

STATE OF TEXAS

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COUNTY OF FORT BEND

KNOW ALL MEN BY THESE PRESENTS:

**AGREEMENT FOR PROFESSIONAL
INFORMATION TECHNOLOGY SERVICES
DIR-SDD-272**

THIS AGREEMENT is made and entered into by and between the Fort Bend County, a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, hereinafter referred to as "County" and Walker.com Inc, hereinafter referred to as "Contractor," authorized to conduct business in the State of Texas.

WITNESSETH:

WHEREAS, County desires that Contractor provide professional information technology services in connection with the Sugar Land Branch Library and the Missouri City Branch Library, hereinafter referred to as “the Project;” and,

WHEREAS, Contractor represents that it is qualified and desires to perform such services; and,

WHEREAS, County has determined that this Agreement is for personal or professional services and therefore exempt from competitive bidding under Chapter 262, LOCAL GOVERNMENT CODE; and

NOW, THEREFORE, County and Contractor, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION I CHARACTER AND EXTENT OF SERVICES

- 1.01 Contractor shall to provide the services described in Exhibit A, Scope of Work from Contractor, incorporated by reference as if set forth verbatim herein for all purposes.
- 1.02 Contractor agrees to complete the services called for in this Agreement as follows: Contractor will execute all aspects of this Agreement by August 15, 2010, with the following exception final adjustments for phone features and functionality (e.g. hunt groups, number of rings, rollovers, etc.) will be done by Contractor no more than 30 days after each system is installed, testing complete and in production.
- 1.03 County shall designate a single point of contact (SPOC) for Contractor who shall have a thorough understanding of business requirements and technical environment and shall be authorized to make binding decisions on County's behalf.

SECTION II

CONTRACTOR'S COMPENSATION

- 2.01 For and in consideration of the services rendered by Contractor, and subject to the limit of appropriation under Section VI, County shall pay to Contractor an amount not to exceed \$41,931.88 including reimbursable expenses, if any.

- 2.02 Contractor shall submit invoices to County and County shall pay each invoice within thirty (30) days after the County Project Manager's written approval provided however, that the approval or payment of any invoice shall not be considered to be conclusive evidence of performance by Contractor to the point indicated by such invoice or of receipt or acceptance by County of the services covered by such invoice.
- 2.03 Contractor's fees shall be calculated at rates not to exceed the amounts included in Exhibit A, incorporated by reference herein as if set-forth verbatim.

SECTION III TERMINATION

- 3.01 County may terminate this Agreement at any time by providing ten (10) days written notice to the Contractor.
- 3.02 Upon receipt of such notice, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 3.03 Within thirty (30) days after receipt of notice of termination, the Contractor shall submit a statement, showing in detail the services performed under this Agreement to the date of termination.
- 3.04 County shall then pay Contractor that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of charges as have been previously made.
- 3.05 Copies of all completed or partially completed designs, drawings, electronic data files and specifications prepared under this Agreement shall be delivered to County when and if this Agreement is terminated in the manner and for the purposes provided in this Agreement.

SECTION IV INSURANCE

Contractor shall, prior to performing billable services and for the duration of term of this Agreement, keep in full force and effect a policy of general liability insurance of not less than \$1,000,000.00 for each claim aggregate, which shall be approved by the Fort Bend County Risk Management Department prior to purchase. The policy shall contain a clause that the insurer will not cancel or change the insurance without first giving County ten (10) days prior written notice. The insurance shall be in a company acceptable to the Fort Bend County Risk Management Department and a copy of the policy or certification of insurance shall be delivered to the Fort Bend County Risk Management Department as soon as available.

SECTION V NOTICE

- 5.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or Contractor at the addresses set forth below.

- 5.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.
- 5.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:
- A. If to Contractor:
Walker.com Inc.
2213 Garden Road
Pearland, Texas 77581
281-997-5750 – Fax
Attn: Rick Jacoby
- B. If to County notice must be sent to both the Fort Bend County Purchasing Agent and County Project Manager:
- Fort Bend County Purchasing Department
Gilbert D. Jalomo, Jr., CPPB
4520 Reading Road, Suite A
Rosenberg, Texas 77471
- Jill Cherie Sumpter
Technology Coordinator
Fort Bend County Libraries
1001 Golfview
Richmond, Texas 77469
- 5.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION VI LIMIT OF APPROPRIATION

- 6.01 Prior to the execution of this Agreement, Contractor has been advised by County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to this contract, that County shall have available the total maximum sum of \$41,931.88, including reimbursable expenses, if any, specifically allocated to fully discharge any and all liabilities which may be incurred by County.
- 6.02 Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this contract, that the total maximum compensation that Contractor may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Contractor hereunder shall not under any conditions, circumstances or interpretations thereof exceed the sum of \$41,931.88.

SECTION VII SUCCESSORS AND ASSIGNS

- 7.01 County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement.

- 7.02 Neither County nor Contractor shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other.
- 7.03 Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public and/or governmental body that may be a party hereto.

SECTION VIII PUBLIC CONTACT

- 8.01 Contact with the news media, citizens of Fort Bend County or governmental agencies shall be the sole responsibility of County.
- 8.02 Under no circumstances, whatsoever, shall Contractor release any material or information developed in the performance of its services hereunder without the express written permission of County, except where required to do so by law.

SECTION IX COMPLIANCE AND STANDARDS

Contractor shall render the services hereunder in accordance with generally accepted standards of Contractors practicing in Fort Bend County, Texas applicable thereto and shall use that customary degree of care and skill commensurate with the profession similar to the Project to comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services to be rendered hereunder, and Contractor's performance.

SECTION X OWNERSHIP OF DOCUMENTS

- 10.01 County shall be the absolute and unqualified owner of all drawings, preliminary layouts, record drawings, reports, sketches and other documents prepared pursuant to this Agreement by the Contractor and his Consultants (deliverables).
- 10.02 No reuse fees or royalty payments will be paid to the Contractor in connection with future reuse or adaptation of designs derived under this contract.
- 10.03 Copies of all complete or partially completed mylar reproducible, preliminary layouts, record drawings, reports, digital files, sketches and other documents prepared pursuant to this Agreement shall be delivered to County when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first, as provided in this Agreement.
- 10.04 Contractor is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, or from duplicating the appearance of the Project depicted in the deliverables for any without the prior express written permission of County.
- 10.05 The documents referenced in this Section are not intended or presented by the Contractor to be suitable for reuse by County or others on extensions of this Project or on other unrelated projects.
- 10.06 Any adaptation or use by County of such documents on extension of this Project or other unrelated projects shall be at County's sole risk.

SECTION XI
INDEMNIFICATION

- 11.01 CONTRACTOR SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF THE CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.
- 11.02 CONTRACTOR SHALL ALSO SAVE HARMLESS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES THAT MIGHT BE IMPOSED ON COUNTY AS THE RESULT OF SUCH ACTIVITIES BY CONTRACTOR, ITS AGENTS, CONSULTANTS OR EMPLOYEES.

