the trainer for general phone and voicemail usage Nexus will provide two (2) days of knowledge transfer for the Contact Center agents and supervisors.

Nexus will provide on-site staff for a minimum of one day after cutover to support new users at mutually agreed locations.

2.8 Deliverables

To RCIT from Nexus:

- Project plan
- Requirements Definition Deliverable (RDD)/Data Collection Worksheet
- Signed Network Ready For Use (NRFU) check sheet
- Site equipment inventory to include, but not limited to, model number, serial number, asset information, etc.
- Updated Visio diagrams
 - Logical and physical site as-built drawings
- Design Definition Deliverable (DDD)
 - The Design Definition Deliverable (DDD) will contain “as built” information, such as updated call-flow diagrams, IP address information, and final configurations and will be submitted to County of Riverside after the cutover date.

To Nexus from RCIT:

- Signed SoW
- Scaled floor plans for buildings where available

- Existing Visio diagrams including logical and physical drawings for locations where available
- Completed Closet inventory documents
 - Template provided by Nexus
- Geographic Site maps
- Signed RDD's
- Signed Data Collection Worksheets
 - Voice and contact center templates provided by Nexus.
- Signed In-Service Acknowledgement Form

2.9 Project Completion

Upon Nexus' completion of the professional services, Nexus shall notify County of Riverside of completion of a specific milestone or service performed by providing an In-Service Acknowledgement Form. County of Riverside has fourteen (14) calendar days from the receipt of the In-Service Acknowledgement Form to schedule appropriate personnel to review the particular milestone or services performed and sign the In-Service Acknowledgement Form. Signing of the In-Service Acknowledgement Form, or County of Riverside's failure to respond to the form within the designated fourteen (14) calendar day period, signifies County of Riverside's acceptance of the milestone and that services have been performed as described in the In-Service Acknowledgement Form and in accordance with the SoW. The county requires site as built drawings and documentation in order to sign the In-Service Acknowledgement Form.

In order to refuse acceptance of the services performed, County of Riverside must provide Nexus with full details that show that services do not conform to the SoW. Nexus shall address such non-conformance in one (1) county business day. Nexus shall compile an action plan to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the services meet the requirements of the SoW.

At the conclusion of this project, County of Riverside will have deployed a solution as described throughout the various applicable contractual documents including but not limited to this Statement of Work.

The normal warranty period (90 days) for Cisco equipment begins upon shipment from Cisco. Upon completion of the warranty period, the equipment can be placed under Smartnet support. For this project, equipment that Smartnet has been purchased for, will be covered under SmartNet and will be attached to the

equipment upon sale and covered for five years. All other equipment is assumed to be covered under limited lifetime warranty. Charges for Smartnet will not begin until acceptance of equipment by the County of Riverside.

2.10 Issue Escalation

There are two kinds of support issues that require escalation:

- Implementation issues
- Operations and Maintenance (O&M) issues

2.10.1 Implementation Issues

All issues directly related to the implementation of the County of Riverside network are the responsibility of, and should be directed to, the Nexus Project Team. These issues include anything within the scope of the signed Professional Services Statement of Work. Please note that the responsibility for maintenance of the installed components of the new network transitions to an O&M status upon County of Riverside signing the In Service acknowledgement form.

Problem Resolution – During an implementation, the Project Manager will be responsible for ensuring Cisco-related issues are resolved to the satisfaction of County of Riverside. For contact information pertaining to the Nexus project team please direct all inquiries to the following individual:

Problem Resolution Contact Information			
Name	Title	Phone	E-mail
TBD			

Problem Escalation – Any problems encountered post-implementation require County of Riverside to open a support case with Cisco TAC. Nexus must also be separately informed to assign an engineering advisor to the TAC support case:

Problem Escalation Contact Information			
Name	Title	Phone	E-mail
Tod Welch	Managing Consultant	(858) 427-2648	tod.welch@nexusis.com

2.10.2 Operation and Maintenance (O&M) Issues

For all issues outside the scope of this SoW, specifically, for network problems occurring after execution of the In-Service Acknowledgement Form, County of Riverside is responsible for resolving.

Cisco and Nexus offer several flexible technical support service options to help resolve system incidents or service change requests. These service options focus on the “operate” phase of the network lifecycle to help maintain operational efficiency.

