



Statement of Work Prepared For:

**Sauk County, WI – Circuit Court
Law Enforcement – 2nd Session Manager**

Proposal Date: May 6, 2022

Presented by:

Krystal Resetich
Voice Collaboration Account Manager
(630) 888-3126
krystal.resetich@avispl.com

Document History

REVISION HISTORY FOR QUOTE #OP392745

Revision #	Revision Date	Description of Change	Author (Last Name)

We are pleased to offer this Statement of Work ("SOW") as an agreement between AVI-SPL LLC ("AVI-SPL") and the party included on the cover page ("Customer", "you"). This SOW is effective on the date of last signature.

We are looking forward to working with you and above all, we want to make sure this project is a success. This SOW details the work we will do for you, how we will run the project, and what we need from you in order to be successful.

A few quick items to note:

- If there is a master agreement between Customer and AVI-SPL ("Master Agreement"), then any terms in the Master Agreement that are in addition to or conflict with the terms included in this SOW will govern.
- The terms of this SOW, the related purchase order ("PO"), and the Master Agreement, if applicable, includes the entire agreement between the parties related to the content of this SOW. No conflicting or additional term on any PO or other administrative document provided by either party can govern without the express agreement of you and AVI-SPL.
- AVI-SPL is an independent contractor and not an employee, agent, joint venturer or partner of Customer.

Project Scope

The scope of work for the project includes only those deliverables that appear in the Project Summary section of this SOW. If Customer requires additional services outside of this SOW, AVI-SPL will discuss the requirements for such services with the Customer prior to any such task being performed. Any changes and associated fees will be documented and mutually agreed by following the Change Order process detailed below and must be in place before additional work will be completed.

PROJECT SUMMARY

AVI-SPL is being engaged by the Client to deploy new Avaya telephony to add a second Session Manager at the Law Enforcement Center for Sauk County.

Currently, both Communication Managers (CM) are located on the same ASP server. AVI-SPL will split the CMs between Server 1 and Server 2. Additionally, no CM Duplication Network exists on APS #1 or #2. AVI-SPL will correct VM switching on both servers and configure physical NIC's for crossover cable.

AVI-SPL will not be responsible for any firmware updates on existing gateways for this project. AVI-SPL will be responsible for the programming of up to two (2) SIP trunks to accommodate the new Session Manager.

AVI-SPL will provide remote professional services to complete the project as follows:

System Updates:

The following applications are included in this Statement of Work:

(3070750) 1300 Lange Ct, Baraboo, WI 53913

- (1) Session Manager (Virtual)
- (1) Aura Device Services Server (Virtual)

(3070735) 510 Broadway St, Baraboo, WI 53913

- (1) Session Manager (Virtual)

Locations Involved:

- (3070750) 1300 Lange Ct, Baraboo, WI 53913
- (3070735) 510 Broadway St, Baraboo, WI 53913

General Assumptions

Unassisted Access:

Current implementation pricing and SOW assumes that all AVI-SPL resources will have VPN or equivalent unassisted access for the duration of the project. If VPN or equivalent unassisted access for the duration of the project is not provided, then a flat rate \$2000 change order will be added to the project.

If a virtual deployment, the customer's virtual environment is ready and meets Avaya minimum specifications and is ready for deployment.

Deployment Timeframes

Regular Business Hours (Monday-Friday, 8:00am to 5:00pm central standard time):

- Project planning/calls
- Non-Service Impacting Virtual server configuration work
- Go-live readiness assessment & testing
- First Day of Business (up to 2hours remote only)
- Technical registration with Avaya

After Business Hours (Monday-Thurs. After 5:00pm central standard time):

- Go live
- Service Impacting Work

Weekend Hours (Friday night after 5:00pm thru Monday 8:00am central standard time):

- None

At the time the Project Workbook form is returned, the project will move into a "Programming Freeze" period that will not allow changes until the new system is installed. Any changes to the existing system during that period will need to be tracked by the customer. The customer is then responsible for programming changes made during the Programming Freeze period into the new system once installed.