SECTION XII
MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

SECTION XIII
MISCELLANEOUS

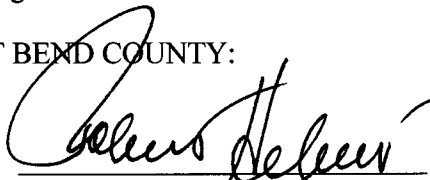
- 13.01 By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those specifically set out in this Agreement.
- 13.02 Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- 13.03 Contractor agrees and understands that: by law, the Fort Bend County Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients; the Fort Bend County Attorney's Office may not advise or approve a contract or other legal document on behalf of any other party not its client; the Fort Bend County Attorney's Office has reviewed this document solely from the legal perspective of its client; the approval of this document by the Fort Bend County Attorneys Office was offered solely to benefit its client; Contractor and other parties should not rely on this approval and should seek review and approval by their own respective legal counsel.
- 13.04 If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

SECTION XIV
EXECUTION

This Agreement shall become effective on the date executed by County.

FORT BEND COUNTY:

By:


Robert E. Hebert, County Judge

Date:

June 22, 2010

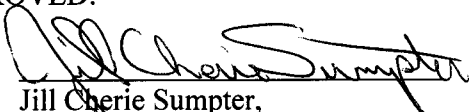
ATTEST



Dianne Wilson, County Clerk

APPROVED:

By:

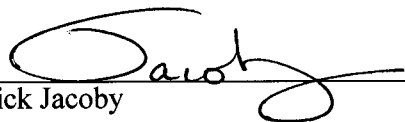

Jill Cherie Sumpter,
Technology Coordinator

Date:

6/22/10

CONTRACTOR: WALKER.COM INC.

Rick Jacoby



Date:

6-21-10

MER: Walker.com, Inc. IT. 2479-(SL & MC Branches)

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$41,931.88 to accomplish and pay the obligation of Fort Bend County under this agreement.

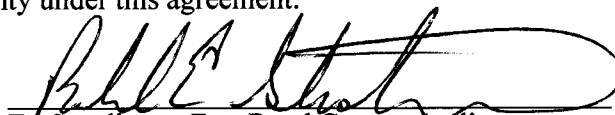

Ed Sturdivant, Fort Bend County Auditor

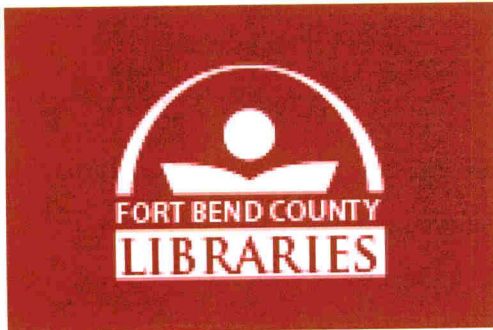
Exhibit A: Contractor's SOW

Exhibit A



BUSINESSPARTNER

STATEMENT OF WORK: Sugar Land Library LSP off Main GML S8510



Sugar Land Branch Library Sugar Land, Texas

550 Eldridge
Sugar Land, Texas 77478
281-277-8934

By: Ramon ("Rick") Jacoby

Confidentiality Notice: Fort Bend County Libraries (hereinafter, "Customer") and its affiliates acknowledges by its receipt and use of this proposal that it is confidential and proprietary information of WalkerCom, Inc. (hereinafter, "WalkerCom"). The client may use this document for the purpose of evaluating WalkerCom's proposal and for no other purpose, and ensure that this proposal is not disclosed to any persons other than your employees with a bona fide need to know.

PROJECT PROPOSAL

Section 1: Project Overview

SCOPE OF WORK:

Fort Bend County Libraries

WalkerCom

Contact Name: Jill Cherie Sumpter

Contact Number: 281-341-2630

Location: Sugarland Library

Address: 550 Eldridge

City: Sugar Land

State/Province/Department: TX

ZIP/Postal Code: 77478

Contact Name: Rick Jacoby

Contact Number: 281-997-5704

Address: 2213 Garden Road

City: Pearland

State/Province/Department: TX

ZIP/Postal Code: 77581

Service Order:

- ❖ Install remote G450 LSP with (23) IP voice terminals. Product includes the S8300D Media Server and will provide Local Survivable Processor (LSP), a USB modem for remote maintenance and troubleshooting (a dedicated analog CO trunk line is required), the G450 Media Gateway with a universal analog CO/Station module, (20) 9650 IP sets, (1) 1692 IP Polycom Conference Phone, and (1) 24 port patch panel. Removable CD Rom drive included for software installation.
- ❖ Customer will provide a UPS/Surge Protector, PoE Switches for the phones, and sufficient rack space. All warranty is void if new equipment is not UPS/Surge Protected. WalkerCom will be responsible for final registration of the Avaya equipment. WalkerCom will unpack, inspect, pre-stage and program the new LSP at the WalkerCom corporate office and then ship staged equipment to customer's site address where it will be mounted in customer provided rack; powered up; connected to customer's network; all telephone sets deployed; and LEC Trunking facilities connected. UP to (5) Analog CO lines will be configured and will test in/outbound calling, local, long distance, and 911. WalkerCom will update equipment to the latest firmware and load all software, firmware, license files, and patches on LSP as well as test LSP survivability. WalkerCom will program up to (21) stations with voicemail. Customer will ensure that the voice and data VLANS are properly configured on the switch ports which the LSP and phones will be connected to. All implementation labor is priced for normal business hours. If problems are detected between the Central Office and the demarc, the client is responsible for resolving these issues with their Service Provider. Customer has (30) days of remote software programming changes after project closure. WalkerCom is not responsible for removing or disposing of any old equipment.
 - WalkerCom will use existing Customer owned ACM licenses at Core Site (GML) and install 12 ACM licenses at GML.

- ❖ Training will be provided for all end users, within a group. Trainer will provide written training materials. The trainer will provide a copy of all handouts to the customer prior to the scheduled training for final customer approval.
 - WalkerCom will assist in Cisco router programming and configuration and will coordinate work with Fort Bend County Network personnel to make all necessary network changes. Network access will be required to perform the necessary work.
- ❖ WalkerCom will perform the following:
 - Provide the Avaya system configuration spreadsheet utilized for library project similarly to First Colony library
 - Program VAL card to include the additional location (set up as large location)
 - Configure the Voice Mail Boxes on the existing library voice mail system for all new library users
 - System & Voicemail back ups
 - Perform 911 testing
 - Perform analog line(s) / fax machine testing
 - Placing of Asset tags
- ❖ Standard normal business hour support has been included for the system install
- ❖ Customer is responsible for DHCP Server. Fort Bend County Libraries will provide static private addresses to be used for configuration of the system and each phone. Locations may use the same DHCP server, as one DHCP server is required for each individual network. In this case, since new locations will be on the same network, only one DHCP server will be required.
- ❖ WalkerCom has provided a system design based on information provided by Fort Bend County to install the system. Design includes necessary software and/or licenses required for the installation of equipment and completion of the project.
- ❖ Prior to system implementation, WalkerCom will perform the following activities:
 - Receive equipment
 - Inspect equipment for quality and quantity
 - Report any shortages or overages to project coordinator
 - Assemble hardware and firmware components
 - Load system and application software, patches, firmware upgrades, system translations, and system configurations
 - Test application, including solution components, component integration, and call processing
- ❖ A subcontractor may perform a portion of the proposed work. A subcontractor may be utilized as the project requires based on necessity of skill set and/or resource assignment. A subcontractor will follow under all rules of engagement for WalkerCom in support of Fort Bend County.
 - Subcontractor work may be remote or onsite
 - A subcontractor may be used to perform any part of the project tasks except project management capabilities or project ownership

