



ALAMEDA COUNTY INFORMATION TECHNOLOGY DEPARTMENT

1106 MADISON STREET, OAKLAND, CA 94607 • (510) 481-3700 • FAX (510) 272-3608

TIM DUPUIS
CHIEF INFORMATION OFFICER

January 19, 2018

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

Dear Board Members:

SUBJECT: AWARD A CONTRACT FOR UNIFIED MESSAGING SYSTEM SUPPORT SERVICES, REQUEST FOR PROPOSAL NO. 901576; AMOUNT: \$339,258

RECOMMENDATION:

Authorize the Purchasing Agent to execute a contract, attached hereto, for Master Contract No. 901576; Procurement Contract No. 16136, with VOX Network Solutions, Inc. (Principal: Scott Landis; Location: Alameda), to provide unified messaging system support services to the Alameda County Information Technology Department, for the approximate term of 02/06/18 – 02/05/21, in the amount of \$339,258.

DISCUSSION/SUMMARY:

The Alameda County Information Technology Department (ITD) intends to award a contract for the on-going support and maintenance of the existing AVST CallXpress unified messaging system. The unified messaging system provides a host of messaging capabilities to allow County agencies greater mobility/flexibility and methods for accessing messages. The system integrates with Alameda County's current network of PBX's and all VoIP networks.

SELECTION CRITERIA/PROCESS:

ITD worked with General Services Agency (GSA)-Procurement to develop and issue a Request for Proposal (RFP). The RFP was issued on August 11, 2017, and posted on the website for 48 days. Two networking/bidders conferences were held.

On September 28, 2017, three responses to the RFP were received. All responses were evaluated by the County Selection Committee (CSC). Two vendors were interviewed by the CSC while the third vendor declined to participate. A maximum total of 550 evaluation points were available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

VOX Network Solutions, Inc. was the highest scoring qualified vendor and is a certified SLEB (Certified Small #: 14-00100; Expiration: 07/31/18). The following is the evaluation summary:

EVALUATION SUMMARY

<i>Vendor</i>	<i>Location</i>	<i>Local</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>VOX Network Solutions, Inc.</i>	<i>Alameda, CA</i>	<i>Y</i>	<i>Y</i>	<i>506</i>
<i>VoicePlus, Inc.</i>	<i>Reno, NV</i>	<i>N</i>	<i>N</i>	<i>407</i>
<i>Advantel Networks</i>	<i>Livermore, CA</i>	<i>Y</i>	<i>Y</i>	<i>378</i>

FINANCING:

Appropriations for this contract are included in the ITD Fiscal Year 2017-18 Approved Budget and will be requested in future budget years. No additional appropriations are required and there will be no increase in net County cost.

Respectfully submitted,



Tim Dupuis
Chief Information Officer



Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WH:AF:ma\I:\Board Letters\Purchasing\FY 2017-18\901576 Unified Messaging System Support Services.doc

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller
Donna R. Ziegler, County Counsel

CONTRACT SUMMARY

UNIFIED MESSAGING SYSTEM SUPPORT SERVICES

RFP No. 901576

February 6, 2018 – February 5, 2021

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>VOX Network Solutions, Inc. Certification # 14-00100 (Small) Valid through: 07/31/2018</i>	<i>3208 Thompson Avenue Alameda, CA 94501</i>	<i>\$339,258</i>	<i>100%</i>	<i>\$339,258</i>

QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: VOX Network Solutions, Inc. DEPT #: 380100

TITLE/SERVICE: Unified Messaging System Support Services

DEPT. CONTACT: Rick Blanchard PHONE: (510) 667-7788

I. INFORMATION ABOUT THE CONTRACTOR	YES	NO
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1. Is the contractor a corporation or partnership? (x) ()
2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? () (x)
3. If the answer to BOTH questions is YES, provide the employer ID number here: 20-4388964
No other questions need to be answered. Withholding is not required.
4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: n/a
No other questions need to be answered. Withholding is not required.
5. If the answer to question 2 is NO, continue to Section II.