Project Management

AVI-SPL will provide overall Project Management for the duration of this project. The PM will act as the single point of contact with all project information and communication. The AVI-SPL PM will be responsible for:

- Planning, executing, and closure of the project
- Managing the AVI-SPL resource team
- Maintaining project deliverables as outlined in the Statement of Work
- Issuance of project change orders
- Standard AVI-SPL Project Management.
 - In depth planning, meetings, or excessive document request may require a change in scope for PM responsibilities

It is expected that the client will provide a single point of contact that is the client-side project champion. This single point of contact is responsible for all communication to the client resources, ensuring that client-side deliverables are completed by dates outlined in the project, and being an escalation point for the project.

Customer Acceptance/Completion

The AVI-SPL Project Team will verify the successful testing of the system based on the stated criteria agreed upon in this SOW.

AVI-SPL will notify Customer of project completion by submitting to Customer a AVI-SPL Sign-Off Form in a form substantially similar to the one attached as Appendix A.

- Customer will sign and return the form within 10 business days of receipt.
- If the AVI-SPL Sign-Off Form indicates there are no exceptions, the project will be considered accepted by Customer upon AVI-SPL's receipt of the AVI-SPL Sign-Off Form.
- If the Sign-Off Form indicates exceptions, Customer will provide in writing specific details regarding what and how the service did not substantially conform to this SOW. AVI-SPL will address any such non-conformance in a timely manner. The process for acceptance will be repeated until non-conformance has been resolved.
- If the Customer does not return a signed AVI-SPL Sign-Off Form within 10 business days of receipt (or has not provided any written exceptions to sign-off), the SOW will be deemed accepted by the Customer on the 11th business day after Customer's receipt of AVI-SPL Sign-off Form.
- The AVI-SPL Sign-Off Form will not be delayed for the purpose of successful test completion with any secondary systems or non-AVI-SPL branded solutions.

Warranty

Equipment Warranty. AVI-SPL is an authorized reseller, but not the manufacturer, of any equipment (including software) furnished by AVI-SPL. Any equipment warranties, licenses and indemnities are provided directly to the Customer by the original equipment manufacturer (OEM). AVI-SPL will provide to Customer the OEM information detailing any license, warranty and indemnity right it receives from any third party provider of such equipment upon request and will reasonably cooperate with Customer in enforcing such rights. OEM warranty periods start the date equipment is shipped from the manufacturer, not the date of installation unless shipment and installation dates are the same. Nothing in this Agreement shall be construed as expanding or adding to any OEM warranty terms or terms otherwise required under an OEM license agreement. Once equipment is ordered by AVI-SPL, AVI-SPL will not accept returns; and any such ordered equipment may not be returned unless the OEM has issued a Return Authorization ("RA"). Equipment returned without a RA is considered unauthorized and will not be accepted. Equipment returns due to defective Equipment are subject to the OEM's warranty. If a RA is issued for Equipment returned without cause, the Customer will be invoiced for, and is required to pay, return shipping charges, the OEM's restocking fee, and any charges incurred by AVI-SPL for such return. For software licenses, special orders, and custom products, applicable OEM warranty terms apply, but such items are not returnable without cause under any circumstances. Notwithstanding the foregoing, if Customer is required by an OEM to agree to the terms of an end user license agreement (or similar agreement) in order to utilize the manufacturer's equipment or software, then Customer agrees that such terms will apply between such OEM and Customer even if in conflict with this Agreement.

Services Warranty. AVI-SPL warrants to Customer that any services performed by AVI-SPL or its subcontractors under this SOW will be carried out in a professional and workmanlike manner by qualified

personnel in accordance with the specifications set forth in this SOW and/or the PO. If any services have not been so performed, and AVI-SPL receives Customer's detailed written request to cure a non-conformance within 30 days of acceptance of the services, AVI-SPL will promptly re-perform those services as Customer's sole and exclusive remedy for a breach of this warranty. Any services (including without limitation, installation or support services or extended warranties) specified in a SOW to be performed by an OEM comes with the OEM's standard warranty, licenses and indemnities only, and the OEM is solely responsible for the performance of such services, including without limitation design, completion and Customer acceptance/sign off.

