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#### <u>Vendor: SBC Global Services, Inc. dba AT&T Global Services on behalf of its affiliate AT&T Corp.</u> <u>Customer:</u> County of El Dorado ("Customer")

#### **PROVISION OF SERVICE**

Pursuant to this Attachment, SBC Global Services, Inc. dba AT&T Global Services on behalf of and through its affiliate AT&T Corp. (collectively with their affiliated companies, referred to as "AT&T") will provide AT&T Network Integration Services ("Services") identified in the Statement of Work ("SOW") attached hereto as Exhibit 1. Services shall include manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party.

This Attachment, including the SOW, shall be effective upon execution by both parties of the SOW. SOWs subsequently added must reference this Attachment and shall be effective and incorporated in and made part of this Attachment on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated, only as provided for in the SOW, each SOW shall be deemed terminated when both parties' respective obligations there under have been fully performed, or it is otherwise terminated according to terms and conditions of the CALNET 2 agreement.

Charges for Services are set out in the SOW. AT&T shall invoice the Customer as set out in the SOW.



MA Reference No.: 130034 Calnet 20080328-104 dtd 3-27-08 AT&T Network Integration Tracking ID: GBS160147.2 Document Version #: v3 Date 02-04-13 UUID – np211k

| CUSTOMER Legal Name<br>("Customer") | AT&T Corp. ("AT&T") (designate other entity<br>If signing entity other than AT&T Corp)                         | AT&T Branch Sales Contact Name        |
|-------------------------------------|--|---------------------------------------|
| County of El Dorado                 | AT&T   | Name: Kathy Brown                     |
| CUSTOMER Address                    | AT&T Corp. Address and Contact   | AT&T Branch Sales Contact Information |
| Street Address: 360 Fair Lane       | One AT&T Way   | Address: 2700 Watt Ave                |
| City: Placerville                   | Bedminster   | City: Sacramento                      |
| State / Province: CA                | NJ   | State / Province: CA                  |
| Country: USA                        | 07921-0752   | Country: USA                          |
| Domestic / Intl / Zip Code: 95667   | Contact: Master Agreement Support Team   | Domestic / Intl / Zip Code: 95821     |
|                                     | Email : mast@att.com   | Fax:                                  |
|                                     |  | Email: kb1847@att.com                 |
|                                     |  | Sales/Branch Mgr: Julie Tone          |
|                                     |  | SCVP Name: Chris Congo                |
| CUSTOMER Contact                    | AT&T Address and Contact   | AT&T NI Contact Information           |
| Name: Kelly Webb                    | Name:  | Name: Nicole Palmentiero              |
| Title: IT Director                  | Title:   | Address: 1150 S Olive St              |
| Telephone: 530-621-6565             | Telephone:   | City: Los Angeles                     |
| Fax:                                | Street Address:  | State: CA                             |
| Email: Kelly.Webb@edcgov.us         | City:  | Zip Code: 90015                       |
| ,                                   | State / Province:  | Country: USA                          |
|                                     | Country:   | Telephone: 213-743-5744               |
|                                     | Domestic / Intl / Zip Code:  | Email: np211k@att.com                 |
| CUSTOMER Billing Address            | the second s | Security Providence and the second    |
| Street Address: 360 Fair Lane       |  |                                       |
| City: Placerville                   |  |                                       |
| State / Province: CA                |  |                                       |
| Country: USA 95667                  |  |                                       |
| Domestic / Intl / Zip Code:         |  |                                       |
| Attn: Arleen Loewen                 |  | 1                                     |

This Agreement for AT&T Network Integration Services and Purchased Equipment resale (hereinafter, "Agreement") is effective on the later of the dates when signed by both the Customer and AT&T (the "Effective Date").

AGREED:

CUSTOMER County of El Dorado

By

(Authorized Agent or Representative)

RON BRIGGS

(Typed or Printed Name)

Chairman (Title)

(Date

ATTEST: James S. Mitrisin Clerk of the Board of Supervisors By Marcie MacFarland, Deputy Cl

AGREED:

AT&T el, By (Authorized Agent or Representative)

Lisa Casey-Gutshall Contracts Specialist

(Typed or Printed Name)

(Title)

3-13-13 (Date)

MA Ref # 130034 ECATS 20070215-0118 NI Tracking #: GBS160147.2 EM: np211k/2866960 dtd 02-04-13 2 of 15



## **EXHIBIT 1: STATEMENT OF WORK**

#### 1. Introduction

This Statement of Work ("SOW") is attached to the Agreement and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are AT&T Corp. ("AT&T) and County of El Dorado ("Customer") Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by Customer by April 1, 2013, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.