II. RELATIONSHIP OF THE PARTIES	YES	NO
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1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? () ()
2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? () ()
3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? () ()
4. Is the relationship between the County and the contractor intended to be ongoing? () ()

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS **YES NO**

1. Is the contractor being hired for a period of time rather than for a specific project? () ()
2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? () ()

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS **YES NO**

1. Will the agreement be with an individual who does not have an outside practice? () ()
2. Will the contractor work more than an average of ten hours per week? () ()
- IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? () ()
4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by:
John Romero
97B1E91158CB4C7...
Contractor Signature

Agency/Department Head/Designee
Signature

John Romero

Printed Name

Printed Name

1/4/2018

Date

Date

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the “County”, and VOX Network Solutions, Inc., hereinafter referred to as the “Contractor”.

WITNESSETH

Whereas, County desires to obtain the on-going support and maintenance of the existing AVST CallXpress unified messaging system which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide the on-going support and maintenance of the existing AVST CallXpress unified messaging system, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements/Description of Services and Deliverables/Reports
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Site Information Grid
Exhibit F	AVST CALLXPRESS Distributed 176 Ports
Exhibit G	Password Security Compliance

The term of this Agreement shall be from February 6, 2018 through February 5, 2021.

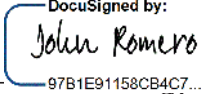
The compensation payable to Contractor hereunder shall not exceed Three Hundred Thirty Nine Thousand Two Hundred Fifty Eight Dollars (\$339,258) for the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

VOX NETWORK SOLUTIONS, INC.

By: _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: John Romero
(Printed)

Title: Purchasing Agent

Title: Director of Contracts & Procurement

Date: _____

Date: 1/4/2018

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of

Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar

character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.

5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
 - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
 - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. **DEBARMENT AND SUSPENSION CERTIFICATION:** (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
 - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’s rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor’s services as set forth in Exhibit “A” of this Agreement have been fully performed or paid for.

In Contractor’s contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit “A”, and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’s rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the

performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
2000 150th Avenue
San Leandro, CA 94578
Attn: Rick Blanchard

To Contractor: VOX NETWORK SOLUTIONS, INC.
8000 Marina Blvd., Suite 130
Brisbane, CA 94005
Attn: Tonja Marcus

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF COUNTY PROPERTY: Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of

all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its on-going support and maintenance of the existing AVST CallXpress unified messaging system shall not exceed Three Hundred Thirty Nine Thousand Two Hundred Fifty Eight Dollars (\$339,258) payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
21. SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement, Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must subcontract a minimum 20% of the remaining contract value with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.
- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at ACSLEBcompliance@acgov.org.

- 22. FIRST SOURCE PROGRAM: For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a

waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. PATENT AND COPYRIGHT INDEMNITY: Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
 - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
 - c. Notwithstanding this Section 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional two years by mutual agreement of the County and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide the on-going support and maintenance of the existing AVST CallXpress unified messaging system with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

Exhibit A-1 Specific Requirements/ Description of Services and Deliverables/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal No. 901576, including any addenda, specifically including Exhibits D, E, and F of the RFP, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
- b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.

2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Robin Sortman Senior Field Engineer	(650) 989-1033	rsortman@voxns.com
Mark Azevedo AVST Messaging Lead/Sr. Project Manager	(650) 989-1045	mazevedo@voxns.com
Terry Ottlinger Senior System Design Specialist	(650) 989-1046	tottlinger@voxns.com
Chuck Steinhebel Senior UC Engineer	(303) 996-3505	chucks@voxns.com
Phil Murphy NOC Operations Manager	(650) 989-1029	pmurphy@voxns.com
Scott Thone Director of Operations	(650) 989-2689	sthone@voxns.com

Lester Cohen Director of Training	(650) 989-1060	lcohen@voxns.com
Tonja Marcus Sr. Account Manager	(650) 989-1000	tmarcus@voxns.com