2.10.3 Cisco SMARTnet: Critical Technical Support

Cisco SMARTnet provides immediate access to vital information and assistance when you need it:

- Rapid problem resolution with around-the-clock, global access to the Cisco TAC.
- Registered access to Cisco.com for powerful online tools and information.
- Advance hardware replacement next-business-day (additional options, some as fast as two hours, are also available).
- Ongoing system software updates to evolve your network to changing needs.
- Cisco OS software support to extend the life of your Cisco devices with improved security, performance, and interoperability.

2.10.4 NexusCare Managed Service (Supplementary, Optional, Service)

NexusCare managed service extends Cisco’s SMARTnet support to include remote and onsite support and system management. Service incidents are managed from notification to resolution. Our Nexus TAC (NTAC) engineers know your network, saving valuable time and effort troubleshooting and managing incidents and service changes. Our NTAC engineers are highly skilled and experienced at supporting Cisco converged infrastructures, Unified Communications solutions and Cisco Advanced Technologies such as Unified Contact Center Express and Enterprise, Cisco MeetingPlace, and Cisco TelePresence.

- NexusCare Managed Service provides expert support:
- 24x7 major service incident management from notification to resolution
- 8x5 minor service incident management to resolution

- Service Level Objectives: 1 hour for major incidents; next business day for minor incidents.
- Remote support via NTAC
- Onsite support dispatch within Nexus primary service areas, other areas if pre-arranged.
- Escalation management to Cisco TAC for Level 3 & 4 technical support.
- Escalation management to carriers for circuit diagnostics and issue resolution.
- Parts replacement via manufacturer warranty or service agreement.
- Preferential scheduling and pricing for billable service change requests.

For more information on NexusCare, please contact your Nexus Advanced Solutions Executive.

2.10.5 Nexus Time and Materials Support

Nexus Time and Materials (T&M) support will provide a remote or onsite available Nexus technical support resource on a time and materials basis. Your T&M billable service request will be dispatched to an appropriate Nexus TAC or Nexus Field Services Engineer for handling. While a NexusCare managed service agreement will ensure the fastest response times and priority trouble resolution, T&M service is available as a flexible choice to supplement other service entitlements. Nexus hourly rates are as follows:

Project Manager Hourly Rate	\$145.00
Technician Hourly Rate	\$139.00
Engineer Hourly Rate	\$175.00
Sr. Engineer Hourly Rate	\$225.00

3 Responsibilities of Each Party

3.1 Project Coordination

Nexus project management services provide a structured methodology in compliance with project management institute (PMI) standards for implementation for this SoW. Project coordination services provide oversight of the organization, direction and control of all project-related efforts required to complete the implementation as defined herein. Project coordination will include the oversight of the project as defined by this SoW together with RCIT in the role of the Nexus' single point of contact stationed locally within two hours of Riverside but will work on site with RCIT project personnel. Timelines and schedules will be established to help meet the needs of the project goals and expectations for the associated solutions as defined in Section 2.0 herein.

Status meetings/conference calls will typically be driven by the Nexus Project Manager, with additional Nexus resources scheduled as needed for participation at the discretion of the Nexus Project Manager and RCIT. A core team will be identified by Nexus and RCIT and this team will be in attendance at all project meetings.

The Nexus Project Manager will organize and coordinate the following tasks including but not limited to:

- The procurement, staging and delivery of the equipment purchased (if any)
- The scheduling of Nexus resources
- The coordination of required County of Riverside resources and associated tasks (if applicable)
- The planning of installation activities utilizing the timeline established after the kick off meeting, including mutually agreed to changes, as the guide.
- Act as the Nexus single point of contact for change control, escalation and acceptance activities for the implementation team efforts defined within this SoW.

The RCIT Project Manager will organize and coordinate the following tasks including but not limited to:

- The coordination with the Nexus Project Manager of procurement, staging and delivery of the equipment purchased (if any)

- The scheduling of RCIT resources
- The coordination of required Nexus resources and associated tasks (if applicable)
- The coordination with the Nexus Project Manager of planning of installation activities utilizing the timeline established after the kick off meeting, including mutually agreed to changes, as the guide
- Act as the RCIT single point of contact for change control, escalation and acceptance activities for the implementation team efforts defined within this SoW.