#### 2. Scope of Work

#### 2.1 Services

AT&T will provide VeraSMART Hosted Services. AT&T will provide services and pricing approved by Calnet in Appendix A. ("the Project").

Customer or its Affiliate may issue Purchase Orders to place an Order based on a Quote provided by AT&T hereunder. The following language (with the appropriate purchasing entity and dates filled in) must be added to the Purchase Order for AT&T to accept the Purchase Order or other Order form:

"This PO issued by County of El Dorado ("Customer") pursuant to the AT&T Network Integration Addendum dated 02-04-13"

#### 2.2 SOW Term

The Project will commence ten (10) calendar days after Effective Date of this SOW.

The Term for this Service shall be sixty (60) months from the Effective Date. Notwithstanding any provision in Calnet II to the contrary, in the event Customer elects either to terminate this SOW for any reason other than AT&T's material breach or to stop utilizing the enabled Services prior to the end of the Initial Minimum Term, Customer must provide AT&T with ninety (90) days prior written notice and is obligated to pay all Fees and Charges incurred up until the date of termination. Refunds for Services already rendered will not be provided. In the event the State elects to extend the Calnet II Contract, AT&T will continue to provide these Services on the terms and conditions provided hereunder during any Calnet II extension period. In the event the State of California does not extend the Calnet II Contract, AT&T will honor the rates and relevant terms and conditions for the full sixty (60) month Term.

#### 3. AT&T Responsibilities, Tasks and Deliverables

AT&T will be responsible for executing the activities described in Appendix A, Calnet Scope of Work. Activities not expressly included in this SOW are outside the scope.

#### 3.1 Deliverables

| Event                             | Deliverables  |
|-----------------------------------|---|
| Engagement Kickoff Meeting        | Communications Plan   |
| Engagement Rickon Meeting         | Review Project Timelines and Schedule                                       |
| Project Status Report             | Status reports and meetings will be held on a regular basis mutually agreed |
| Troject Otatus Report             | upon by Customer and AT&T throughout the term of the SOW.                   |
| Final Project Review and Closeout | Final document summarizing the project to Customer Project Manager upon     |
| Final Project Review and Closeout | implementation completion.  |

#### 3.2 Project Time Frame and Service Hours

The Services provided hereunder shall be performed Monday through Friday, 9:00 a.m. to 5:00 p.m., local time, excluding designated AT&T holidays ("Normal Business Hours"), unless otherwise noted herein. AT&T Designated Hollday Date Observed

AT&T Designated Holiday New Year's Day Memorial Day Independence Day Labor Day Thanksgiving Day Day after Thanksgiving Christmas Day

January 1 Last Monday in May July 4 1st Monday in September 4th Thursday in November 4th Friday in November December 25



#### 4. Customer Roles and Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible per section 1.3 of Appendix A.

#### 5. Project Governance

#### 5.1 Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample at Appendix B to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix B.

#### 5.2 Engagement Contacts

 (a) Customer: County of El Dorado Information Technologies Name, Kelly Webb Title, IT Director Address, 360 Fair Lane, Placerville, CA 95667 Contact Information (Phone, email, etc.) kelly.webb@edcgov.us

(b) AT&T:

Name, Nicole Palmentiero Title, Engagement Manager Address, 1150 S Olive St, Los Angeles, CA 90015 Contact Information (Phone, email, etc.) 213 743-5744 np211k@att.com

#### 6. Fees and Charges

6.1 AT&T shall provide the Services and user licenses as defined in Appendix A for the Charges stated below for sixty (60) month term.

| Deliverables   | Billing Commences      | One Time<br>Fee | Monthly Recurring<br>Charges |
|--|------------------------|-----------------|------------------------------|
| Program Setup and<br>Initial Services                            | On SOW Effective Date  | \$26,000.00     |                              |
| VeraSMART Software<br>Subscription & Invoice<br>Loading Services | On SOW Effective Date  |                 | \$3,670.00                   |
| Expenses   | Monthly as incurred    |                 |                              |
| Totals   | Based on 60 month term | \$26,000.00     | \$220,200.00                 |

#### GRAND TOTAL: \$246,200.00 U.S. Dollars

#### 6.2 Additional Pricing Terms and Conditions

- (a) <u>Defined Scope</u>. Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW may necessitate changes in pricing. Pricing herein assumes no project delays will occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) <u>Invoicing</u>. AT&T will invoice the Service Fees as defined herein. AT&T invoices will be presented on a monthly basis and will cover Services and any one-time charges provided during the previous calendar month.

#### 7. Engagement Assumptions

This SOW is based on the assumptions detailed in Appendix A.