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

EXHIBIT A-1

SPECIFIC REQUIREMENTS/DESCRIPTION OF SERVICES AND DELIVERABLES/REPORTS

1. Maintenance and on-going support
 - a. The Contractor shall perform maintenance and support on the AVST CallXpress unified messaging system for the length of the contract.
 - b. Service and access to tier three (3) manufacturer's engineering technical support staff will be required 24 hours a day, 7 days a week, 365 days per year. Tier three (3) support is the highest level of support and is responsible to assist in the most advanced and difficult problems. The following service level agreement (SLA) response times shall be necessary:
 - (1) Remote diagnostics within two (2) hours.
 - (2) Dispatch by the end of the next business day for minor failures.
 - (3) Major failure/high severity response within one (1) hour and dispatch within two (2) hours of notification of problem.
 - c. Service Support Process
 - (1) Contractor's Network Operations Center shall:
 - (a) Receive, triage, and process service requests and system events.
 - (b) Be responsible for Remote Incident Management.
 - (c) Provide regular communication regarding the status of an incident or service request through resolution.
 - (d) Be committed to information security and accuracy.
 - (2) Contractor's Field Support Shall:
 - (a) Schedule on site resources.
 - (b) Submit requests for equipment.
 - (c) Be responsible for dispatch/on site Incident Management.

- (d) Provide regular communication regarding the status of an incident or service request through resolution.
- (3) The County shall contact a Service Representative by calling (877) 869-8111 or via Contractor web portal at <https://system.netsuite.com/pages/login.jsp>
 - (a) The County shall be prepared to supply the following information:
 - (i) Full name of person making request including contact number and email address.
 - (ii) Location of request (Account Address and/or Account Number)
 - (iii) Local contact name including contact number and cell number if the system is down.
 - (iv) Detailed description of the request
 - (b) The Service Representative shall ask additional questions when the request is submitted to gather the necessary information needed to route the service request or incident to the proper group.
 - (c) For Urgent Requests:
 - (i) Contractor recommend submitting all urgent requests via phone call.
 - (ii) Call toll free: (877) 869-8111 or (650) 989-1000.
 - (d) A Service Representative shall create a service request or incident and provide the County with the ticket number. The request shall be placed in the appropriate queue for handling based on priority and customer impact.
 - (e) If the Contractor needs to dispatch a technical resource to the location, the County shall be informed of an anticipated arrival date and time.

- (f) The Contractor's support team shall provide updates regarding the status of the County's service incident until the issue has been resolved.
 - (g) Upon successful resolution, Contractor's support team shall close the ticket.
 - (h) Customer satisfaction surveys shall be at random by the Contractor.
- (4) Prioritization of Incident
- (a) The following chart provides details on how the County incident and/or service request shall be prioritized:

	Description:	Target Response Time:
One	• The Supported Product is totally out of service with no acceptable work around resulting in a loss of service affecting all users at a single site. • The incident results in extremely serious interruptions to the production system. Tasks that should be executed immediately cannot be executed due to a complete outage of the system or interruptions in main functions of the production system. • Tasks that should be executed immediately cannot be executed due to a complete outage. • Data Integrity may be compromised and the service request requires immediate processing as the issue can result in financial losses.	Traditional Support: 1 Hour - 24x7 Managed Services: 30 Minutes – 24x7
Two	• The Supported Product is operating with reduced functionality causing significant impact to the Customer's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site. Product alarms identified as major alarms by Remote Monitoring platform. • There is a negative impact to project installation activities, urgent deadlines or the incident puts the system at risk. In production system, important tasks cannot be performed, yet the error does not impair	Traditional Support: 2 Hours - 24x7 Managed Services: 30 Minutes – 24x7

	Description:	Target Response Time:
	essential operations. Processing can continue in a restricted manner, yet data integrity may be at risk. The service requests require timely processing due to the malfunction may cause serious interruptions to critical processes or negatively impact business.	
Three	• The Supported Product is operating with reduced functionality causing little or no impact to the customers' business operations, or the loss of service to less than twenty-five (25%) of all users at a single site. Product alarms identified as minor alarms by Remote Monitoring platform. • Customer and business impact is low	Traditional Support: 4 Business Hours Managed Services: 4 Business Hours
	• Informational Only requests or Moves, Adds, Changes (MAC) orders scheduled.	Traditional Support: End of next business day Managed Services: End of next business day