❖ **Network Readiness Assessment: (Provided by Customer)**

WalkerCom will:

- Outline critical information, including:
 - Technical specifications (for example, setting up VLANs and verifying IGAR).
 - Bandwidth engineering information that can be used by Customer to determine impact of voice on network.
 - Design recommendations.
 - Vendor-specific configuration suggestions.
 - Conduct conference calls between WalkerCom and Customer at mutually agreed-upon intervals.
 - Meet with Customer remotely to review final network readiness assessment.
 - Work in conjunction with Fort Bend County Network Personnel, any delays by the county personnel may result in a change order
- ❖ WalkerCom will:
- Install cables of default length and gender. **Note:** WalkerCom can install longer cables or different genders at an additional charge.
 - Installation cables are standard factory Systemax cables for system installation, cables lengths are defined by factory and adhered to for design purposes
- ❖ WalkerCom customized onsite training for Customer will cover the following topics related to systems functionality:
- The use VOIP sets and applicable features, how to configure the phone for the first time with user name and greeting, and how to access voice mail
 - End user training on how the system will function when in LSP mode. Define the differences between normal operation and LSP in language that the end users will understand. Include what limited features are functional when the system is in LSP mode.

Projects will be turnkey solutions and any oversight by the WalkerCom will be corrected at no cost to the owner, unless an unscheduled event(s) not caused by WalkerCom. WalkerCom will detail the permissions/access required to access the existing phone network ahead of time so proper arrangements can be made by client.

Pricing is based on all non-service affecting tasks associated with this project to occur during standard working hours of 8:00 – 5:00 Monday through Friday. Normal business hour support has been included for the cutover. First Day of Business support consists of (2) hours with a remote Software Associate, and a Technician being on site for trouble resolution.

SAP: 23634802

Fort Bend County - Sugarland Library
G450 LSP

Created: 5/12/2010

Product Code	Qty	Description	Unit NPL	Ext'd NPL	Unit Client	Ext'd Client
185446		AVAYA COMMUNICATIONS SOLUTION				
185840	1	CM MODEL ADDITIONS				
George Memorial Library						
229060	453	SM R5.X USER LICENSE W/ENT ED	\$0.00	\$0.00	\$0.00	\$0.00
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD	\$0.00	\$0.00	\$0.00	\$0.00
229014	12	AVAYA AURATM MBT EE R5 1-100NEWWOCC	\$320.00	\$3,840.00	\$176.00	\$2,112.00
228744	12	UCE R5.2+ ONE-X MBL R1/5.X CLIENT /E	\$0.00	\$0.00	\$0.00	\$0.00
228745	12	UCE R5.2+ ONE-X COMM R5.X SFTW /E	\$0.00	\$0.00	\$0.00	\$0.00
228746	12	UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$0.00	\$0.00	\$0.00	\$0.00
228747	12	UCE R5.2+ AE SVCS R5.X UNFD DSKTP /E	\$0.00	\$0.00	\$0.00	\$0.00
228932	12	UCE R5.2+ EC500 R8.X SM LIC /E	\$0.00	\$0.00	\$0.00	\$0.00
228933	12	UCE R5.2+ IP SOFTPHONE R6.X LIC /E	\$0.00	\$0.00	\$0.00	\$0.00
229768	12	UCE R5.2.1 STD/W CMEE MBT ADD SEAT 1	\$0.00	\$0.00	\$0.00	\$0.00
Sugarland Library						
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$0.00	\$0.00	\$0.00	\$0.00
207651	1	AVAYA AURATM R5 ENT ED G450 LSP LIC	\$0.00	\$0.00	\$0.00	\$0.00
700463532	1	S8300D SERVER - NON GSA	\$2,600.00	\$2,600.00	\$1,430.00	\$1,430.00
700476344	1	AVAYA AURATM R5.2.1 NEW SFTW CD	\$100.00	\$100.00	\$55.00	\$55.00
700406267	1	S8300/S8400 CD/DVD ROM DRIVE RHS	\$350.00	\$350.00	\$192.50	\$192.50
700464506	1	USB MODEM USR5637-OEM 56K ROHS 6	\$250.00	\$250.00	\$137.50	\$137.50
700407802	1	G450 MP80 W/POWER SUPPLY	\$8,500.00	\$8,500.00	\$4,675.00	\$4,675.00
405362641	1	PWR CORD USA	\$9.00	\$9.00	\$4.95	\$4.95
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA	\$1,600.00	\$1,600.00	\$880.00	\$880.00
700461213	23	IP PHONE 9650C CHARCOAL GRV	\$650.00	\$14,950.00	\$250.00	\$5,750.00
700473689	1	SPKRPH 1692IP POE	\$1,099.00	\$1,099.00	\$604.45	\$604.45
700012909	1	24 PORT LINE PATCH PANEL	\$300.00	\$300.00	\$165.00	\$165.00
195476	1	SOFTWARE SUPPORT COMM MGR MODEL		\$0.00	\$0.00	
219892	144	SSU UCE R5.2+ONE-X MBL R1/5.X CLNT /E	\$0.00	\$0.00	\$0.00	\$0.00
219893	144	SSU UCE R5.2+ ONE-X COMM R5.X SFTW /E	\$0.00	\$0.00	\$0.00	\$0.00
219894	144	SSU UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$0.00	\$0.00	\$0.00	\$0.00
219895	144	SSU UCE R5.2+ AES R5.2+ UNFD DSKTP /E	\$0.00	\$0.00	\$0.00	\$0.00
219896	144	SSU UCE R5.2+ EC500 R8.X SINGLE MODE /E	\$0.00	\$0.00	\$0.00	\$0.00
219897	144	SSU UCE R5.2+ IP SOFTPHONE R6.X /E	\$0.00	\$0.00	\$0.00	\$0.00
220023	144	SSU AURATM5 MBT EE W/O CC 1-100 AN	\$3.47	\$499.68	\$1.91	\$274.82

Total Product Price: \$34,097.68

Product: \$16,281.22

Labor: \$5,125.73

Project Total: \$21,406.95

Software Support Model 1 year Pre-Paid of 3 year term!

GENERAL

- ☐ Cutover is priced to occur during normal working hours.
- ☐ Additional charges may apply if a change is made in this Scope of Work.
- ☐ Customer is responsible for loading the System Administration software on any PC requiring that functionality.
- ☐ Customer is responsible for all third party applications or adjuncts that currently are installed.
- ☐ Customer is responsible for the network assessment

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 2: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Services will be performed between 8:00 AM and 5:00 PM local site time, Monday-Friday, excluding WalkerCom-designated holidays ("Standard Service Hours"). Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	WalkerCom-designated holidays

Section 3: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for WalkerCom. Individual will have a thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions on Customer's behalf.
- Provide any system required reports for design and engineering.
- Assure Network readiness and quality of service (QoS)
- Submit purchase orders necessary for the purchase of the Products and Services specified in the Statement of Work.
- Verify and complete the necessary forms and questionnaires provided by the WalkerCom representative.
- Verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names, and modem numbers) including network diagrams.
- Ensure that demarcation (DMARC) and applicable wiring are identified and that DMARC points can be connected to WalkerCom's/Avaya's equipment with the cables that have been provided.

- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also required system DAmin log in and password privileges for the duration of the project.
- Obtain all necessary permits and/or licenses required prior to installation of equipment. These costs are not included in this SOW.
- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Verify and arrange for installation of equipment provided by third-party vendors, including connectivity, if applicable.
- Ensure the performance of services provided by third-party vendors, if applicable.
- Provide properly equipped training room including all necessary facilities; ensure that administrator and end-users complete training on schedule, if applicable.
- Identify all customer-provided equipment and ensure equipment is not defective and is in serviceable condition.
- Notify WalkerCom promptly of any problems.
- Provide third-party subject-matter expertise, as required.
- Work with WalkerCom to establish trouble-reporting procedures and logistics for use in connection with WalkerCom's cutover support, if applicable.

Section 4: Assumptions

WalkerCom's activities and estimated milestones presented in this Statement of Work are based upon the assumptions contained in this Section.

- Neither party shall be obligated under this Statement of Work until such time as WalkerCom and Customer mutually agree to the deliverables and other provisions hereof by signing this Statement of Work or otherwise agreeing to it in writing.
- Completion of the Deliverables and performance of the Services specified hereunder are based on the parties carrying out their responsibilities in a timely manner.
- WalkerCom plans to perform the services on a continuous basis as contemplated in the project schedule and work plan, starting and ending on the estimated dates indicated in the milestones. Any delays or disruptions in WalkerCom's continuous performance of this project, other than delays or disruptions caused solely by WalkerCom and/or its subcontractors, will be subject to a Change Order.
- All prerequisites will need to be completed prior to the beginning of activities for the service.

- Both WalkerCom and the client will comply with all applicable laws, ordinances and regulations pertaining to the safe handling, use, storage, recycling, disposal and/or transportation of regulated substances such as Asbestos Containing Material (ACM), presumed ACM, and lead-containing materials. The customer will be responsible for the abatement and/or removal of any unsafe condition before WalkerCom personnel can begin, or continue, this service. WalkerCom may suspend the service without penalty if it determines that this service should not proceed due to the presence of ACM, presumed ACM, and/or any other unsafe condition until WalkerCom and the customer agree on the correction or alterations necessary for the safe performance of this service.
- WalkerCom will determine the appropriate WalkerCom parties to attend meetings and conference calls.
- Special requirements, such as materials, engineering activities, or exceptions to WalkerCom standards will be billed separately

Section 5: Exclusions

Services exclude:

- Disclosing proprietary information relative to the exact methods and procedures for service delivery.
- Resolving interoperability issues with other vendors unless otherwise specified.
- Any engineering, or re-engineering, of existing equipment whether previously supplied by WalkerCom or by another vendor.
- Any re-installation or modification of previously installed equipment, ironwork, cable rack(s), or fiber duct(s).
- Directly attaching AC wires to circuits other than through a standard agency-approved, connectorized electrical outlet or other work requiring an electrician.

A1: Services and Deliverables

A1.1 Project Management

A1.1.1 Project Management (For Communication Manager, Media Servers, Platform Migrations and Messaging Systems)

WalkerCom will designate an individual responsible for overseeing the project. Once the customer PO is delivered, this individual will be the single point of contact (SPOC) for all issues related to system implementation. The SPOC will direct implementation to support installation and the scheduled in-service date.

The WalkerCom project manager will:

- Create and maintain project plan and milestone schedule.
- Provide environmental specifications to Customer.
- Coordinate equipment delivery and inventory management.
- Manage change request process.
- Schedule resources.

- Conduct routine project status meetings.
- Conduct project closure meeting.

A1.2 Solution Preparation

A1.2.1 Site Survey (For Communication Manager, Media Servers, Platform Migrations and HW/SW Upgrades)

WalkerCom will work with Customer's single point of contact (SPOC) to complete a site survey prior to hardware delivery.

Site survey activities may include:

- Inspecting equipment room
- Verifying power requirements
- Checking other environmental specifications
- Validating wiring/terminations/demarcations

Customer will receive a list of deficiencies, if any, and will be informed of the WalkerCom site-readiness decision (go/no go).

A1.3.2 Trunking Translations

WalkerCom will provide system translations for trunking and network connectivity.

A1.4 Solution Deployment

A1.4.1 Hardware Installation

WalkerCom will:

- Unpack, inspect and inventory hardware.
- Install hardware and connect all adjuncts to the Communication Server, if applicable.
- Install software and firmware upgrades, if applicable.
- Observe units upon power-up and verify successful completion of self-test diagnostics.

A1.4.2 Staging

Prior to hardware installation, WalkerCom will perform the following activities:

- Receive equipment.
- Inspect equipment for quality and quantity
- Report any shortages or overages to project coordinator.
- Assemble hardware and firmware components.

- Load system and application software, patches, firmware upgrades, system translations, and system configurations.
- Test application, including solution components, component integration, and call processing.

A1.4.3 Trunk Installation

A1.4.4 Cable Installation

WalkerCom will:

- Install cables of default length and gender. **Note:** WalkerCom can install longer cables or different genders at an additional charge.

A1.4.8 Remote Access Line – N/A

- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also require system DAmin log in and password privileges for the duration of the project.

A1.4.9 Cutover Support

WalkerCom cutover support will assist Customer in activating telephony solution. Related tasks include:

- Turn down Customer's existing system, if applicable.
- Activate new system.
- Move old facilities over to new switch.

A1.4.10 Help Desk Support: First Day of Service

A WalkerCom software resource and customer service engineer will provide Help Desk support on the first day of business (2 hours) following the install of the new system.

A1.5.1 Instructor Led End User Training

WalkerCom customized onsite training for Customer will cover the following topics related to systems functionality:

- New system features
- System documentation

A1.5.2 Training Room Setup

WalkerCom will use Customer-provided hardware to set up Customer's designated training room.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, including cutover support, will be performed and completed during Standard Service Hours.

Some of these services will be delivered remotely, unless otherwise mutually agreed to by WalkerCom and Customer.

A3: Offer Specific Customer Responsibilities

A3.1 Implementation Delivery

A3.1.1 Negotiation with Telecommunications Service Providers and Wire Vendors

Unless otherwise agreed, the Customer will be required to:

- Ensure that any network problems are referred to Customer's network service provider and resolved.
- Verify, tag, tone, test and document the distribution system according to requirements provided by WalkerCom project manager.
- Provide WalkerCom with signaling, framing and network programming information compiled from Customer's network vendor.
- Work with WalkerCom and Customer's network vendor to reach agreement on testing date and time.

