

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT WITH CONTINUANT, INC. FOR
MAINTENANCE ADVANTAGE PLAN SERVICES**

THIS FIRST AMENDMENT (“Amendment”) is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Continuant, Inc., (hereinafter “Continuant”) a company authorized to conduct business in the State of Texas (collectively referred to as the “parties”).

W I T N E S S E T H

WHEREAS, County and Continuant executed the Addendum to Continuant Maintenance Advantage Plan on or about September 24, 2019 (hereinafter the “Agreement”) attached hereto as Exhibit 1 and incorporated by reference as if set forth herein verbatim. County and Continuant desire to amend said Agreement as set forth below:

- A. **Scope of Services.** Continuant shall render services in accordance with Continuant’s Statement of Work for the Maintenance Advantage Plan (Agreement Number: GSA #GS-35F-552AA), attached hereto as Exhibit 2 and incorporated by reference.
- B. **Term.** The Agreement is hereby renewed, and is effective October 1, 2020, and shall expire no later than September 30, 2021, unless terminated sooner pursuant to the Agreement. This Agreement shall not automatically renew, but may be subsequently renewed in writing upon agreement of the parties.
- C. **Limit of Appropriation.** Continuant’s fees shall be calculated at the rates set forth in the attached Exhibit 2. Continuant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Fifty-Five Thousand, Eight Hundred Sixty-Six and 96/100 dollars (\$55,866.96), specifically allocated to fully discharge any and all liabilities County may incur. Continuant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Continuant may become entitled to and the total maximum sum that County may become liable to pay to Continuant shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Five Thousand, Eight Hundred Sixty-Six and 96/100 dollars (\$55,866.96). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.
- D. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, CONTINUANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN

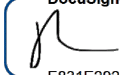
TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

- E. **Modifications.** Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- F. **Conflict.** If there is a conflict among documents, the most recently executed document will prevail with regard to the conflict.

IN WITNESS WHEREOF, this Amendment is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Amendment and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

CONTINUANT, INC.

DocuSigned By:

E831E292D7414A1...

KP George, County Judge

Authorized Agent- Signature

Doug Graham

Date

Authorized Agent- Printed Name

CEO

ATTEST:

Title

8/20/2020 | 11:24 AM PDT

Laura Richard, County Clerk

Date

Exhibit 1: Addendum to Continuant Maintenance Advantage Plan

Exhibit 2: Continuant's Statement of Work for the Maintenance Advantage Plan

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit 1

Exhibit 1

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

ADDENDUM TO CONTINUANT MAINTENANCE ADVANTAGE PLAN

THIS ADDENDUM ("Addendum") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, acting herein by and through its Purchasing Agent, according to V.T.C.A. Local Government Code §262.011(d) on behalf of the Fort Bend County Information Technology department, and Continuant, Inc., ("Continuant"), a company authorized to conduct business in the State of Texas.

WHEREAS, County desires that CONTINUANT provide annual maintenance services related to the County Avaya Phone System ("Services") as described in the Statement of Work and Maintenance Advantage Plan ("Agreement") attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the following changes are incorporated as if a part of the original Agreement incorporated by reference in the same as if fully set forth verbatim herein:

1. **Scope of Service.** CONTINUANT shall render services to County as defined in the Statement of Work, attached hereto as Exhibit "A," and incorporated by reference.
2. **Term.** The term of the agreement shall begin on October 1, 2019 and shall expire on September 30, 2020, and shall not automatically renew. CONTINUANT shall complete the tasks described in the Scope of Work within this time or within such additional time as may be extended by the County in writing.
3. **Payment.** County shall pay each approved invoice within thirty (30) calendar days of receipt of invoice. County reserves the right to withhold payment pending verification of satisfactory work performed.
4. **Limit of Appropriation.** CONTINUANT clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of fifty-one thousand four hundred forty-nine and 68/100 dollars (\$51,449.68), specifically allocated to fully discharge any and all liabilities County may incur. CONTINUANT does further understand and agree, said understanding an agreement also being of the absolute essence of this Agreement, that the total maximum compensation that CONTINUANT may become entitled to and the total maximum sum that County may become liable to pay to CONTINUANT shall not under any conditions, circumstances, or interpretations thereof exceed of fifty-one thousand four hundred forty-nine and 68/100 dollars (\$51,449.68).
5. **Non-appropriation.** It is specifically understood and agreed that in the event no funds or insufficient funds are appropriated by Fort Bend County under this Agreement, Fort Bend County shall notify all necessary parties that this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability or expense to Fort Bend County.
6. **Taxes.** County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.
7. **Modifications.** The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

Exhibit 1

8. **Confidential Information.** CONTINUANT expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by CONTINUANT shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.
9. **Performance Warranty.** CONTINUANT warrants to County that CONTINUANT has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and CONTINUANT will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
10. **Indemnity.** The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless CONTINUANT for any reason are hereby deleted. CONTINUANT shall Indemnify and defend county against all losses, liabilities, claims, causes of action, and other expenses, including reasonable attorney's fees, arising from activities of CONTINUANT, its agents, servants or employees, performed under this agreement that result from the negligent act, error, or omission of CONTINUANT or any of CONTINUANT's agents, servants or employees.
11. **Attorney Fees.** County does not agree to pay any and/or all attorney fees incurred by CONTINUANT in any way associated with the Agreement.
12. **Arbitration.** County does not agree to submit disputes arising out of the Agreement to dispute resolution or binding arbitration.
13. **Applicable Law.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.
14. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content.
 - a. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code. By signature below, CONTINUANT verifies CONTINUANT does not boycott Israel and will not boycott Israel during the term of this Agreement.
 - b. Texas Government Code §2251.152 Acknowledgment. By signature below, CONTINUANT represents pursuant to Section 2252.152 of the Texas Government Code, that CONTINUANT is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

Exhibit 1

15. **Entire Agreement.** This Agreement, together with all agreements between the Parties referenced in this Addendum, embodies the entire understanding between the Parties with respect to the Terms and Conditions, and there are no prior effective representations, warranties or agreements between the Parties with respect to the Terms and Conditions. This Agreement shall supersede and replace all previous agreements pertaining to the Terms and Conditions between any of the Parties. No waiver of any provision hereof shall be effective, unless set forth in a written instrument signed by authorized representatives of each of the Parties.
16. **Conflict.** In the event there is a conflict between this Addendum and the Agreement, this Addendum controls.
17. **Understanding, Fair Construction.** By execution of this Addendum, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

{EXECUTION PAGE FOLLOWS}

{REMAINDER INTENTIONALLY LEFT BLANK}

Exhibit 1

IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Addendum and the exhibits and attachments hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

KP George
KP George, County Judge

CONTINUANT, INC.