2. Maintenance Support shall include the following items:

- a. Establish remote monitoring via SNMP for hardware and application.
- b. Contractor shall provide ITD access to the monitoring system.
- c. Alarms need to go to an operations office staffed 24 hours a day, 7days a week, 365 days a year.
- d. 24/7, 365 days dispatch center for repairs tied to qualified, certified technicians.
- e. Support and maintenance of the AVST CallXpress unified messaging system equipment; including Operating Systems on servers.
- f. Maintenance on power supply and back-up power options to insure proper functioning to specification.
- g. Technical assistance and updates as needed for software upgrades to insure the hardware and licensing applications remain within compliance with service/warranty levels with manufacturer. All installations and revision upgrades/service packs and patches will need to be performed afterhours.

- h. Technician(s) shall have access to and be able to deliver the hardware and software products required to address repair(s) to comply with time lines, as mentioned in the service agreement.
- i. Technician(s) shall have authorization and proper training certification, as required by manufacturer, to perform maintenance on the devices without violation of warranty.
- j. Equipment supply source for AVST CallXpress unified messaging system:
 - (1) Contractor shall have proven capability to provide 98 percent of parts within seventy-two (72) hours of receipt of outage notification.
- k. Contractor shall coordinate, with other vendors, including other County agencies, when required, for unified messaging network integration and maintenance during installations or upgrades to Avaya telephone systems as requested.
- l. Contractor shall have design engineers and install technicians with experience and knowledge in the following integration methodologies: In-band Integration, SMDI over TCP/IP and or RS-232, SIP and H.323 integration over TCP/IP, TDM, and QSIG.

3. Equipment Replacement

- a. If replacement equipment is needed, the remote engineer and/or on site technician shall relay the information to the appropriate Service Representative to coordinate next steps.
- b. Contractor maintain a full spare parts inventory in South San Francisco.
- c. If the County requires, a spare integration card can be housed at the County office to ensure quick to an outage.

4. Triage of Incident

- a. Once an Incident has been classified and assigned to the appropriate Service Team, a Level One Service Representative shall begin the Triage Process. Based on the priority and initial assessment, a Level One Service Representative shall work to resolve the issue and/or engage a senior technical resource to assist with incident resolution. Issues that are not nearing resolution within the identified timeframe shall be escalated to the next level of support.
- b. Below is a high-level overview of the Contractor's triage process:

- (1) Acknowledge the Incident.
- (2) Gather relevant information about alarm and customer contact/ location.
- (3) Provide initial contact/Alert the customer using identified Customer Contacts.
- (4) Verify Remote access, Initialize remote diagnostics.
- (5) Start the investigation/troubleshooting phase.
- (6) Update Service Order with all pertinent information.
- (7) Remediate or escalate the issue.
- (8) Update customer with the status of the Incident.

5. Alarm Handling Overview – AlarmTriage

- a. An alarm is defined as a notification received from a system monitoring tool that indicates a threshold has been reached, a failure has occurred, or a customer location is experiencing a degraded state.
- b. When an alarm is received by the Level One team in the Contractor's Operations Center, Contractor shall perform the following steps upon receipt:
 - (1) Alarms are received by Contractor from various monitoring tools and/or customer requests.
 - (2) Contractor shall acknowledge the alarm from Alarm Monitoring tool.
 - (3) Contractor shall initiate the information-gathering phase (Gather relevant information about alarm and customer contact/ location).
 - (4) Contractor shall verify Remote access to the equipment, initialize remote diagnostics (Self- resolved issues can be closed/tracked accordingly).
 - (5) Contractor shall start the investigation/troubleshooting phase.
 - (6) If the alarm cannot be resolved in a reasonable amount of triage time or correlated to a customer initiated event, an incident shall be created for continued remediation.

- (7) The Service Representative shall initiate communication with the customer through the duration of the incident. Communication shall include initial receipt/acknowledgement, assessment of potential impact, affected equipment, next steps to be performed and ongoing communication expectations.