A3.2 Solution Preparation

A3.2.1 Network Readiness Assessment: Detailed

Customer will be required to:

- Designate technical contact with understanding of Customer's data network.
- Ensure that technical contact is available to the WalkerCom consultant throughout network assessment.
- Provide WalkerCom with accurate and current topology maps of new and existing network designs.
- Complete the data-configuration survey provided by WalkerCom.
- Provide any non-Avaya hardware and/or software upgrades required to optimize Customer's network.
- Validate that all LAN and WAN segments at all test sites are functional during same test period.

A3.3 First Day of Business Support (Help Desk)

Customer will be required to provide at least one representative to help support the Help Desk operation.

Section 6: Warranty Notes

- WalkerCom will add new solution and hardware to customer's existing Avaya maintenance contract thru the Business Partner Channel Center. If customer does not have Avaya maintenance, then it is the customer's responsibility to add solution and hardware to customer's maintenance provider.
- If a technician is dispatched and WalkerCom determines that the reported problem is not attributable to WalkerCom, then WalkerCom will invoice the customer at the then-current time and materials fees

plus associated travel and living expenses. WalkerCom will not charge the customer for dispatched assistance if the customer has entered into an agreement with WalkerCom for a dispatch service.

- Labor specified under the SOW is warranted for quality for 90 days. During that period if a report of the discrepancy is received it will be remedied during normal business hours. Reports after the 90 day period will be handled as a services request and billed under current agreed rates.
- Software specifications and set placement instructions will be mutually agreed to prior to the work start date. Errors by WalkerCom implementation of these specifications and instructions will be remediated, if reported in writing to WalkerCom within 30 days of the first day of service. Additional requirements will result in a change order and will be billed under current agreed rates. Reports after the 30 day period will be handled as a services request and billed under current agreed rates.
- If WalkerCom incurs additional costs due to the customer being unable to meet commitments identified in the project plan (e.g., the site is not ready for installation tasks to begin), these costs will be charged back to the customer. A remobilization fee will apply if testing activities are suspended because the facilities (building access, escorts, etc.) are not ready or because changes are made to the scope of work. If additional equipment (crane, fork lift, etc.) is required or if WalkerCom is denied reasonable access to a location, there will be an additional charge.
- Pricing is based on use of non-union labor at all sites.

Section 7: Pricing Notes

Travel

- Travel and expenses included.

Project Location(s)

- Work to be performed on this project remotely and on-site as deemed most appropriate by the lead WalkerCom Project Manager

Terms

- Quote is valid 60 days.
- A purchase order MUST be issued for this project to commence. Remit signed purchase order to the contact below. Terms & Conditions are included on the following page. Standard contract terms apply unless exceptions noted above.
- Payment Terms:
 - The value of 50% of the overall project will be invoiced and customer agrees to pay upon written acceptance of this SOW and/or the dollar value of the hardware/software (material) that needs to be ordered. Payment is in US dollars.
 - Remainder 50% of the overall project will be invoiced and customer agrees to pay upon final project acceptance by the customer.

Placing Orders:

- Please provide the following information when placing an order:
 - Quote Number
 - Contact Information

•
Contact Information

- Rick Jacoby – VP of Sales

– 281-997-5704
– jacoby@walkercom.com

- Carlos Ledesma – VP of Operations


Fort Bend County Libraries

Contact Name: Jill Cherie Sumpter
Contact Number: 281-341-2630
Location: Sugarland Library
Address: 550 Eldridge
City: Sugar Land
State/Province/Department: TX
ZIP/Postal Code: 77478

WalkerCom

Contact Name: Rick Jacoby
Contact Number: 281-997-5704
Address: 2213 Garden Road
City: Pearland
State/Province/Department: TX
ZIP/Postal Code: 77581

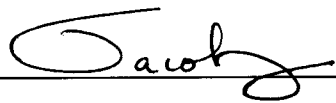
BY: Fort Bend County - Robert Hebert
Print Name

BY: 
Signature

BY: County Judge
Title

Date: June 22, 2010

BY: Ramón ("Rick") Jacoby _____
Print Name

BY: Jacoby 
Signature

BY: VP of Sales _____
Title

Date: 05/16/10 6-21-10

– 281-997-5771
– carlos.ledesma@walkercom.com

Section 8: Extended Maintenance – Software Support Model 1 year Pre-Paid of 3 year term

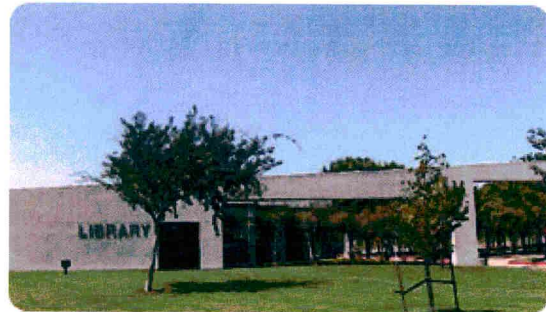
Section 9: Signatures



AVAYA

BUSINESSPARTNER

STATEMENT OF WORK: Missouri City Library LSP off Main GML S8510



Missouri City Branch Library Missouri City, Texas

1530 Texas Parkway
Missouri City, Texas 77489
281-499-4100

By: Ramon ("Rick") Jacoby

Confidentiality Notice: Fort Bend County Libraries (hereinafter, "Customer") and its affiliates acknowledges by its receipt and use of this proposal that it is confidential and proprietary information of WalkerCom, Inc. (hereinafter, "WalkerCom"). The client may use this document for the purpose of evaluating WalkerCom's proposal and for no other purpose, and ensure that this proposal is not disclosed to any persons other than your employees with a bona fide need to know.

PROJECT PROPOSAL

Section 1: Project Overview

Fort Bend County Libraries

Contact Name: Jill Cherie Sumpter
Contact Number: 281-341-2630
Location: Missouri City Library
Address: 1530 Texas Parkway
City: Missouri City
State/Province/Department: TX
ZIP/Postal Code: 77489

WalkerCom

Contact Name: Rick Jacoby
Contact Number: 281-997-5704
Address: 2213 Garden Road
City: Pearland
State/Province/Department: TX
ZIP/Postal Code: 77581
Service Order:

SCOPE OF WORK:

- ❖ Install remote G450 LSP with (20) IP voice terminals. Product includes the S8300D Media Server and will provide Local Survivable Processor (LSP), a USB modem for remote maintenance and troubleshooting (a dedicated analog CO trunk line is required), the G450 Media Gateway with a universal analog CO/Station module, (20) 9650 IP sets, (1) 1692 IP Polycom Conference Phone, and (1) 24 port patch panel. Removable CD Rom drive included for software installation.
- ❖ Customer will provide a UPS/Surge Protector, PoE Switches for the phones, and sufficient rack space. All warranty is void if new equipment is not UPS/Surge Protected. WalkerCom will be responsible for final registration of the Avaya equipment. WalkerCom will unpack, inspect, pre-stage and program the new LSP at the WalkerCom corporate office and then ship staged equipment to customer's site address where it will be mounted in customer provided rack; powered up; connected to customer's network; all telephone sets deployed; and LEC Trunking facilities connected. UP to (5) Analog CO lines will be configured and will test in/outbound calling, local, long distance, and 911. WalkerCom will update equipment to the latest firmware and load all software, firmware, license files, and patches on LSP as well as test LSP survivability. WalkerCom will program up to (21) stations with voicemail. Customer will ensure that the voice and data VLANS are properly configured on the switch ports which the LSP and phones will be connected to. All implementation labor is priced for normal business hours. If problems are detected between the Central Office and the demarc, the client is responsible for resolving these issues with their Service Provider. Customer has (30) days of remote software programming changes after project closure. WalkerCom is not responsible for removing or disposing of any old equipment.
 - WalkerCom will use existing Customer owned ACM licenses at Core Site (GML) and install 12 ACM licenses at GML.