Disclaimer. The remedies set forth above will be Customer's sole and exclusive remedy, and will be in lieu of any other rights or remedies Customer may have against AVI-SPL, with respect to the non-conformance of equipment and services. EXCEPT AS SET FORTH IN THIS SOW, AVI-SPL MAKES NO EXPRESS REPRESENTATIONS, WARRANTIES OR INDEMNIFICATION WITH REGARD TO ANY EQUIPMENT OR SERVICES OR OTHERWISE RELATED TO THIS AGREEMENT, AND AVI-SPL DISCLAIMS ALL WARRANTIES, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN NO EVENT WILL EITHER AVI-SPL OR CUSTOMER BE LIABLE FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT, OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE ARISING OUT OF OR IN CONNECTION WITH THIS SOW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, NEITHER AVI-SPL NOR CUSTOMER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS SOW (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE, OR OTHERWISE) SHALL EXCEED THE PURCHASE PRICE AND FEES PAID BY CUSTOMER FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRIOR TO THE CLAIM. THIS SOW IS SOLELY FOR THE BENEFIT OF AVI-SPL AND CUSTOMER AND SHALL CONFER NO RIGHTS OR BENEFITS TO ANY THIRD PARTIES.

Payment Terms and Billing Schedule

Projects less than \$50,000.00 will be billed upon substantial completion of the project.

Projects greater than \$50,000.00 will follow the below billing schedule.

AVI-SPL will bill in stages, and Customer will receive a minimum of two (2) invoices as outlined below:

- **First Invoice** will bill for 100% of the hardware and software (which includes licenses) with applicable tax charges. This invoice will be sent when AVI-SPL orders substantially all the hardware/software on behalf of the customer.
- **Second Invoice** will bill for labor, maintenance, and any monetary adjustments related to changes to the PO previously approved by AVI-SPL and Customer as well as all applicable tax and freight charges. This invoice will be sent upon substantial completion of the project or if the project install date is extended by the customer.
- **Third Invoice** (if applicable): If the use of a 3rd party professional services company is required to complete this SOW, AVI-SPL will invoice the customer all upfront dollar amounts required by said third party to initiate the project.

If the Customer extends the install date past the original install schedule date, Customer will receive an invoice for the total of all materials ordered and work performed regardless of project size.

The foregoing billing terms do not apply to AVI-SPL provided monthly-recurring managed services, which will be invoiced monthly.

AVI-SPL's payment terms are net 30 from the receipt of an invoice. Past due amounts may be subject to a late charge of 1 ½% per month.

Customer is solely responsible for paying all required freight charges and taxes (including, but not limited to, property, sales, use, or excise taxes) with respect to the equipment and services, except for any income tax assessed upon AVI-SPL. If you are tax exempt, please send exemption certificate(s) to james.gordon@avispl.com.

Acceptance & Agreement


This contract must be fully executed prior to AVI-SPL initializing work, purchasing product and scheduling staff resources.


I acknowledge an understanding of the purpose and content of this document. By signing this document and producing financial arrangements, I agree to this as the formal statement to begin work on and commit the necessary resources to the project described within.

Project Total: \$17,280.

plus applicable tax and freight.

I confirm I am authorized to enter into this agreement between AVI-SPL LLC and Sauk County, WI – Circuit Court.