6. Incident and Service Request Escalation

- a. If an incident cannot be resolved within the agreed upon timeframes, then more expertise or authority shall be called upon to help resolve the incident.
- b. In the event that a Service Representative is unable to successfully remediate an incident within the defined window, the incident shall be escalated to the next appropriate level by Service Representatives based on their training, experience, and internal procedures.
- c. At times, it may also be necessary to escalate an incident to a Manufacturer for support. In these cases, the Service Representative shall retain ownership until the incident is resolved or needs to be routed for further work.
- d. Lastly, if an incident is not progressing according to the established guidelines, the customer shall request an escalation.
- e. An escalation is the acknowledgement that an incident or service request cannot be resolved at the first point of contact and requires the engagement of more advanced technical resources to achieve successful resolution.

7. Customer Initiated Escalation

- a. Service Representatives shall be available to provide support 24 hours a day, 7 days per week, 365 days per year.
- b. If the County is requesting the escalation of an existing service request or incident the process is as follows:
 - (1) Call the Service Support line at any time.
 - (2) State that this is an escalation of an existing service request and provide the incident/case number if known.
 - (3) Provide the customer name and contact details.

- (4) In the event the Service Support does not respond, then the next level of support should be engaged per the escalation matrix noted below.

Level 1	Service Support		877-869-8111	service@voxns.com
Level 2	Customer Service Supervisor	Christy Ricketson	650-989-1055	cricketson@voxns.com
Level 3	NOC Operations Manager	Phil Murphy	650-989-1029	pmurphy@voxns.com
Level 4	VP of Operations	Craig Schneider	650-989-2722	cschneider@voxns.com
Level 5	President and CEO	Scott Landis	650-989-1030	slandis@voxns.com

8. Deliverables / Reports

- a. Quarterly reports for hardware statistics for metrics performance and hardware port utilization to insure proper maintenance and efficiencies are maintained.

EXHIBIT B

PAYMENT TERMS

1. County will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.

Description	Year 1 Cost	Year 2 Cost	Year 3 Cost
Maintenance support for 7x24x365 remote monitoring/resolution and dispatch (when needed) for repair. Costs based on per integration port unit.	\$113,086.00	\$113,086.00	\$113,086.00

Description	Hourly Rate
Re-occurring Remote Move Add Change (MAC) Technicians	
Monday through Friday 8:00 a.m. to 5:00 p.m.	\$84.00
Monday through Friday after 5:00 p.m. and Saturdays	\$84.00
On Premise Technicians for repair	
Monday through Friday 8:00 a.m. to 5:00 p.m.	\$84.00
Monday through Friday after 5:00 p.m. and Saturdays	\$124.00
Sundays and National Holidays	\$189.00

2. Invoices will be reviewed for approval by the County, Information Technology Division.
3. Total payment under the terms of this Agreement will not exceed the total amount of Three Hundred Thirty Nine Thousand Two Hundred Fifty Eight Dollars (\$339,258). This cost includes all taxes and all other charges.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- **Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;**
- **Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;**
- **Does not have a proposed debarment pending; and**
- **Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.**

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: VOX Network Solutions, Inc.