- ❖ Training will be provided for all end users, within a group. Trainer will provide written training materials. The trainer will provide a copy of all handouts to the customer prior to the scheduled training for final customer approval.
 - WalkerCom will assist in Cisco router programming and configuration and will coordinate work with Fort Bend County Network personnel to make all necessary network changes. Network access will be required to perform the necessary work.
- ❖ WalkerCom will perform the following:
 - Provide the Avaya system configuration spreadsheet utilized for library project similarly to First Colony library
 - Program VAL card to include the additional location (set up as large location)
 - Configure the Voice Mail Boxes on the existing library voice mail system for all new library users
 - System & Voicemail back ups
 - Perform 911 testing
 - Perform analog line(s) / fax machine testing
 - Placing of Asset tags
- ❖ Standard normal business hour support has been included for the system install
- ❖ Customer is responsible for DHCP Server. Fort Bend County Libraries will provide static private addresses to be used for configuration of the system and each phone. Locations may use the same DHCP server, as one DHCP server is required for each individual network. In this case, since new locations will be on the same network, only one DHCP server will be required.
- ❖ WalkerCom has provided a system design based on information provided by Fort Bend County to install the system. Design includes necessary software and/or licenses required for the installation of equipment and completion of the project.
- ❖ Prior to system implementation, WalkerCom will perform the following activities:
 - Receive equipment
 - Inspect equipment for quality and quantity
 - Report any shortages or overages to project coordinator
 - Assemble hardware and firmware components
 - Load system and application software, patches, firmware upgrades, system translations, and system configurations
 - Test application, including solution components, component integration, and call processing
- ❖ A subcontractor may perform a portion of the proposed work. A subcontractor may be utilized as the project requires based on necessity of skill set and/or resource assignment. A subcontractor will follow under all rules of engagement for WalkerCom in support of Fort Bend County.
 - Subcontractor work may be remote or onsite
 - A subcontractor may be used to perform any part of the project tasks except project management capabilities or project ownership

❖ **Network Readiness Assessment: (Provided by Customer)**

WalkerCom will:

- Outline critical information, including:
 - Technical specifications (for example, setting up VLANs and verifying IGAR).
 - Bandwidth engineering information that can be used by Customer to determine impact of voice on network.
 - Design recommendations.
 - Vendor-specific configuration suggestions.
 - Conduct conference calls between WalkerCom and Customer at mutually agreed-upon intervals.
 - Meet with Customer remotely to review final network readiness assessment.
 - Work in conjunction with Fort Bend County Network Personnel, any delays by the county personnel may result in a change order
- ❖ WalkerCom will:
- Install cables of default length and gender. **Note:** WalkerCom can install longer cables or different genders at an additional charge.
 - Installation cables are standard factory Systemax cables for system installation, cables lengths are defined by factory and adhered to for design purposes
- ❖ WalkerCom customized onsite training for Customer will cover the following topics related to systems functionality:
- The use VOIP sets and applicable features, how to configure the phone for the first time with user name and greeting, and how to access voice mail
 - End user training on how the system will function when in LSP mode. Define the differences between normal operation and LSP in language that the end users will understand. Include what limited features are functional when the system is in LSP mode.

Projects will be turnkey solutions and any oversight by the WalkerCom will be corrected at no cost to the owner, unless an unscheduled event(s) not caused by WalkerCom. WalkerCom will detail the permissions/access required to access the existing phone network ahead of time so proper arrangements can be made by client.

Pricing is based on all non-service affecting tasks associated with this project to occur during standard working hours of 8:00 – 5:00 Monday through Friday. Normal business hour support has been included for the cutover. First Day of Business support consists of (2) hours with a remote Software Associate, and a Technician being on site for trouble resolution.

SAP: 23634792

**Fort Bend County - Missouri City Library
G450 LSP**

Product Code	Qty	Description	Unit NPL	Ext'd NPL	Unit Client	Ext'd Client
185446		AVAYA COMMUNICATIONS SOLUTION				
185840	1	CM MODEL ADDITIONS				
George Memorial Library						
229060	441	SM R5.X USER LICENSE W/ENT ED	\$0.00	\$0.00	\$0.00	\$0.00
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD	\$0.00	\$0.00	\$0.00	\$0.00
229014	12	AVAYA AURATM MBT EE R5 1-100NEWWOCC	\$320.00	\$3,840.00	\$176.00	\$2,112.00
228744	12	UCE R5.2+ ONE-X MBL R1/5.X CLIENT /E	\$0.00	\$0.00	\$0.00	\$0.00
228745	12	UCE R5.2+ ONE-X COMM R5.X SFTW /E	\$0.00	\$0.00	\$0.00	\$0.00
228746	12	UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$0.00	\$0.00	\$0.00	\$0.00
228747	12	UCE R5.2+ AE SVCS R5.X UNFD DSKTP /E	\$0.00	\$0.00	\$0.00	\$0.00
228932	12	UCE R5.2+ EC500 R8.X SM LIC /E	\$0.00	\$0.00	\$0.00	\$0.00
228933	12	UCE R5.2+ IP SOFTPHONE R6.X LIC /E	\$0.00	\$0.00	\$0.00	\$0.00
229768	12	UCE R5.2.1 STD/W CMEE MBT ADD SEAT 1	\$0.00	\$0.00	\$0.00	\$0.00
Missouri City Library					\$0.00	
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$0.00	\$0.00	\$0.00	\$0.00
207651	1	AVAYA AURATM R5 ENT ED G450 LSP LIC	\$0.00	\$0.00	\$0.00	\$0.00
700463532	1	S8300D SERVER - NON GSA	\$2,600.00	\$2,600.00	\$1,430.00	\$1,430.00
700476344	1	AVAYA AURATM R5.2.1 NEW SFTW CD	\$100.00	\$100.00	\$55.00	\$55.00
700406267	1	S8300/S8400 CD/DVD ROM DRIVE RHS	\$350.00	\$350.00	\$192.50	\$192.50
700464506	1	USB MODEM USR5637-OEM 56K ROHS 6	\$250.00	\$250.00	\$137.50	\$137.50
700407802	1	G450 MP80 W/POWER SUPPLY	\$8,500.00	\$8,500.00	\$4,675.00	\$4,675.00
405362641	1	PWR CORD USA	\$9.00	\$9.00	\$4.95	\$4.95
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA	\$1,600.00	\$1,600.00	\$880.00	\$880.00
700461213	20	IP PHONE 9650C CHARCOAL GRY (Refurbished 2 Yr Warranty)	\$650.00	\$13,000.00	\$250.00	\$5,000.00
700473689	1	SPKRPH 1692IP POE	\$1,099.00	\$1,099.00	\$604.45	\$604.45
700012909	1	24 PORT LINE PATCH PANEL	\$300.00	\$300.00	\$165.00	\$165.00
195476	1	SOFTWARE SUPPORT COMM MGR MODEL			\$0.00	
219892	144	SSU UCE R5.2+ONE-X MBL R1/5.X CLNT /E	\$0.00	\$0.00	\$0.00	\$0.00
219893	144	SSU UCE R5.2+ ONE-X COMM R5.X SFTW /E	\$0.00	\$0.00	\$0.00	\$0.00
219894	144	SSU UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$0.00	\$0.00	\$0.00	\$0.00
219895	144	SSU UCE R5.2+ AES R5.2+ UNFD DSKTP /E	\$0.00	\$0.00	\$0.00	\$0.00
219896	144	SSU UCE R5.2+ EC500 R8.X SINGLE MODE /E	\$0.00	\$0.00	\$0.00	\$0.00
219897	144	SSU UCE R5.2+ IP SOFTPHONE R6.X /E	\$0.00	\$0.00	\$0.00	\$0.00
220023	144	SSU AURATM5 MBT EE W/O CC 1-100 AN	\$3.47	\$499.68	\$1.91	\$274.82