DocuSigned by:
[Signature]
Authorized Agent - Signature
Doug Graham

Date 9-24-2019



Authorized Agent - Printed Name
President/CEO

ATTEST:

Laura Richard
Laura Richard, County Clerk

Title
9/16/2019 | 8:52 AM PDT
Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 51,449.68 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

[Signature]
Robert E. Sturdivant, County Auditor

Exhibit A: Scope of Work and Maintenance Advantage Plan

Exhibit 1

Exhibit A

Exhibit 1

Maintenance Advantage Plan

Continuant.

Fort Bend County, TX ("CUSTOMER")

301 Jackson St.
 Richmond , Texas 77469
 (281) 342-3411
 Agreement number: [08232019-TP]
 GSA # GS-35F-552AA

Continuant, Inc ("SUPPLIER")

5050 20th Street East
 Fife , Washington 98424
 (800) 652-9920

*Statement of Work**Maintenance Advantage Plan*

<i>Base Plan Includes</i>	
Event Management	
Incident Management	
Hardware Replacement	
Change Management	
Service Desk	
Service Level Management	
<i>Optional Services</i>	<i>Selected</i>
8/5 Onsite Incident Management	NO
24/7 Onsite Incident Management	YES
Simple Service Request	NO
Complex Service Request	NO
Projects	NO
Onsite Critical Spare Equipment	NO
Telephones & Attendant Console Coverage	NO
Carrier Services Management	NO
Total One Time Fee	\$ 658.00
Term: 12 Months*	\$ 4,232.64 /mo.
* Pricing valid until: 09/23/2019	

Date of Commencement: 10/01/2019

Exhibit 1

Maintenance Advantage Plan

Continuant

**I agree to the terms and
conditions of this
Agreement.**

Customer Signature

Date

Customer Print Signature

Title

Purpose

Scope of Work Purpose

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance Support to the Customer and to document the allocation of responsibilities between the Parties with regard to certain operational processes.

Objectives

Objectives Overview

Continuant will provide Maintenance Support for the Customer's communications environment as agreed upon under this Scope of Work (SOW). The Customer desires to use these services to achieve certain business goals and objectives. The Parties have entered into this SOW to support achievement of the Customer's objectives. The Objectives are as follows:

- Implement consistent services and processes governing the maintenance and management of the Customer's in-scope systems at the in-scope Sites on a global basis.
- Optimize and enhance the Customer's in-scope systems and realize continuous improvement in technology and service levels.
- Provided year-over-year reductions in the count and duration of outages through a high-touch service delivery experience, utilizing highly efficient processes and tools consistent with the IT Infrastructure Library (ITIL) and industry best practices.

Services

Event Management

Continuant will provide 24x7 event management that includes system monitoring and management of events for both TDM and UC equipment where applicable. Continuant will identify critical components in customers' environment and define key events for the specific system components. Continuant will provide structured levels of notifications to the customer for significant events detected in the customers' environment. Continuant Event Management will trigger Incident Management where applicable.

Incident Management

Incident management ensures that normal service operation is restored as quickly as possible and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles.

Remote Incident Management

Remote Incident Management is provided 24/7 and ensures that normal service operation is managed through remote connectivity. Remote incident management activities may include remote diagnostics, troubleshooting, and remote support for onsite personnel. Activities may include:

- Resolve service disruptions and performance degradations on Managed Components.
- Manage incident escalations to ensure timely and high-quality resolution of all issues by monitoring time remaining to meet SLAs.
- Utilize Incident remediation procedures to collect any additional data required to diagnose and match to known errors in Continuant knowledge base.
- Remote labor to repair or replace a failed part or device and the subsequent testing to confirm correct operation of the device and its interface and operation with associated equipment, communication facilities and services.
- Remotely facilitate hardware replacement and software updates determined to be required by Continuant.
- Utilize and update Continuant's ITSM platform with relevant information relating to an Incident.
- Make an initial determination of the potential resolution.
- Resolve as many Incidents as possible during the Authorized User's initial contact with the Service Desk, without transferring the call or using any escalation.
- Resolve Incidents requiring Tier 1-3 Support and close the Incident after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Resolve Incidents arising from or related to the Services, including break/fix Hardware and Software support.
- Retain overall responsibility and ownership of all Incidents until the Incident is closed subject to Customer approval.
- Software support services – includes remote installation assistance and basic usability assistance on minor firmware, patches and bug fixes (all managed components must include Original Equipment Manufacturer (OEM) software support coverage when applicable). Software support services do not include the purchase of subscriptions that provide entitlement and rights to use future minor versions (point releases), future major releases of software, or patches.

Hardware Replacement

Continuant will provide hardware replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where a covered application resides. Telephone sets, power systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier traffic are not included in this agreement unless specifically noted.

Change Management

Change Management is the process of assessing, controlling, managing and performing changes to a customer's infrastructure. The primary goal of this process is to ensure that

changes are properly planned for, communicated, and approved. Change Management will consist of the following services:

- Continuant will follow the Request for Change (RFC) process. Providing the necessary documentation required to fulfill Change Requests. This will include associated plans required to implement the requested changes.