PRINCIPAL: John Romero **TITLE:** Director, Contracts & Procurement

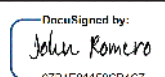
SIGNATURE:  **DATE:** 1/4/2018

EXHIBIT E
SITE INFORMATION GRID

Location	PBX /model and s/w Rev	Current Voicemail Solution and Rev	Current Mailbox Count	Current Port Count	Hours of Operation / Support Requirement
(CAB) Alameda Court House Oakland CA 94612	AVAYA S8720	AVST/CX-E 8.60 (CallXpress) System Server NeverFail-Secondary Server IIS/WPM/Monitoring/Password RightFax	4,459	40 (SIP)	24/7/365 High security Clearance area
(CAB) Foothill Blvd Oakland CA 94605	AVAYA Gateway G650	AVST/CX-E 8.60 (CallXpress) CS Dual Span @ Foothill	971	48	M-F 8:30-5 PM
(CAB) Enterprise Building Oakland CA 94621	AVAYA Gateway(s) G450s/G430s				
(FAH) Fairmont/Sherriff Office San Leandro 94578	AVAYA S8710	AVST/CX-E 8.60 (CallXpress) CS Single Span	1,114	20	24/7/365 High security Clearance area
(HHJ) Hayward Hall of Justice Hayward CA 94544	AVAYA S8710	AVST/CX-E 8.60 (CallXpress) CS Dual Span @ Hayward	1,495	32	M-F 8:30-5 High Security Clearance area
(HHJ) 39439 Paseo Padre Pkwy Fremont CA 94538	AVAYA MCC Tie to HHJ				24/7/365 High security Clearance area
(SRJ) Santa Rita Jail Dublin CA 94568	AVAYA Gateway G650	AVST/CX-E 8.60 (CallXpress) Tertiary System Server-DR (2) CS Dual Span	756	10/CS 96 for DR	24/7/365 High security Clearance area Escort required
(CAB) Broadway, Oakland CA	AVAYA Gateway(s) G450s	AVST/CX-E 8.60 (CallXpress) CS Dual Span (DECOMMISSIONED)	0	26	<i>(ports to be disconnected or migrated over to CAB Server)</i>