Customer Signature
BRENT R. MILLER
Printed Name
ADMINISTRATOR
Title
5/20/2022
Date


John Bailey
Senior Vice President
AVI-SPL
5/24/22

Support Services Purchased: ☐ Access Premier ☐ Access Pro ☐ Access ☒ None

Master Services Agreement (MSA) in place: No

Appendix A

Customer Sign-Off Form (With or Without Exceptions)

Project Number:	PR - <Project Number>
Project Name:	<Project Name>
This Document is Issued by:	<Name>
Issue Date:	<MM/DD/YYYY>

- ☐ **Accepted** – The project is complete and meets the requirements identified in the Scope of Work.

Additional Comments:

- ☐ **Not Accepted** – The project is not accepted because it did not meet the following requirements outlined in the Statement of Work:

Requirements Not Met:

If this form is not returned (or if written explanation of Requirements not Met are not otherwise provided in writing) within 5 days of Issue Date listed above, the project will be deemed accepted by the Customer on the 6th day after the Issue Date.

_____	Date: _____
Client	
_____	Date: _____
Project Manager	
_____	Date: _____
AVI-SPL Lead Technician	

Reused Equipment

AVI-SPL will not be responsible for the integrity of any Customer-provided or reused equipment. The AVI-SPL resources on the project will provide basic troubleshooting to determine the root cause of any hardware failures. If AVI-SPL resources deem the cause of the failure is in direct response to the current project, AVI-SPL will provide best effort troubleshooting to resolve the issue or determine the best course of action for resolution.

If the failure is not deemed a direct response to the project, the responsibility for troubleshooting and/or replacement will be that of the customer or customer vendor.

Cancellations/Delays/Exclusions

- All on-site cancellations or postponements of onsite installation commencement are subject to AVI-SPL monetary recuperation of lost travel expenses. A Change Order form signed by the Customer must be returned to AVI-SPL prior to AVI-SPL rededicating resources.
- AVI-SPL is not liable to the Customer or any third party for any delays, damages or equipment failure caused by any circumstances beyond our reasonable control, including, but not limited to, manufacturer fabrication delays or errors, shipping delays, equipment malfunctions, natural disasters, acts of war/terrorism, actions by any government authority, labor stoppages/slowdowns, and/or pandemics/quarantines. For the avoidance of doubt, this specifically includes either party's (and, in the case of AVI-SPL, its subcontractor's or vendor's) determination to temporarily close or suspend one or more business premises and/or quarantine of one or more individuals identified as necessary or required for its performance under this SOW in compliance with its communicated company policy and/or CDC guidelines.
- Either party may terminate this SOW at any time without further obligation or liability in the event that the other party is in default regarding any material obligation of this SOW and such default is not cured within 10 business days of receipt of written notice from the non-defaulting party that provides details of such default; and in the case of such termination, all outstanding AVI-SPL invoices for completed work and any completed work and expenses not yet invoiced shall be due and payable.

- Coordination of and/or troubleshooting of the customers chosen Telephony provider: It is the responsibility of the client for all coordination and communication with their chosen Telephony provider services. AVI-SPL will not provide resources for the purpose of scheduling or troubleshooting of the client's chosen Telephony provider. Any project delays or cancellations due to client data and/or voice network issues will be considered billable on T&M at the rate of \$300.00/hour with all work performed during normal business hours. Premium rates will apply for afterhours work
- Certificates: It is the customer's responsibility to verify the communications systems certificate expiration dates, use Avaya provided tools to update certificates, use third party certificates to replace Avaya certificates, and to take proactive measures to prevent the expiration of certificates which may lead to the interruption of Avaya services. AVI-SPL will charge a time and material (T&M) rate of \$300.00/hour for any customer engagements related to updating certificates or related issues. with all work performed during normal business hours. Certificate renewal and generating instructions can be found under each Avaya product line on <https://support.avaya.com>. Premium rates will apply for afterhours work
- IP Address Schema change: All IP addresses of the existing applications will be reused in the upgraded environment. AVI-SPL will use temporary IP addresses during the pre-deployment phase to avoid an IP Address conflict on the network. At the time of go-live, the primary IP Addresses will be redeployed. IP address changes requiring additional engineering labor will be billable on a per hour basis
- Additional Work: Any additional programming request or application upgrade not specifically outlined in the above Project Summary is excluded from this Statement of Work and will require a change order for billable products and services
- Gateway Firmware: Unless specifically identified above, AVI-SPL will not be responsible for any firmware updates for any existing gateways. If firmware updates for any existing gateways are requested, then AVI-SPL will require a change order for billable services
- Installation or configuration of SCP/TFTP back-up servers
- Certification of customer installed equipment