This process will be followed for Standard, Normal, and Emergency changes requested by the customer as agreed upon in this SOW. These changes are as follows:

- Standard – Standard changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Change Advisory Board to be implemented per terms agreed upon with the customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency change should be considered.
- Normal – Normal changes are defined as medium/high risk to business services and therefore must follow the normal change management process. Due to the potential risk and impact, normal changes must be reviewed, prioritized and scheduled by the Change Advisory Board (CAB). The Urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- Emergency – Emergency changes are defined as high risk to the business and required to be implemented as soon as possible – without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These Changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

Service Desk

The Continuant Global Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Global Service Desk. Customer Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting, and diagnostics for Event Management
- Fulfill Service Requests for the "Customer"
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Provide life-cycle management of all service requests and incidents
- Provide Technical Support for general advice and help on covered systems

Network Operation Center Services

While most support organizations provide a one-time network assessment, Continuant provides an on-going assessment to consistently monitor, enhance, and improve the Customer's UC infrastructure.

- 24x7 event monitoring & management
- Perform initial analysis, troubleshooting, and diagnostics for Event Management

Technical Support

Continuant makes available to customers a dedicated team of engineers with OEM certifications to provide across-the-board Unified Communications Technical Support (TAC). TAC is designed to provide technical support for the customer when the customer has a question about their covered environment. Customer can access Continuant TAC when following the below guidelines and attributes:

- Command Instructions
- Terminology Definitions
- Programming/Configurational Vetting
- Does not require changes or programming
- Does not require onsite technical resources
- Does not require scheduled maintenance window
- Does not require discovery
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. All work will be billed at current Time and Material rates that exceed 15 minutes. Continuant will advise the customer of the rates and obtain customer approval before providing further support.

Service Level Management

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Agreements. SLM is also responsible for ensuring that all operational service level agreements and underpinning contracts are appropriate. Continuant will monitor and report on service levels where applicable and provide reports according to an agreed upon schedule. Service Level Agreements (SLAs) apply only to components that are managed exclusively by Continuant within the service. Continuant adheres to the SLAs during the Service Delivery phase. Within the Service Activation Kit (SAK), the Customer and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process. The Service Delivery phase commences upon mutual agreement between Continuant and the Customer that the Service Transition phase is complete and that the Service Delivery phase has been reached.

The following metrics are tracked as Service Level Agreements:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Complete (TTC)

Incident Prioritization: Continuant classifies and prioritizes incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Continuant Incident Management Priorities Matrix

Urgency	Impact				
		Widespread	Large	Localized	Individualized
Critical		P1	P1	P2	P2
High		P1	P2	P2	P3
Medium		P2	P3	P3	P3
Low		P4	P4	P4	P4

Impact Definitions: An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

Widespread – Entire Network is affected (more than three quarters of individuals, sites or devices)

Large – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)

Localized – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)

Individualized – A single user is affected (less than one-quarter of individuals, sites or devices)

Urgency Definition: Urgency defines the criticality of the Incident to Customer's business. Continuant will work with Customer to understand and set the proper Urgency level. There are four Urgency levels:

Critical – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to Customer's business.

High – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to Customer's business.

Medium – Non-critical business function is stopped or severely degraded. There is a possible financial impact to Customer's business.

Low – Non-critical business function is degraded. There is little or no financial impact.

Time to Notify (TTN)

Customers may have specific notification requirements for which the Service will offer a Time to Notify (also known as "Respond") objective. Continuant will respond to incidents and requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

<i>Case contact method</i>	<i>Continuant estimated time to notify to specified contact</i>	<i>Incident or Service Request Level</i>	<i>SLA Target</i>
Event Managements Cases	15 Minutes from event opened date/time	All priority incidents	95%
Phone Call from "Customer"	15 Minutes from call being answered	All priority incidents and service requests	95%
Email from "Customer" to Service Desk	15 Minutes from email received date/time	All priority incidents and service requests	95%
Continuant MyCustomer Portal	15 Minutes from case opened date/time	All priority incidents and service requests	95%

Time to Restore (TTR)

Incidents go through many stages, with restoration being a primary objective. Time to Restore tickets includes all remote incident management activities (alarm or call receipt through restore, excluding maintenance or carrier cycle time). TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs for meeting this objective are as follows:

<i>Incident Level</i>	<i>Time to Restore</i>	<i>SLA Target</i>
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%
P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

SLA measurements exclude the following:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLAs defined obligations.
- SLAs will be paused for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant.
- Delays or faults caused by third party equipment, services or vendors, such as Carriers, in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs.

Time to Complete (TTC)

Continuant has categorized requests based on level of risk, complexity and the amount of time required to complete the request. All Changes are scheduled events and are dependent on coordination with Customer's schedule. A change request must be fully qualified and scheduled with Customer before the Time to Complete metric starts. All custom requests for change are scheduled events and follow the Normal Change Management procedures.

The chart below provides a breakdown of the available categories and durations for three types of requests.

Continuant SLAs for completing requests are as follows:

<i>Change Request</i>	<i>Time to completion from receipt of fully qualified and scheduled change request</i>	<i>SLA Target</i>
Remote Simple	2 business days	95%
Remote Simple – Expedited	8 hours	95%
Complex	Within 5 business days*	95%
Project	No SLA, scheduled	No SLA

**SLA time commences upon Continuant receiving signed quote from Customer.*

**Enhanced entitlements are available at a premium.*

SLA measurements exclude the following:

- Delays caused by Customer in executing the requested change (for example, waiting for response on change window).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLAs defined obligations.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Ticket closure time may be different than change completion time. For example: a ticket may be kept open for review after the change has been executed.

Any Customer-requested changes that are considered by the Customer as "emergency" or "urgent" changes will be treated on a commercially reasonable effort by the Continuant Service Desk and will depend on Continuant engineer availability at the time of submittal. Additional charges may apply.

Additional Managed Services

*Only applies to Optional MAP Services listed on page 1 of this Scope of Work with YES in the "Selected" column.

24/7 Onsite Incident Management

Continuant will provide 24/7 Onsite Support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the lifecycle of all incidents. Activities may include 24/7 Dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included unless they are covered under Hardware Replacement Services). Customer ensures 24/7 access.