APPENDIX A: CALNET APPROVED SCOPE OF WORK

# **STATEMENT OF WORK**

| Customer: County of El Dorado | Offer: # GBS160147.2 |  |
|-------------------------------|----------------------|--|
| Contract Section ID: 6.1.2.5  | Date: 02/04/13       |  |

This Statement of Work (SOW) is by and between SBC Global Services, Inc. dba AT&T Global Services on behalf of its affiliate AT&T Corp ("Supplier") and County of El Dorado ("Customer") as of the ("Effective Date") written within this document and is governed by the Terms and Conditions which are part of the CALNET 2, MSA 1 Agreement ("Agreement") between AT&T and Customer.

This SOW defines the deliverables and services that AT&T shall provide to Customer under the terms and conditions of this Agreement. This SOW also defines the responsibilities of AT&T and the Customer as outlined in Sections 1.0 through 1.5 and associated Exhibits hereto included.

#### 1. Project Scope

AT&T will provide Telecommunication Expense Management (TEM) Services to Customer. The AT&T telecommunications expense management project includes the following:

- VeraSMART SaaS Subscription
- TEM BPO Services
- Project Management

#### **1.1 Key Assumptions**

This SOW, including but not limited to the rates and charges, is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process.

- (a) AT&T reserves the right to withdraw the Scope of Work
- (b) Supplier shall endeavor to review and arrange that all information necessary for the performance of services as stated in the SOW has been disclosed or provided to the Supplier engagement personnel and shall provide information.
- (c) Supplier will document and review specific requirements provided by Customer and will require final approval by the AT&T Single Point of Contact (SPOC) prior to starting any work under this SOW.
- (d) All changes or amendments to this SOW will be mutually agreed to in writing per the Change Control Process and signed by the authorized representatives of both parties upon final presentation. Supplier is not authorized to perform any out of scope changes without prior written authorization and approval from the Customer authorized contact.

#### **Pricing Assumptions**

The schedules and pricing in this agreement are based on scale of the TEM environment to be supported:

| Environmental Variables            | Maximum Number |  |
|------------------------------------|----------------|--|
| Amount of telecom spend            | \$1,200,000    |  |
| Number of carriers                 | 1              |  |
| Number of monthly carrier invoices | 1              |  |



#### **1.2 AT&T Responsibilities**

### Customer's Service Address: 360 Fair Lane, Placerville, CA 95667-1215

#### VeraSMART SaaS Subscription

The services described here will be performed using part of the VeraSMART Telecom Expense Management suite, and licensing is provided to Customer for those Functional Areas included as follows. Functional Areas not included as a part of this deliverable may be licensed by Customer at Customer's discretion.

| Software Modules             | Included        | Not Included |
|------------------------------|-----------------|--------------|
| Call Accounting              |                 |              |
| Inventory Management         |                 |              |
| Invoice & Dispute Management |                 |              |
| Contract Management          |                 |              |
| Software Add-ons             |                 |              |
| Wireless Management          |                 |              |
| Multi-Currency               |                 |              |
| EZ-Share (standard with TEM) |                 |              |
| User Access                  | Number of Users |              |
| Administrative Users         | 10              |              |
| Business Users               | 20              |              |
| Limited Users                | 250             |              |

#### TEM BPO Services

AT&T will provide the TEM Business Process Outsourced ("BPO") Services listed in the table below that have the corresponding box "checked". The Customer retains complete responsibility for all TEM Services that do NOT have the corresponding box checked.

| TEM Program Implementation, Program<br>Management and Initial Services | AT&T F                                 | Provided                               |
|--|--|--|
| TEM Program Implementation   |  | $\boxtimes$                            |
| TEM Program Management   |  |  |
| Recurring TEM BPO Services   | AT&T Provided for<br>Wireline Expenses | AT&T Provided for<br>Wireless Expenses |
| Electronic Invoice Loading   |  |  |

The TEM BPO Services are described below:

#### **Electronic Invoice Loading**

Supplier shall perform the following services for the Customer's telecom expenses:

• AT&T will work with all Customer telecommunications carriers to obtain invoicing in our preferred Electronic Billing Format, which will then be delivered via EDI, CD, or web-download from the carrier website.



• AT&T will import all electronic invoices into the Customer's instance of VeraSMART.