Total Product Price: \$32,147.68

Product: \$15,531.22

Labor: \$4,993.71

Project Total: \$20,524.93

Software Support Model 1 year Pre-Paid of 3 year term!

GENERAL

- ☐ Cutover is priced to occur during normal working hours.
- ☐ Additional charges may apply if a change is made in this Scope of Work.
- ☐ Customer is responsible for loading the System Administration software on any PC requiring that functionality.
- ☐ Customer is responsible for all third party applications or adjuncts that currently are installed.
- ☐ Customer is responsible for the network assessment

Changes to this SOW must be agreed to in writing and signed by both parties. Changes may result in additional charges.

Section 2: Standard Service Hours

Unless otherwise specified in the Project Overview or Services and Deliverables, pricing is based on the assumption that Services will be performed between 8:00 AM and 5:00 PM local site time, Monday-Friday, excluding WalkerCom-designated holidays ("Standard Service Hours"). Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	WalkerCom-designated holidays

Section 3: General Customer Responsibilities

Customer responsibilities include the following:

- Designate single point of contact (SPOC) for WalkerCom. Individual will have a thorough understanding of business requirements and technical environment, and will be authorized to make binding decisions on Customer's behalf.
- Provide any system required reports for design and engineering.
- Assure Network readiness and quality of service (QoS)
- Submit purchase orders necessary for the purchase of the Products and Services specified in the Statement of Work.
- Verify and complete the necessary forms and questionnaires provided by the WalkerCom representative.
- Verify and arrange for installation of all applicable network connections and provide all circuit information (e.g., IP address, subnet mask, gateway, machine names, and modem numbers) including network diagrams.

- Ensure that demarcation (DMARC) and applicable wiring are identified and that DMARC points can be connected to WalkerCom's/Avaya's equipment with the cables that have been provided.
- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also required system DAdmin log in and password privileges for the duration of the project.
- Obtain all necessary permits and/or licenses required prior to installation of equipment. These costs are not included in this SOW.
- Accept receipt of all equipment; retain shipping documentation; inventory shipments by box count; and report any obvious external damages.
- Provide secured site for storage and installation of equipment, including all necessary electrical, wiring, grounding and HVAC. Provide floor plans for equipment-room configuration and related locations, if applicable.
- Verify and arrange for installation of equipment provided by third-party vendors, including connectivity, if applicable.
- Ensure the performance of services provided by third-party vendors, if applicable.
- Provide properly equipped training room including all necessary facilities; ensure that administrator and end-users complete training on schedule, if applicable.
- Identify all customer-provided equipment and ensure equipment is not defective and is in serviceable condition.
- Notify WalkerCom promptly of any problems.
- Provide third-party subject-matter expertise, as required.
- Work with WalkerCom to establish trouble-reporting procedures and logistics for use in connection with WalkerCom's cutover support, if applicable.

Section 4: Assumptions

WalkerCom's activities and estimated milestones presented in this Statement of Work are based upon the assumptions contained in this Section.

- Neither party shall be obligated under this Statement of Work until such time as WalkerCom and Customer mutually agree to the deliverables and other provisions hereof by signing this Statement of Work or otherwise agreeing to it in writing.
- Completion of the Deliverables and performance of the Services specified hereunder are based on the parties carrying out their responsibilities in a timely manner.
- WalkerCom plans to perform the services on a continuous basis as contemplated in the project schedule and work plan, starting and ending on the estimated dates indicated in the milestones. Any delays or disruptions in WalkerCom's continuous performance of this project, other than delays or disruptions caused solely by WalkerCom and/or its subcontractors, will be subject to a Change Order.

- All prerequisites will need to be completed prior to the beginning of activities for the service.
- Both WalkerCom and the client will comply with all applicable laws, ordinances and regulations pertaining to the safe handling, use, storage, recycling, disposal and/or transportation of regulated substances such as Asbestos Containing Material (ACM), presumed ACM, and lead-containing materials. The customer will be responsible for the abatement and/or removal of any unsafe condition before WalkerCom personnel can begin, or continue, this service. WalkerCom may suspend the service without penalty if it determines that this service should not proceed due to the presence of ACM, presumed ACM, and/or any other unsafe condition until WalkerCom and the customer agree on the correction or alterations necessary for the safe performance of this service.
- WalkerCom will determine the appropriate WalkerCom parties to attend meetings and conference calls.
- Special requirements, such as materials, engineering activities, or exceptions to WalkerCom standards will be billed separately

Section 5: Exclusions

Services exclude:

- Disclosing proprietary information relative to the exact methods and procedures for service delivery.
- Resolving interoperability issues with other vendors unless otherwise specified.
- Any engineering, or re-engineering, of existing equipment whether previously supplied by WalkerCom or by another vendor.
- Any re-installation or modification of previously installed equipment, ironwork, cable rack(s), or fiber duct(s).
- Directly attaching AC wires to circuits other than through a standard agency-approved, connectorized electrical outlet or other work requiring an electrician.

A1: Services and Deliverables

A1.1 Project Management

A1.1.1 Project Management (For Communication Manager, Media Servers, Platform Migrations and Messaging Systems)

WalkerCom will designate an individual responsible for overseeing the project. Once the customer PO is delivered, this individual will be the single point of contact (SPOC) for all issues related to system implementation. The SPOC will direct implementation to support installation and the scheduled in-service date.

The WalkerCom project manager will:

- Create and maintain project plan and milestone schedule.
- Provide environmental specifications to Customer.
- Coordinate equipment delivery and inventory management.
- Manage change request process.

- Schedule resources.
- Conduct routine project status meetings.
- Conduct project closure meeting.

A1.2 Solution Preparation

A1.2.1 Site Survey (For Communication Manager, Media Servers, Platform Migrations and HW/SW Upgrades)

WalkerCom will work with Customer's single point of contact (SPOC) to complete a site survey prior to hardware delivery.