Other Information

Continuant Remote Access and Monitoring Platform

The Continuant-owned Secure Access Server (SAS) will allow remote access and monitoring for all managed systems supported by Continuant. The SAS contains all management software and hardware required for the delivery of services. The SAS is securely deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components. During the coverage term, Customers are granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the SAS supplied by Continuant. Customers must return any and all associated SAS materials and connectivity devices to Continuant immediately upon expiration or termination of the agreement. Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for maintenance services. The Continuant SAS security compliance documentation is available upon request.

Asset Management

Continuant's Asset Management standard service will use the Service Activation Kit (SAK) information listed in the Customer Responsibilities section below to capture specific information for the Covered Equipment that includes the following:

- Serial Number
- Model Number
- System Firmware/Operating version
- Physical Location to include;
 - Street Address,
 - Floor Number
 - Room Number
 - Rack Location (if Applicable)
 - Brief description of the location
- Credentials for accessing and resolving issues with the equipment (May require top level admin/root)

Customer Responsibilities

The Customer is responsible for completing a Service Activation Kit (SAK), which provides Continuant the key information critical to success for commencement of maintenance. The Customer will complete tasks defined in the SAK to enable management access to Covered Equipment which may include setting up SNMP traps, and system logs. These activities are both critical and beneficial to the Customer and Continuant as these activities establish a managed connection required for Continuant to resolve incidents and service requests quickly.

Items in the SAK include:

- Customer representative contact name
- Location of the site(s) to be managed
- Location of management applications
- Network connectivity approval and placement detail for the SAS
- Device location and naming scheme
- Management IP addresses and system detail, SNMP community strings
- Access method and credentials (Telnet, Remote Desktop, etc.)
- Management system User names and contact detail
- Installation of the SAS and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- Resource to support the installation activities of the SAS, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
 - Provide suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the SAS.

**Any delay or error by the customer in providing this information could delay commencement date.*

Exhibit 1

Maintenance Advantage Plan

Continuant

Location & Covered Equipment

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
Fort Bend County, TX • DOC: 10/01/2019	Large Server Support (CSS) <ul style="list-style-type: none"> • Avaya ESS – 1 server(s) • Avaya System Manager – 1 server(s) Small Server Support (CSS) <ul style="list-style-type: none"> • Avaya Session Manager – 2 server(s) Contact Center Per User (1 - 49 users) <ul style="list-style-type: none"> • Avaya CMS – 30 agent(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> • Avaya CMS – 30 agent(s) • Aura Messaging – 1,385 user(s) • Avaya CM 6.3 – 2,524 user(s) • Avaya Session Manager – 2 server(s) • ESS – 1 server(s) • Avaya System Manager – 1 server(s) Avaya VM Base Plan <ul style="list-style-type: none"> • Aura Messaging – 1,385 user(s) Avaya PBX Base Plan <ul style="list-style-type: none"> • Avaya CM 6.3 – 2,524 user(s) 	\$ 4,232.64	\$ 50,791.68

The logo for Continuant, featuring the word "Continuant" in a white, sans-serif font against a dark grey background.

1. **TITLE & SECURITY INTEREST:** CONTINUANT may place access equipment or critical spare parts ("CONTINUANT Equipment") at County's sites under the services as defined in the applicable Statement of Work ("Coverage") in order to meet Service Level Objectives and/or to establish remote access. This CONTINUANT Equipment will remain the sole and exclusive property of CONTINUANT. County agrees to assume all risk of loss and to be liable for any damage to the CONTINUANT Equipment from the date of receipt until its return to CONTINUANT. Failure to return the CONTINUANT Equipment in the same condition as it was received will result in invoicing County for the CONTINUANT Equipment's fair market value based on the date the equipment was put onsite.
2. **COVERAGE SERVICE EXCLUSIONS:** Coverage service does not include repair for damages, malfunctions, or performance characteristics caused by: (1) non-CONTINUANT or Original Equipment Manufacturer ("OEM") software or facilities; (2) use of non-CONTINUANT or OEM furnished equipment, software, or facilities with the covered equipment; (3) use of equipment, software, or facilities not covered by CONTINUANT's Coverage; (4) County failure to follow CONTINUANT's installation, operation or maintenance instructions, including County's failure to permit CONTINUANT timely remote access to covered equipment; (5) failure or malfunction of equipment, software, or facilities not under CONTINUANT's Coverage; (6) actions of non-CONTINUANT personnel; (7) power surge, outage, and/or electrical storm; (8) equipment misuse, abuse or mishandling; (9) force Majeure. Unless otherwise specified, Coverage does not include batteries, tapes, and/or other consumables.

Service Levels as defined in the SOW do not apply until system set-up, including remote access, has been completed by CONTINUANT. Any delay by the County that prevents CONTINUANT's ability to set up and establish access to County's system remotely may result in time and material charges for all Incident Management Services.

CONTINUANT does not warrant uninterrupted or error-free operation of the covered equipment. In addition, CONTINUANT is not obligated to provide Coverage if County modifies or uses the covered equipment outside of manufacturer's specifications or for any equipment with a pre-existing condition. Any maintenance issues discovered by CONTINUANT or brought to CONTINUANT's attention by County will be considered pre-existing until the Coverage setup process is completed by CONTINUANT. County-initiated system additions, product moves, or system programming changes or additions are not included under Coverage. CONTINUANT will perform repair or other services not under Coverage at CONTINUANT's standard rates for such service.

County shall notify CONTINUANT prior to relocating covered equipment to a different physical address. Additional charges will apply if CONTINUANT incurs costs as a result of relocation of covered equipment.
3. **COUNTY RESPONSIBILITIES:** County agrees to: (1) provide the proper environment, electrical and network connections; (2) provide remote access to the equipment under Coverage, and/or a work space for covered equipment; (3) maintain a procedure external to the software program(s) and host equipment for reconstruction of lost or altered files, data, and programs; (4) provide CONTINUANT a list of any covered equipment with pre-existing conditions, that is, equipment suspected or known to have problems or issues in the past; (5) provide passwords necessary to access County's equipment under Coverage; and (6) authorize CONTINUANT, its employees, and affiliates to act on County's behalf regarding non-financial or contractually obligating matters with related third party providers and vendors as necessary to provide the Coverage.
4. **COVERAGE CANCELLATION:** Either party may cancel Coverage under any SOW, in whole or in part, or as to any of County's covered sites at any time, by providing a sixty (60) days' written notice to cancel, and by paying applicable cancellation charges.
5. **FORCE MAJEURE:** Neither Party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes including acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not with reasonable diligence be controlled or prevented by the Party.
6. **COUNTY DEFAULT:** County will be in default of County's obligations under the Agreement if County breaches the material terms that follow (collectively the "Material Terms") including, but not limited to: (1) County failure to make payment by the due date; and (2) County failure to perform County non-monetary obligations. If County fails to perform any Material Term or condition of this Agreement, CONTINUANT shall notify County of the breach in writing, and County has thirty (30) days to cure the breach.