3.1.1 Project Kickoff Meeting

The purpose of the project kickoff meeting is to transition the project from the design and purchase process to the implementation phase. The agenda of the meeting will include the review of the contract terms, key milestones, comprehensive list of items required of RCIT, work breakdown structure, key project task areas, etc. The key stakeholders need to attend to agree on roles and responsibilities, establish joint planning, and define short-term deliverables for both Nexus and RCIT. This will be an on-site meeting with the added attendance of the Nexus Advance Solutions Executive, Systems Design Engineer and Deployment Engineer(s) either live or remotely, as well as RCITs' key stakeholders.

At a minimum, the agenda will also include the review of the following planning activities:

- The Bill of Materials (BOM) will be a living document; each phase of work will have a separate BOM developed, approved, implemented and reconciled throughout the project. This BOM will be reviewed at each project meeting.
- Review various other specifics of this Statement of Work
- Develop & verify the contact and escalation list
- Communication plan that defines the understanding as to how Nexus and RCIT agree to communicate on all project related information ranging from non-critical information to critical information. As part of the communication plan, the Nexus Project Manager and the Project Manager will jointly establish:
 - The time and frequency for status meetings/conference calls
 - Documentation of meetings and the distribution of the associated meeting notes
 - The assignment and tracking of all required action items

- Network information deliverables required from RCIT
- System database information deliverables as may be required from RCIT, including extension number assignments, IP-numbering schema, and public and private circuit switching information
- Project Invoicing terms as defined in the Schedule A of the agreement
- Freeze dates for any database or scope changes
- Review and verify County hours of operation, available building access for Nexus, RCIT's change management requirements, loading dock availability, blackout dates/times for service or delivery, security, site access badge requirements, escorted access requirements, and facility training requirements.
- Change Management Plan. This is how Nexus and RCIT will manage changes during the project lifecycle. It is common for changes to occur during a project for a multitude of reasons and it is vital that a plan is in place to document and execute changes on a written change order as they arise. If changes occur that have an impact on the initial timeline, the Project Manager will make changes to reflect any associated milestone impacts that may arise as the direct result of the change(s).
- Site test, acceptance process and criteria based on the scope of the project

3.1.2 Implementation Phase:

Throughout the implementation phase, the Nexus Project Manager will:

- Lead the project by following this project scope, and associated activities as established in the project kickoff meeting
- Update the Project Time Line, review the project for risks, and act as the Nexus "Single Point of Contact"
- Coordinate the requirements associated with system data gathering requirements
- Establish and participate in status update meetings
- Process any change orders as may be required throughout the implementation
- Oversee the process of collecting the information required for the Requirements Definition Documentation and coordinate the preparation and presentation of the final document
- Validate with the Nexus and RCIT project team that voice services are in place as required and designed prior to the conversion date

- Track the flow of equipment from the Nexus staging facility to County location.
- Contact RCIT Project Manager to confirm site readiness for equipment delivery and prior to the start of work on site by the Nexus deployment team
- Verify the existence of the required electrical and environmental equipment prior to the installation
- Ensure Nexus employees and any subcontractors conform to County of Riverside's reasonable workplace policies, conditions, and safety regulations that are consistent with Nexus' obligations herein and that are provided to Nexus in writing prior to commencement of the services.

RCIT Project Manager Responsibilities include:

- Act as the single point of contact to whom all Nexus communications may be addressed. This primary contact is identified in Section 1.6 and will be available during normal business hours.
- Designate a backup contact when the primary RCIT contact is not available.
- Notify Nexus of any hardware and/or software upgrades or any other changes within RCIT's network at least thirty (30) business days prior to the upgrade, whenever possible.
- Notify Nexus of any installation scheduling change at least seventy-two (72) hours prior to the originally scheduled installation date. Scheduling changes and/or cancellations made after this 72-hour window may be subject to Nexus' then current cancellation penalty charge.
- When requested by Nexus, if available, County to provide County of Riverside site building layouts, including the floor plans, location of cables, and power sources.
- Supply the workplace policies, conditions, and environment in effect at all County sites.

3.2 System Configuration

Nexus responsibilities:

- Develop configuration documentation with input from RCIT and network design team.
- Develop the implementation-specific network diagram with input from RCIT and the design team.
- Configure the Cisco Unified Communications Manager for maximum conformance to the desired access and security policy, user classes of service, and toll, station, and phone restrictions. This conformance is based

on Nexus Standard practices as well as Cisco's published SRND documentation but must comply with RCIT requirements.

- Configure the Cisco Wireless network based on customer requirements documented in the RDD process.
- Configure the Cisco Network in coordination with RCIT based on design documented in the RDD process.