Site survey activities may include:

- Inspecting equipment room
- Verifying power requirements
- Checking other environmental specifications
- Validating wiring/terminations/demarcations

Customer will receive a list of deficiencies, if any, and will be informed of the WalkerCom site-readiness decision (go/no go).

A1.3.2 Trunking Translations

WalkerCom will provide system translations for trunking and network connectivity.

A1.4 Solution Deployment

A1.4.1 Hardware Installation

WalkerCom will:

- Unpack, inspect and inventory hardware.
- Install hardware and connect all adjuncts to the Communication Server, if applicable.
- Install software and firmware upgrades, if applicable.
- Observe units upon power-up and verify successful completion of self-test diagnostics.

A1.4.2 Staging

Prior to hardware installation, WalkerCom will perform the following activities:

- Receive equipment.
- Inspect equipment for quality and quantity
- Report any shortages or overages to project coordinator.
- Assemble hardware and firmware components.

- Load system and application software, patches, firmware upgrades, system translations, and system configurations.
- Test application, including solution components, component integration, and call processing.

A1.4.3 Trunk Installation

A1.4.4 Cable Installation

WalkerCom will:

- Install cables of default length and gender. **Note:** WalkerCom can install longer cables or different genders at an additional charge.

A1.4.8 Remote Access Line – N/A

- Ensure that a 7x24 dedicated remote-access line is installed no later than the date on which WalkerCom begins work. WalkerCom will also require system DAmin log in and password privileges for the duration of the project.

A1.4.9 Cutover Support

WalkerCom cutover support will assist Customer in activating telephony solution. Related tasks include:

- Turn down Customer's existing system, if applicable.
- Activate new system.
- Move old facilities over to new switch.

A1.4.10 Help Desk Support: First Day of Service

A WalkerCom software resource and customer service engineer will provide Help Desk support on the first day of business (2 hours) following the install of the new system.

A1.5.1 Instructor Led End User Training

WalkerCom customized onsite training for Customer will cover the following topics related to systems functionality:

- New system features
- System documentation

A1.5.2 Training Room Setup

WalkerCom will use Customer-provided hardware to set up Customer's designated training room.

A2: Pricing Assumptions

A2.1 Work activities that do not affect service, including cutover support, will be performed and completed during Standard Service Hours.

Some of these services will be delivered remotely, unless otherwise mutually agreed to by WalkerCom and Customer.

A3: Offer Specific Customer Responsibilities

A3.1 Implementation Delivery

A3.1.1 Negotiation with Telecommunications Service Providers and Wire Vendors

Unless otherwise agreed, the Customer will be required to:

- Ensure that any network problems are referred to Customer's network service provider and resolved.
- Verify, tag, tone, test and document the distribution system according to requirements provided by WalkerCom project manager.
- Provide WalkerCom with signaling, framing and network programming information compiled from Customer's network vendor.
- Work with WalkerCom and Customer's network vendor to reach agreement on testing date and time.

A3.2 Solution Preparation

A3.2.1 Network Readiness Assessment: Detailed

Customer will be required to:

- Designate technical contact with understanding of Customer's data network.
- Ensure that technical contact is available to the WalkerCom consultant throughout network assessment.
- Provide WalkerCom with accurate and current topology maps of new and existing network designs.
- Complete the data-configuration survey provided by WalkerCom.
- Provide any non-Avaya hardware and/or software upgrades required to optimize Customer's network.
- Validate that all LAN and WAN segments at all test sites are functional during same test period.

A3.3 First Day of Business Support (Help Desk)

Customer will be required to provide at least one representative to help support the Help Desk operation.

Section 6: Warranty Notes

- WalkerCom will add new solution and hardware to customer's existing Avaya maintenance contract thru the Business Partner Channel Center. If customer does not have Avaya maintenance, then it is the customer's responsibility to add solution and hardware to customer's maintenance provider.
- If a technician is dispatched and WalkerCom determines that the reported problem is not attributable to WalkerCom, then WalkerCom will invoice the customer at the then-current time and materials fees

plus associated travel and living expenses. WalkerCom will not charge the customer for dispatched assistance if the customer has entered into an agreement with WalkerCom for a dispatch service.

- Labor specified under the SOW is warranted for quality for 90 days. During that period if a report of the discrepancy is received it will be remedied during normal business hours. Reports after the 90 day period will be handled as a services request and billed under current agreed rates.
- Software specifications and set placement instructions will be mutually agreed to prior to the work start date. Errors by WalkerCom implementation of these specifications and instructions will be remediated, if reported in writing to WalkerCom within 30 days of the first day of service. Additional requirements will result in a change order and will be billed under current agreed rates. Reports after the 30 day period will be handled as a services request and billed under current agreed rates.
- If WalkerCom incurs additional costs due to the customer being unable to meet commitments identified in the project plan (e.g., the site is not ready for installation tasks to begin), these costs will be charged back to the customer. A remobilization fee will apply if testing activities are suspended because the facilities (building access, escorts, etc.) are not ready or because changes are made to the scope of work. If additional equipment (crane, fork lift, etc.) is required or if WalkerCom is denied reasonable access to a location, there will be an additional charge.
- Pricing is based on use of non-union labor at all sites.

Section 7: Pricing Notes

Travel

- Travel and expenses included.

Project Location(s)

- Work to be performed on this project remotely and on-site as deemed most appropriate by the lead WalkerCom Project Manager

Terms

- Quote is valid 60 days.
- A purchase order MUST be issued for this project to commence. Remit signed purchase order to the contact below. Terms & Conditions are included on the following page. Standard contract terms apply unless exceptions noted above.
- Payment Terms:
 - The value of 50% of the overall project will be invoiced and customer agrees to pay upon written acceptance of this SOW and/or the dollar value of the hardware/software (material) that needs to be ordered. Payment is in US dollars.
 - Remainder 50% of the overall project will be invoiced and customer agrees to pay upon final project acceptance by the customer.

Placing Orders:

- Please provide the following information when placing an order:
 - Quote Number
 - Contact Information

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Contact Information

- Rick Jacoby – VP of Sales

– 281-997-5704

– jacoby@walkercom.com

- Carlos Ledesma – VP of Operations

Fort Bend County Libraries

Contact Name: Jill Cherie Sumpter

Contact Number: 281-341-2630

Location: Missouri City Library

Address: 1530 Texas Parkway

City: Missouri City

State/Province/Department: TX

ZIP/Postal Code: 77489

WalkerCom

Contact Name: Rick Jacoby

Contact Number: 281-997-5704

Address: 2213 Garden Road

City: Pearland

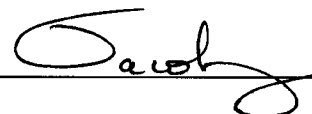
State/Province/Department: TX

ZIP/Postal Code: 77581

BY: Fort Bend County- Robert Hebert
Print Name

BY: 
Signature

BY: Ramón ("Rick") Jacoby _____
Print Name

BY: Jacoby 
Signature

BY: County Judge
Title

BY: VP of Sales _____
Title

Date: June 22, 2010

Date: 05/16/10 6-21-10

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– 281-997-5771

– carlos.ledesma@walkercom.com

Section 8: Extended Maintenance – Software Support Model 1 year Pre-Paid of 3 year term

Section 9: Signatures