If County's breach is not cured in thirty (30) days, County will be in final default and CONTINUANT may cancel this Agreement immediately and exercise any available rights.

Exhibit 1

**AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

The Continuant Maintenance Advantage Plan (MAP) is an innovative, affordable alternative to manufacturer's maintenance plans. Providing direct, anytime access to certified technical experts, rapid hardware replacement, and industry-leading "time to restore" service level agreements, Continuant MAP helps you maximize the uptime and efficiency of your telecommunication infrastructure.

Special Item No. 132-12 Equipment Maintenance

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SPECIAL ITEM NUMBER 132-12 - EQUIPMENT MAINTENANCE

FSC/PSC Class J070 - Maintenance and Repair Service) (Repair Parts/Spare Parts - See FSC Class for basic equipment)
FSC/PSC Class J058 - Maintenance and Repair of Communication Equipment

Offered Services include:

- Maintenance
- Repair Service
- Repair Parts/Spare Parts
- Third Party Maintenance

Continuant Inc.
5050 20th St E, Fife WA 98424
206-575-9100
www.continuant.com

Contract Number: GS-35F-552AA

Period Covered by Contract: Sept. 13, 2013 to Sept. 12, 2018

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #A345 dated September 30, 2013.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsaadvantage.gov>).

Exhibit 1

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
 The Geographic Scope of Contract will be overseas delivery only.
 The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number I32-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

Continuant Inc., 5050 20th St E, Fife WA 98424

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
 800-652-9920

Exhibit 1

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 602400785
Block 30: Type of Contractor: C. Large Business
Block 31: Woman-Owned Small Business - NO
Block 37: Contractor's Taxpayer Identification Number (TIN): 91-1892879

- 4a. CAGE Code: 42CV1
- 4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

- a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-12	30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

- 7. **DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted.
Prices shown are NET Prices; Basic Discounts have been deducted. Commercial customers receive a volume discount from 0% to 40%. State and Local Customers receive a flat 35% discount. GSA customers receive a 42.75%
Prompt pay discounts are not offered.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

Exhibit 1

9. **STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

10. **Small Requirements:** The minimum dollar of orders to be issued is \$50.00.

11. **MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-12 - Equipment Maintenance

12. **ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS**

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS**

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):**

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

Exhibit 1

- (a) **Security Clearances:** The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) **Travel:** The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. **CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:** Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

Exhibit 1

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(t).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Exhibit 1

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.continuant.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Exhibit 1

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, RADIO/TELEPHONE EQUIPMENT, (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 (**insert miles**) mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

5050 20th St E, Fife WA 98424

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

Exhibit 1

- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
 - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

Exhibit 1

b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be negotiated at the Task Order level.

None

e. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

9. REPAIR SERVICE RATE PROVISIONS

a. CHARGES. Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. MULTIPLE MACHINES. When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

Exhibit 1

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	½ hour	\$89.00	\$133.50	\$178.00
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	2 hour	\$89.00	\$133.50	\$178.00

Exhibit 1

**ORDERING ACTIVITY LOCATION
(OUTSIDE ESTABLISHED
SERVICE AREAS)**

2 hour \$89.00 \$133.50 \$178.00

*MINIMUM CHARGES INCLUDE ___ FULL HOURS ON THE JOB.

**FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated _____, at a discount of _____% from such listed prices.

11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 1 year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year or as warranted by the manufacturer.

12. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

Exhibit 1

Prices are billed p/port, p/month. * Prices are billed p/unit, p/month. ** Prices are billed p/user, p/month.

Product	GSA Price with IFF
MAINT-AVAYA	\$ 1.36
MAINT-PBX	\$ 1.16
MAINT-PBX-AVAYA	\$ 1.36
MAINT-PBX-NORTEL	\$ 0.98
MAINT-SIEMENS	\$ 1.16
MAINT-NORTEL	\$ 0.98
MAINT-SMALL-SYSTEM *	\$ 28.26
MAINT-KEY	\$ 1.14
MAINT-KEY-VM	\$ 5.19
MAINT-MAP-ESS-PBX	\$ 0.70
MAINT-MAP-ESS-PBX-AVAYA	\$ 0.82
MAINT-MAP-ESS-PBX-NORTEL	\$ 0.59
MAINT-MAP-ESS-PBX-VM	\$ 3.75
MAINT-MAP-ESS-PBX-VM-AVAYA	\$ 5.19
MAINT-MAP-ESS-PBX-VM-NORTEL	\$ 0.23
MAINT-MOD-MSG	\$ 0.38
MAINT-MOD-MSG-E	\$ 0.23
MAINT-PAGING	\$ 0.55
VXTRACKER-MAINTENANCE	\$ 0.12
MAINT-AVAYA-VM	\$ 8.65
MAINT-NORTEL-VM	\$ 6.26
MAINT-PBX-VM	\$ 8.65
MAINT-SIEMENS-VM	\$ 6.26
MAINT-VM	\$ 6.26
MAINT-VMSYS **	\$ 0.37
MAINT-ADJUNCT-NORTELSYM *	\$ 72.10
MAINT-ADJUNCT-NORTELSYMEX *	\$ 25.96
MAINT-ADJUNCT-SIEMENS *	\$ 72.10
MAINT-CMS-LARGE *	\$ 533.53
MAINT-CMS-SMALL *	\$ 237.64
MAINT-SPECTRALINK *	\$ 7.07
MAINT-TRANSTALK *	\$ 8.94
MAINT-24/7 COVERAGE	\$ 0.06
MAINT-CRITICALSPARES	\$ 0.12
MAINT-TERMINAL	\$ 0.13
MAINT-TROUBLESHOOTING	\$ 0.16

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Jon Shelby, 1-800-652-9920, jons@continuant.com, 1-800-652-9960

Exhibit 1

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

(1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

(3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

(4) This BPA does not obligate any funds.