RCIT responsibilities:

- Provide input to Nexus for the development of configuration documentation.
- Provide station locations, IP addresses and subnet masks and existing DNS and DHCP server configurations information, if applicable.
- Provide a list of users, security levels, and access privileges and define the call manager system administration and securities policies and any other special requirements to be implemented in the product.

3.3 On-Site Staging

Nexus responsibilities:

- Receive, inventory, and record serial numbers for the product at the on-site staging location. It is Nexus' preference to stage equipment at Nexus facilities.
- Load and configure implementation-specific call manager, gateways, phones, and, as required, Internetworking Operating System (IOS), per the staging plan requirements.
- Unpack and assemble telephony devices and attach the designation strips for each.

RCIT responsibilities:

- RCIT will coordinate to provide an onsite area as necessary.
- Provide addresses for each site along with contact names for delivery to RCIT-specified locations.

3.4 Deployment

Nexus responsibilities:

- Deliver the product from the on-site staging facility to the designated installation locations within the same general site.
- Confirm that the site readiness recommendations have been completed by RCIT and that the network is ready for the installation of the solution.

- Install and connect the product to RCIT-provided facilities at the agreed upon demarcation points in accordance with the documentation provided.
- Troubleshoot and replace hardware failures relating to the installation of the product.
- Provide remote technical support for the on-site engineer during installation, migration, cutover, and implementation testing and acceptance period.
- Verify operation of the installed components per the pre-defined Network Ready for Use (NRFU).
- Provide Administration Knowledge Transfer to all required personnel.

RCIT responsibilities:

- Identify a coordinator responsible for the services at each County site.
- When required, order and install all RCIT-provided data and voice circuits prior to the scheduled installation date. Ensure that Telco demarcations circuit identifications are clearly identified.
- Provide remote access to gateway routers for remote implementation support and for remote Nexus server access for software downloads, if possible.
- Install and verify the operation of all County Provided Equipment (CPE) not provided by Nexus.
- Provide earthquake bracing, if required.
- Provide any security clearances, escorts, special safety equipment, and access training as required to access the site.
- Provide a PBX, Telco, network, and/or cabling technician to be available during the network installation and implementation testing to make network changes required to make the data/voice network operational.

4 Change Management Process

This Statement of Work is a not to exceed contract of \$15 Million. All change orders will be closely tracked to ensure the project budget is not exceeded. However, as there are some unknowns, it is likely to become necessary to change the SoW and shall only be done through mutual agreement of both parties.

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

- The party requesting the change will deliver a Change Order Form to the other party. The Change Order Form will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the deliverables and/or the schedule.
- A Change Order Form may be initiated either by RCIT or by Nexus for any changes to the SoW. The Project Coordinator of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Order Form and negotiate in good faith the changes to the services and the additional charges, if any, required to implement the change order. If both parties agree to implement the change order, the appropriate authorized representatives of the parties will sign the change order, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Order Form, the Change Order Form will be incorporated into the SoW.
- Neither party is under any obligation to proceed with the Change Order Form until such time as the Change Order Form has been agreed upon by both parties.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed change order and those set forth in the original SoW, or previous fully executed change order, the terms and conditions of the most recent fully executed change order shall prevail.
- In the event of a change in the work to be done by Nexus, and the parties are unable in good faith to agree to the additional compensation to be paid to Nexus, then Nexus shall still be obligated to continue as normal with all of the project work, including the change, and the parties shall continue their efforts to reach an agreement on additional compensation. The County CIO

shall issue a written directive to Nexus that confirms this. The County shall then issue a unilateral change order to Nexus for the amount of additional compensation the County believes is appropriate to be paid, that amount will be paid to Nexus, and Nexus shall remain obligated to continue as normal with all of the project work, including the change. This process does not in any way waive Nexus's right to claim additional compensation beyond that stated in the unilateral change order. Nexus can then proceed with the dispute resolution process stated in the Agreement or otherwise allowed by law.

5 Assumptions

The following assumptions, together with those detailed elsewhere, were made to create this Statement of Work. Any modifications shall be managed by the Change Management Procedure described in Section 4.