Project Workbook

As part of this project, AVI-SPL will provide to the customer a Project Workbook. This Project Workbook will be the main tool used to gather all necessary information the AVI-SPL Software Specialist will use to program the new system. This Project Workbook must be completed and returned to the AVI-SPL no less than three (3) weeks prior to scheduled installation date.

Any programming request during the Programming Freeze will be considered billable and will only be completed if it can be done and not affect the project timeline. If the request will delay the project schedule, the AVI-SPL PM will discuss this with the customer and develop a plan agreeable to both parties.

Project Assumptions

If these items are necessary to add to the project, it will be handled through the Change Control process outlined below and priced accordingly. Those assumptions are:

- AVI-SPL will not be responsible for integrity of reused/customer provided equipment
- Union labor is not included in this quote. If union labor is required, a change order will be issued

Customer Responsibilities

Customer will provide:

- Site address(es)
- Named resources with contact information
- Access to these individuals at agreed upon times
- VPN or equivalent unassisted access to customer network as needed for entirety of the project
- Attendance and participation in any scheduled planning calls
- Extension of TELCO dmarc to the existing voice system prior to tech arrival onsite if applicable
- Provide AVI-SPL with PRI provisioning cut sheet from TELCO provider if applicable
- Any interactions or order placement with their TELCO providers if applicable
- Completion of all requested documents requested by AVI-SPL

Outside of Scope Items

The following items are deemed to be outside of the project scope and therefore the responsibility of the customer to complete:

- Troubleshooting of the client's data network: It is the responsibility of the client to provide a data network that is fully configured and able to support the applications being deployed on this project. AVI-SPL will not provide resources in configuration or troubleshooting of the client data network. Any project delays or cancellations due to client data network issues is considered billable on T&M at the rate of \$300.00/hour with all work performed during normal business hours

Project Scheduling

To ensure a successful project, the AVI-SPL Project Manager will not confirm an implementation date until the following client deliverable conditions have been met:

- AVI-SPL receives the completed project workbook back from the client
- All AVI-SPL requested information must be returned to AVI-SPL no less than two weeks prior to scheduled go live, or project could be delayed

All scheduling requests are based on mutually agreeable dates for both AVI-SPL and the Customer.

AVI-SPL has an estimated 6–8-week lead time for project initiation, which is subject to AVI-SPL resource availability. Any scheduling requests less than 6-8 weeks will require an expedite charge and be subject to AVI-SPL resource availability. For a multiple site implementation or any implementation that requires a network assessment, the installation timelines will increase accordingly.

The lead time begins once a signed SOW and PO are received from the Customer and receipt is confirmed by AVI-SPL. It's important to note that the project will not begin, nor will a Project Manager be assigned until a signed SOW and PO are received.

Once those items are received, a Project Manager will be assigned, and Customer will be contacted with proposed installation dates. Installation dates are finalized upon receiving written approval from the Customer. Delays in installation approvals could result in originally proposed installation dates no longer being available.

All projects, unless notated below and priced accordingly, will be completed in a single phase. Additional costs will be incurred by the customer if a multi-phase turn up is requested. The request for a multiphase project must be made to the AVI-SPL Project Manager during the project kick-off call. The responsibility of the making this request is solely that of the Customer. Acceptance of this request will be confirmed by the AVI-SPL Project Manager through an AVI-SPL Change Order form.

The scheduling of multiphase projects will be based on dates that are mutually agreeable to both AVI-SPL and the Customer.