EXHIBIT F AVST CALLXPRESS DISTRIBUTED 176 PORTS

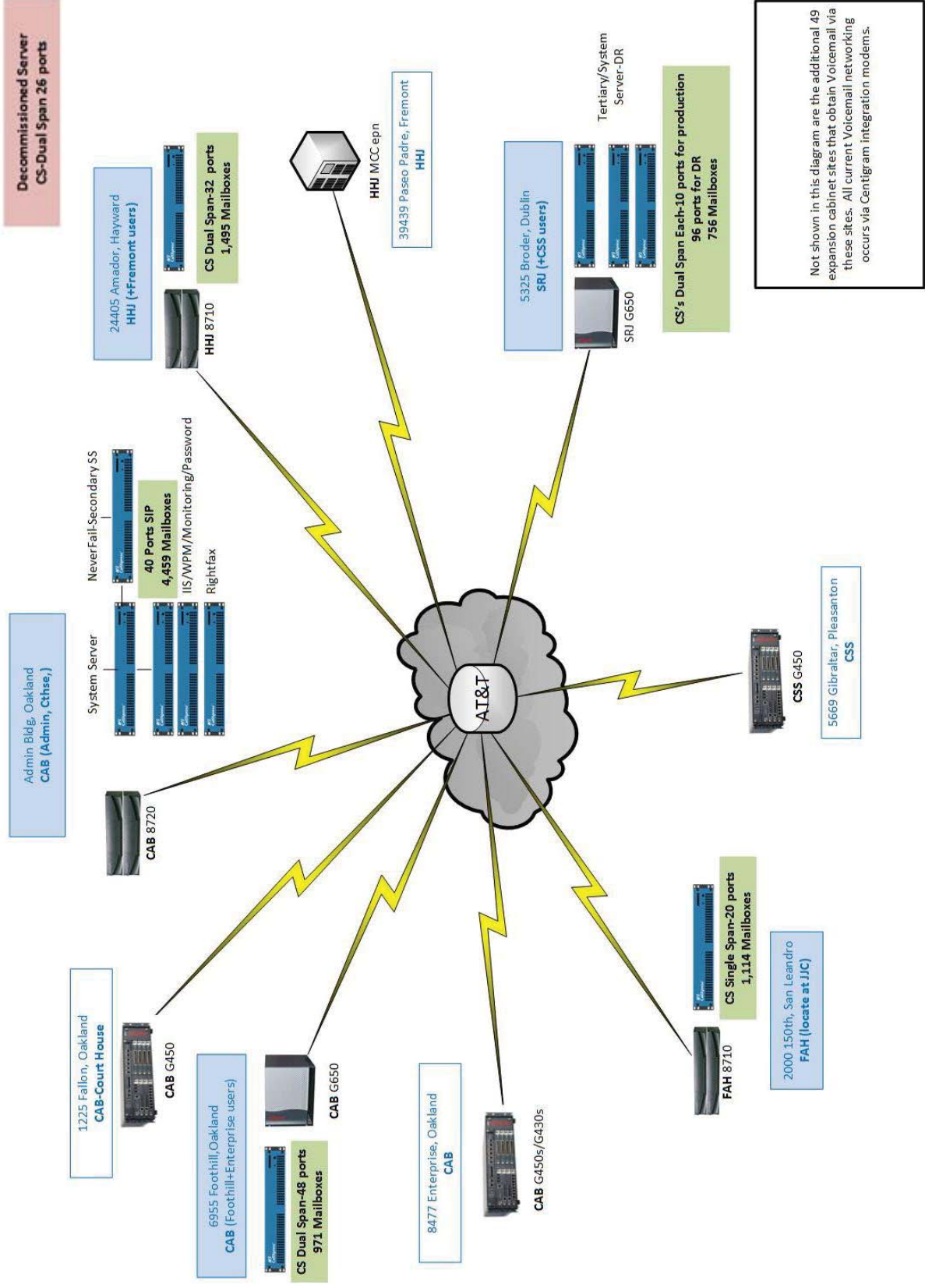


EXHIBIT G

PASSWORD SECURITY COMPLIANCE

Password Security Enhancement

The Sheriff's Office is requiring security changes for access to all Law Enforcement applications to remain compliant with Department of Justice standards. In addition, an internal audit has recommended similar measures be implemented as best practices for access to our many County applications. These measures will require enhancements in the rules that affect the use of 'strong passwords' when accessing major County computer systems. As part of a continual effort to review and enhance security and reduce any vulnerability of county information and systems, ITD will be implementing the recommendations identified as they relate to Strong Passwords. This means that when your password expires after this date, your new password will need to comply with these rules.

Here are the new rules:

Major applications will enforce the following five minimum password rules:

1. Passwords shall be a **minimum** length of 8.
2. They shall contain at least three of the following four combinations: uppercase alpha, lower case alpha, numeric digit, a special character (defined as @, #, or \$ on the mainframe).
3. Passwords shall expire in 90 days.
4. A history of passwords shall be kept for 12 previous passwords to avoid password reuse.
5. You must wait 2 days before changing your password again.

When will this take effect?

The changes will take effect on Sunday, August 29th. When you return to work on Monday, the 30th, you may or may not be affected. If you had recently changed your password then it may not be due to expire for up to 90 days. Those who had not changed their password for at least 90 days would need to change their password on Monday morning when they login that day.

What applications are affected?

Many of the applications already require strong passwords and adhere to the rules noted above, to some extent. This includes network access when you login to your computer, PeopleSoft, and some of our ITD developed applications. All mainframe applications will change to start supporting strong passwords at this time. Also changing at this time are the many Client Server applications that ITD supports as well as ViewDirect used for viewing reports from your Web Browser. Minor changes are also going into effect for ALCOLINK and our network login to comply with all five of the rules.

Examples to help in creating strong passwords

If you are unaccustomed to strong passwords, here are some examples to help you towards developing your own strong password that you can remember. These are only examples and should not be literally used for creating your own password.

Example 1 – Straight forward approach

1. Pick an easy to remember word >> SECRET
2. Add/embed number(s) >> SECRET2
3. Add/embed #,@, or \$ >> SECRET\$2

Example 2 – Substitution approach

The approach substitute letters with other numbers or special characters that you think look similar. For example a T or L is similar to a 7, substitute with 7, an E is like a backward 3, use 3, an S is similar to a 5 or \$, an A or O is similar to an @ and so on.

1. Pick an easy to remember word >> OAKLAND
2. Use your substitution rule >> @AK7AND
3. Add/embed to meet the length >> @AK7AND#

Example 3 - Sentence Substitution

This approach takes an easy to remember sentence and you start with the first letter of each word.

1. Use the first letter in each word of a sentence.
2. Example: The tallest man at work is Tom >> TtmawiT
3. Substitute as in Example 2 >> 77m@w1T
4. Add/embed to meet the length >> 77m@w1T9

Example 4 – Concatenation approach

Concatenate words, numbers or passwords together with special characters.

Remember: the minimum is 8. The maximum is greater except on the mainframe. In this case you'll be able to use the first 8 for the mainframe and the full password on other systems. That way you'll only need to remember one password.

1. Take example 1 and 2 and combine them >> SECRET#2@AK7AND