(5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

(6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

(7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

(8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;

Exhibit 1

- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

Exhibit 1

**BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"**

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

Exhibit 2

Maintenance Advantage Plan



Fort Bend County, TX ("CUSTOMER")

301 Jackson St.
 Richmond , Texas 77469
 (281) 342-3411
 Agreement number: [GSA #GS-35F-552AA]

Continuant, Inc ("SUPPLIER")

5050 20th Street East
 Fife , Washington 98424
 (800) 652-9920

Statement of Work

Maintenance Advantage Plan

<i>Base Plan Includes</i>	
Event Management	
Incident Management	
Hardware Replacement	
Change Management	
Service Desk	
Service Level Management	
<i>Optional Services</i>	<i>Selected</i>
8/5 Onsite Incident Management	NO
24/7 Onsite Incident Management	YES
Simple Service Request	NO
Complex Service Request	NO
Projects	NO
Onsite Critical Spare Equipment	NO
Telephones & Attendant Console Coverage	NO
Carrier Services Management	NO
Term: 12 Months*	\$ 4,655.58 /mo.
<i>* Pricing valid until: 10/31/2020</i>	

Date of Commencement: 10/01/2020

I agree to the terms and conditions of this Agreement.

Customer Signature Date

Customer Print Signature Title

Purpose

Scope of Work Purpose

The purpose of this Scope of Work is to document the scope of tasks Continuant shall undertake and responsibilities that Continuant shall assume as part of its obligation to provide Maintenance Support to the Customer and to document the allocation of responsibilities between the Parties with regard to certain operational processes.

Objectives

Objectives Overview

Continuant will provide Maintenance Support for the Customer's communications environment as agreed upon under this Scope of Work (SOW). The Customer desires to use these services to achieve certain business goals and objectives. The Parties have entered into this SOW to support achievement of the Customer's objectives. The Objectives are as follows:

- Implement consistent services and processes governing the maintenance and management of the Customer's in-scope systems at the in-scope Sites on a global basis.
- Optimize and enhance the Customer's in-scope systems and realize continuous improvement in technology and service levels.
- Provided year-over-year reductions in the count and duration of outages through a high-touch service delivery experience, utilizing highly efficient processes and tools consistent with the IT Infrastructure Library (ITIL) and industry best practices.

Services

Event Management

Continuant will provide 24x7 event management that includes system monitoring and management of events for both TDM and UC equipment where applicable. Continuant will identify critical components in customers' environment and define key events for the specific system components. Continuant will provide structured levels of notifications to the customer for significant events detected in the customers' environment. Continuant Event Management will trigger Incident Management where applicable.

Incident Management

Incident management ensures that normal service operation is restored as quickly as possible and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles.

Remote Incident Management

Exhibit 2

Remote Incident Management is provided 24/7 and ensures that normal service operation is managed through remote connectivity. Remote incident management activities may include remote diagnostics, troubleshooting, and remote support for onsite personnel. Activities may include:

- Resolve service disruptions and performance degradations on Managed Components.
- Manage incident escalations to ensure timely and high-quality resolution of all issues by monitoring time remaining to meet SLAs.
- Utilize Incident remediation procedures to collect any additional data required to diagnose and match to known errors in Continuant knowledge base.
- Remote labor to repair or replace a failed part or device and the subsequent testing to confirm correct operation of the device and its interface and operation with associated equipment, communication facilities and services.
- Remotely facilitate hardware replacement and software updates determined to be required by Continuant.
- Utilize and update Continuant's ITSM platform with relevant information relating to an Incident.
- Make an initial determination of the potential resolution.
- Resolve as many Incidents as possible during the Authorized User's initial contact with the Service Desk, without transferring the call or using any escalation.
- Resolve Incidents requiring Tier 1-3 Support and close the Incident after receiving confirmation from the affected Authorized User that the Incident has been resolved.
- Resolve Incidents arising from or related to the Services, including break/fix Hardware and Software support.
- Retain overall responsibility and ownership of all Incidents until the Incident is closed subject to Customer approval.
- Software support services – includes remote installation assistance and basic usability assistance on minor firmware, patches and bug fixes (all managed components must include Original Equipment Manufacturer (OEM) software support coverage when applicable). Software support services do not include the purchase of subscriptions that provide entitlement and rights to use future minor versions (point releases), future major releases of software, or patches.

Hardware Replacement

Exhibit 2

Continuant will provide hardware replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where a covered application resides. Telephone sets, power systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier traffic are not included in this agreement unless specifically noted.

Change Management

Change Management is the process of assessing, controlling, managing and performing changes to a customer's infrastructure. The primary goal of this process is to ensure that changes are properly planned for, communicated, and approved. Change Management will consist of the following services:

- Continuant will follow the Request for Change (RFC) process. Providing the necessary documentation required to fulfill Change Requests. This will include associated plans required to implement the requested changes.

This process will be followed for Standard, Normal, and Emergency changes requested by the customer as agreed upon in this SOW. These changes are as follows:

- Standard – Standard changes are defined as well-known, repeatable and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the Change Advisory Board to be implemented per terms agreed upon with the customer. If the Service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency change should be considered.
- Normal – Normal changes are defined as medium/high risk to business services and therefore must follow the normal change management process. Due to the potential risk and impact, normal changes must be reviewed, prioritized and scheduled by the Change Advisory Board (CAB). The Urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- Emergency – Emergency changes are defined as high risk to the business and required to be implemented as soon as possible – without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to

Exhibit 2

address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures where applicable to reduce the associated risk. These Changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

Service Desk

The Continuant Global Service Desk will be the primary communication point for services. The Customer will have several ways of interacting with the Global Service Desk. Customer Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting, and diagnostics for Event Management
- Fulfill Service Requests for the “Customer”
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Provide life-cycle management of all service requests and incidents
- Provide Technical Support for general advice and help on covered systems

Network Operation Center Services

While most support organizations provide a one-time network assessment, Continuant provides an on-going assessment to consistently monitor, enhance, and improve the Customer’s UC infrastructure.