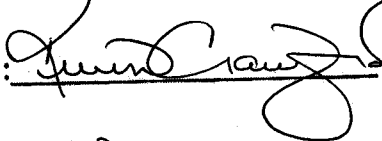
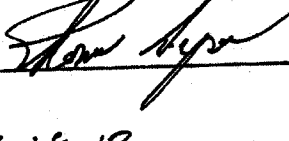
5.1 General Assumptions

- New Cisco equipment Procured and implemented for the purpose of this project will have a minimum software support life span of five (5) years.
- County of Riverside will provide 24/7 access to County of Riverside facilities, including, where applicable, computer equipment, facilities, workspaces, and telephone for Cisco's use during the project as long as it doesn't conflict with departmental business operation.
- County of Riverside will provide system access according to the specifications of Cisco TAC.
- County of Riverside will provide assistance to Nexus in the development of a network architecture plan prior to service commencement of each project phase.
- County of Riverside, if applicable, will provide skilled personnel to assist with the following:
 - Performing the hardware and software configuration changes that will be required on file and application servers.
 - Network servers and Exchange servers have correct version and service packs installed.
 - Network impacts and Exchange server storage impacts will be addressed prior to Unified Communications install.
- Site preparation, limited to, power, space, cables, and racks, will be in place and the site ready for equipment installation three (3) business days prior to the beginning of the scheduled onsite installation.
- Cubicle jacks are properly labelled back to the wiring closet patch panel.
- The necessary power and cable requirements exist at each user location.
- County of Riverside will coordinate the scheduling of users for training class times and provide the training facilities.
- Most patch panels and cables are properly wired and labelled.

- RCIT to troubleshoot and remediate fault relating to patch panels or cable plant.
- Most cabling meets CAT5 specs set by EIA/TIA.
 - RCIT responsible for remediation of sub standard or faulty cabling that impacts the VoIP deployment.
- Nexus will not be responsible for any of the cabling aspect of this project. Cisco will coordinate additional cabling required for installation of wireless access points and corresponding patch cords using the County's designated cabling vendors or comply with the County's wiring infrastructure standards and specifications.
- Delays caused by the lack of completed site preparation or County of Riverside's failure to meet any responsibilities specified in this SoW shall be billed at Nexus time and materials rates including travel and other expenses. Any additional costs incurred by RCIT as a result of delays shall be the sole responsibility of RCIT.
- Delays caused by the lack of preparation or Nexus's failure to meet any responsibilities specified in this SoW shall be credited at RCIT time and materials rates including travel and other expenses. Any additional costs incurred by RCIT as a result of such delays shall also be credited to RCIT.
- Unless otherwise agreed to by both parties, a response will take place within two (2) business days of either's request for documentation or information needed for the project.
- RCIT has delivered to Nexus all of the required paperwork for processing.
- Resources from various Nexus offices may be utilized, as needed, to provide a full scope of technical expertise.
- Requests for support or services outside of this SoW require written approval by RCIT Project Manager and acceptance by the Nexus Project Manager and may result in additional charges or credits to RCIT.
- All SoW activities will be conducted during hours that do not conflict with County business operations. Where possible, most work will be performed remotely. On-site resources will be used for activities such as physical hardware installation, training, cutover, and go live support.
- All Telephone end user device upgrades, approved by the RCIT Project Manager, will be billed at contract material rates and will be due and payable per contract terms.
- Nexus will assist the County in the selling of voice, data and wireless legacy equipment in accordance with all County policies.

- The quality of a VoIP call depends on many factors, including network traffic, LAN/WAN engineering (i.e., setting up QoS across network, CODECS being used), and network carrier facilities. Business voice quality can be achieved with proper engineering and carrier SLAs in place (when involving WAN), but is not 100% guaranteed.
- County of Riverside is responsible for the coordination, installing, and verifying of the operation of all external communication hardware not provided by Nexus prior to or during the physical installation. This includes but is not limited to legacy PBX or voicemail modules and proprietary cable pin-outs.
- County of Riverside is responsible for the ordering, installing, and testing of all data and voice circuits prior to the scheduled installation date. RCIT must ensure that Telco demarcations circuit identifications are clearly identified.

6 Statement of Work Signoff

RCIT Agreement of Terms	Nexus Agreement of Terms
I do hereby agree to the solution as set forth within this Statement of Work.	I do hereby agree to the solution as set forth within this Statement of Work.
Name: <u>Kevin K Crawford</u>	Name: <u>THOMAS LYON</u>
Title: <u>Chief Information Officer</u>	Title: <u>SVP Managed Services</u>
Signature: <u></u>	Signature: <u></u>
Date: <u>22 Jan 13</u>	Date: <u>1-18-13</u>