- 24x7 event monitoring & management
- Perform initial analysis, troubleshooting, and diagnostics for Event Management

Technical Support

Continuant makes available to customers a dedicated team of engineers with OEM certifications to provide across-the-board Unified Communications Technical Support (TAC). TAC is designed to provide technical support for the customer when the customer has a question about their covered environment. Customer can access Continuant TAC when following the below guidelines and attributes:

- Command Instructions
- Terminology Definitions

Exhibit 2

- Programming/Configurational Vetting
- Does not require changes or programming
- Does not require onsite technical resources
- Does not require scheduled maintenance window
- Does not require discovery
- Can be completed in 15 minutes or less.

Continuant TAC will stop at 15 minutes. All work will be billed at current Time and Material rates that exceed 15 minutes. Continuant will advise the customer of the rates and obtain customer approval before providing further support.

Service Level Management

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Agreements. SLM is also responsible for ensuring that all operational service level agreements and underpinning contracts are appropriate. Continuant will monitor and report on service levels where applicable and provide reports according to an agreed upon schedule. Service Level Agreements (SLAs) apply only to components that are managed exclusively by Continuant within the service. Continuant adheres to the SLAs during the Service Delivery phase. Within the Service Activation Kit (SAK), the Customer and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process. The Service Delivery phase commences upon mutual agreement between Continuant and the Customer that the Service Transition phase is complete and that the Service Delivery phase has been reached.

The following metrics are tracked as Service Level Agreements:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Complete (TTC)

Incident Prioritization: Continuant classifies and prioritizes incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Continuant Incident Management Priorities Matrix

Exhibit 2

	<i>Impact</i>				
<i>Urgency</i>		Widespread	Large	Localized	Individualized
	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Impact Definitions: An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

Widespread – Entire Network is affected (more than three quarters of individuals, sites or devices)

Large – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)

Localized – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)

Individualized – A single user is affected (less than one-quarter of individuals, sites or devices)

Urgency Definition: Urgency defines the criticality of the Incident to Customer's business. Continuant will work with Customer to understand and set the proper Urgency level. There are four Urgency levels:

Critical – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to Customer's business.

High – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to Customer's business.

Medium – Non-critical business function is stopped or severely degraded. There is a possible financial impact to Customer's business.

Low – Non-critical business function is degraded. There is little or no financial impact.

Exhibit 2

Time to Notify (TTN)

Customers may have specific notification requirements for which the Service will offer a Time to Notify (also known as “Respond”) objective. Continuant will respond to incidents and requests raised through the management platform by electronically notifying a specified Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

<i>Case contact method</i>	<i>Continuant estimated time to notify to specified contact</i>	<i>Incident or Service Request Level</i>	<i>SLA Target</i>
Event Managements Cases	15 Minutes from event opened date/time	All priority incidents	95%
Phone Call from “Customer”	15 Minutes from call being answered	All priority incidents and service requests	95%
Email from “Customer” to Service Desk	15 Minutes from email received date/time	All priority incidents and service requests	95%
Continuant MyCustomer Portal	15 Minutes from case opened date/time	All priority incidents and service requests	95%

Time to Restore (TTR)

Incidents go through many stages, with restoration being a primary objective. Time to Restore tickets includes all remote incident management activities (alarm or call receipt through restore, excluding maintenance or carrier cycle time). TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs for meeting this objective are as follows:

<i>Incident Level</i>	<i>Time to Restore</i>	<i>SLA Target</i>
P1 Incidents	4 Hours	95%
P2 Incidents	12 Hours	95%

Exhibit 2

P3 Incidents	72 Hours	95%
P4 Incidents	120 Hours	95%

SLA measurements exclude the following:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLAs defined obligations.
- SLAs will be paused for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant.
- Delays or faults caused by third party equipment, services or vendors, such as Carriers, in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs.

Time to Complete (TTC)

Continuant has categorized requests based on level of risk, complexity and the amount of time required to complete the request. All Changes are scheduled events and are dependent on coordination with Customer's schedule. A change request must be fully qualified and scheduled with Customer before the Time to Complete metric starts. All custom requests for change are scheduled events and follow the Normal Change Management procedures.

The chart below provides a breakdown of the available categories and durations for three types of requests.

Continuant SLAs for completing requests are as follows:

Exhibit 2

<i>Change Request</i>	<i>Time to completion from receipt of fully qualified and scheduled change request</i>	<i>SLA Target</i>
Remote Simple	2 business days	95%
Remote Simple – Expedited	8 hours	95%
Complex	Within 5 business days*	95%
Project	No SLA, scheduled	No SLA

**SLA time commences upon Continuant receiving signed quote from Customer.*

**Enhanced entitlements are available at a premium.*

SLA measurements exclude the following:

- Delays caused by Customer in executing the requested change (for example, waiting for response on change window).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLAs defined obligations.
- Other factors outside of Continuant’s reasonable control for which Continuant is not responsible.
- Ticket closure time may be different than change completion time. For example: a ticket may be kept open for review after the change has been executed.

Any Customer-requested changes that are considered by the Customer as “emergency” or “urgent” changes will be treated on a commercially reasonable effort by the Continuant Service Desk and will depend on Continuant engineer availability at the time of submittal. Additional charges may apply.

Additional Managed Services

*Only applies to Optional MAP Services listed on page 1 of this Scope of Work with YES in the “Selected” column.

24/7 Onsite Incident Management

Continuant will provide 24/7 Onsite Support that ensures normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local

technicians. Continuant is responsible for managing the lifecycle of all incidents. Activities may include 24/7 Dispatch of local technicians for diagnostics, troubleshooting and/or parts replacement (parts not included unless they are covered under Hardware Replacement Services). Customer ensures 24/7 access.

Other Information

Continuant Remote Access and Monitoring Platform

The Continuant-owned Secure Access Server (SAS) will allow remote access and monitoring for all managed systems supported by Continuant. The SAS contains all management software and hardware required for the delivery of services. The SAS is securely deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components. During the coverage term, Customers are granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the SAS supplied by Continuant. Customers must return any and all associated SAS materials and connectivity devices to Continuant immediately upon expiration or termination of the agreement. Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for maintenance services. The Continuant SAS security compliance documentation is available upon request.

Asset Management

Continuant's Asset Management standard service will use the Service Activation Kit (SAK) information listed in the Customer Responsibilities section below to capture specific information for the Covered Equipment that includes the following:

- Serial Number
- Model Number
- System Firmware\Operating version
- Physical Location to include;
 - Street Address,
 - Floor Number
 - Room Number
 - Rack Location (if Applicable)
 - Brief description of the location
- Credentials for accessing and resolving issues with the equipment (May require top level admin/root)

Customer Responsibilities

The Customer is responsible for completing a Service Activation Kit (SAK), which provides Continuant the key information critical to success for commencement of maintenance. The Customer will complete tasks defined in the SAK to enable management access to Covered Equipment which may include setting up SNMP traps, and system logs. These activities are both critical and beneficial to the Customer and Continuant as these activities establish a managed

Exhibit 2

connection required for Continuant to resolve incidents and service requests quickly.
Items in the SAK include:

- Customer representative contact name
- Location of the site(s) to be managed
- Location of management applications
- Network connectivity approval and placement detail for the SAS
- Device location and naming scheme
- Management IP addresses and system detail, SNMP community strings
- Access method and credentials (Telnet, Remote Desktop, etc.)
- Management system User names and contact detail
- Installation of the SAS and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- Resource to support the installation activities of the SAS, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
 - Provide suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the SAS.

**Any delay or error by the customer in providing this information could delay commencement date.*

Exhibit 2

Location & Covered Equipment

Location Name	Services & Equipment	Paid Monthly	Paid Annually
Blume Road/Engineering • DOC: 10/01/2020	Avaya PBX Base Plan • Media Gateway 19 – 51 user(s) 24/7 Onsite Incident Management • Media Gateway 19 – 51 user(s)	\$ 70.38	\$ 844.56
Dairy Ashford • DOC: 10/01/2020	Avaya PBX Base Plan • Media Gateway 8 – 9 user(s) 24/7 Onsite Incident Management • Media Gateway 8 – 9 user(s)	\$ 50.00	\$ 600.00
Emily Court • DOC: 10/01/2020	Avaya PBX Base Plan • Media Gateway 9 – 7 user(s) 24/7 Onsite Incident Management • Media Gateway 9 – 7 user(s)	\$ 50.00	\$ 600.00
Extension Services • DOC: 10/01/2020	Avaya PBX Base Plan • Media Gateway 13 – 91 user(s) 24/7 Onsite Incident Management • Media Gateway 13 – 91 user(s)	\$ 125.58	\$ 1,506.96
JP Needville • DOC: 10/01/2020	Avaya PBX Base Plan • Media Gateway 20 – 18 user(s) 24/7 Onsite Incident Management • Media Gateway 20 – 18 user(s)	\$ 50.00	\$ 600.00
Jane Long (Main) • DOC: 10/01/2020	24/7 Onsite Incident Management • System Manager – 1 server(s) • ESS – 1 server(s) • Session Manager – 2 server(s) • Avaya CMS – 30 agent(s) • Avaya CM 6.3 – 1,727 user(s) • Avaya Aura Messaging – 1,478 user(s) Contact Center Per User (1 - 49 users) • Avaya CMS – 30 agent(s) Large Server Support (CSS) • ESS – 1 server(s) • Session Manager – 2 server(s) Avaya VM Base Plan • Avaya Aura Messaging – 1,478 user(s) Avaya PBX Base Plan • Avaya CM 6.3 – 1,727 user(s) Small Server Support (CSS) • System Manager – 1 server(s)	\$ 3,369.30	\$ 40,431.60
Justice Center • DOC: 10/01/2020	Avaya PBX Base Plan	\$ 142.14	\$ 1,705.68

Exhibit 2

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
	<ul style="list-style-type: none"> Media Gateway 1, 2 – 103 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 1, 2 – 103 user(s) 		
Juvenile <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 17 – 112 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 17 – 112 user(s) 	\$ 154.56	\$ 1,854.72
Needville R&B <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 12 – 24 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 12 – 24 user(s) 	\$ 50.00	\$ 600.00
PCT (precinct) 1 <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 3 – 29 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 3 – 29 user(s) 	\$ 50.00	\$ 600.00
PCT (precinct) 2 <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 7 – 29 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 7 – 29 user(s) 	\$ 50.00	\$ 600.00
PCT (precinct) 3 <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 15 – 30 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 15 – 30 user(s) 	\$ 50.00	\$ 600.00
R&B Beechnut <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 16 – 20 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 16 – 20 user(s) 	\$ 50.00	\$ 600.00
R&B Crabb <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 14 – 46 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 14 – 46 user(s) 	\$ 63.48	\$ 761.76
Rosenberg Annex <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 18 – 143 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 18 – 143 user(s) 	\$ 197.34	\$ 2,368.08
Rosenberg Bootcamp <ul style="list-style-type: none"> DOC: 10/01/2020 	Avaya PBX Base Plan <ul style="list-style-type: none"> Media Gateway 21 – 13 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none"> Media Gateway 21 – 13 user(s) 	\$ 50.00	\$ 600.00
Tax Office			

Exhibit 2

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
<ul style="list-style-type: none">• DOC: 10/01/2020	Avaya PBX Base Plan <ul style="list-style-type: none">• Media Gateway 11 – 60 user(s) 24/7 Onsite Incident Management <ul style="list-style-type: none">• Media Gateway 11 – 60 user(s)	\$ 82.80	\$ 993.60