#### **TEM Program Metrics**

The schedules and fees offered in this SOW are based on a maximum value applied to certain Environmental Variables. AT&T will notify Customer for each Environmental Variable that is exceeded in a month. AT&T may elect to charge additional fees when an Environment Variable maximum is exceeded for two (2) consecutive months. AT&T will submit a Program Change Notice specifying the new maximum limits and the change to fees to be charged. Customer may elect to either (1) accept the Program Change Notice indicating acceptance of the new limits and new fees or (2) reject the Program Change Notice and immediately reduce to below maximum limits the Environment Variable(s) that exceed the maximum limits.

| Environmental Variables                     | Maximum Number         |  |
|---|------------------------|--|
| Amount of telecom spend                     | \$1,200,000            |  |
| Number of carriers                          | 1 (AT&T CALNET)        |  |
| Number of monthly carrier invoices          | 1 (AT&T CALNET)        |  |
| Number of monthly paper carrier invoices    | 0 to be loaded by AT&T |  |
| Number of wireless devices under management | 0                      |  |

#### **Project Management**

To effectively deliver the services described in this SOW, AT&T will assign a Program Manager for the length of the engagement. This Program Manager will be the single point of contact at AT&T for the day-to-day operation of this project. The Program Manager will orchestrate and lead the following program management activities:

Recurring status reports and conference calls

- Attendees: AT&T and Customer project managers
- Primarily for issue resolution and day-to-day service decisions

Annual Executive Review

- Attendees: All above plus AT&T's Director of TEM Services and executive Sponsor, as required.
- Program review with savings reports and ROI analysis
- Discuss service/scope changes
- Discuss opportunities for program expansion

#### TEM Program Implementation

AT&T will deliver the following TEM Program Implementation Services:

- Assign respective teams and program managers.
- Conduct Kickoff Conference Call to review scope and initial steps required to ensure a successful kick-off
- Conduct On-Site Implementation Planning Meeting to:
  - Present the Project Plan including tasks and timelines for deliveries
  - Gather and document Customer's business requirements for each of the TEM Services within the SOW
- Execute Letters of Agency between Customer and 3rd party telecom service providers, as necessary, to permit
  AT&T to collect and act upon Customer telecom inventory, billing and contract information from 3rd party service
  providers, as required by this SOW.
- Implement VeraSMART TEM Suite and managed services processes, as per the Project Plan.
- A/P Interface. AT&T will:
  - Design and Build One AP Feed to support Accounts Payables. (Additional feeds will require development cost)
  - Schedule AP feeds based upon Customer's desired schedule, which may be weekly, bi-weekly, or monthly.
  - Include in each AP feed all invoices that have been approved for payment in the previous period.

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- Include in each invoice line item remit information, account number, amount, invoice date, and GL coding as provided by Customer.
- AT&T will generate an Export AP Feed from VeraSMART in a file format agreed to by Customer and AT&T.
- Deliver AP Feed to Customer via Customer's secure FTP location or other secure transport method agreed to by both parties.
- Assist Customer with the resolution of any anomalies experienced in the import of the AP feed.
- Reverse A/P Interface. AT&T will:
  - Design and Build One Reverse AP Feed to support Accounts Payables. (Additional feeds will require development cost)
  - Establish an interface for loading Customer-provided information from Customers' financial software .
- Deliver training for TEM processes and VeraSMART:
  - VeraSMART Overview to familiarize users with the software application (1 hour web-based training)
    - TEM Process Training (2 days on-site training), including:
      - Roles and responsibilities between AT&T and the Customer .
      - **TEM Processes and workflows**
    - Execute ongoing TEM processes described in this SOW.

#### **TEM Program Implementation Service Hours**

AT&T will perform the TEM Implementation Services as defined in this SOW, TEM Program Implementation Services, within the following maximum hours.

| TEM Program Implementation Variables | Maximum Number |
|--------------------------------------|----------------|
| Implementation Services Hours        | 192            |

In the event that Implementation requires AT&T resources above the maximum hours defined above, AT&T will provide a Change Request for Customer approval.

#### **Call Accounting Implementation Services**

Call Accounting Implementation Services include planning, installing and configuring necessary software and hardware required to collect and report on Call Detail Records (CDR) from PBX networks as defined below.

| Call Accounting Implementation Variables     | Maximum<br>Number |
|--|-------------------|
| Number of Extensions                         | 5,000             |
| Number of CDR Sources (Collection Points)    | 8                 |
| Number of Pollable Storage Units (PSUs)      | 0                 |
| Number of Device / Organization Data Imports | 1                 |
| Number of EZ-Share Exports                   | 1                 |

In the event Customer requires implementation of additional Call Accounting elements beyond those listed above, AT&T will provide to Customer a Change Request with incremental pricing for the additional Services. Customer is responsible for all hardware required for implementation, including, but not limited to, Servers, PSUs, Cabling, etc.

#### Hosting Services / SaaS (Software as a Service) and Facilities

AT&T hosts the VeraSMART software at a secure, fault-tolerant, Tier 4 facility designed for zero downtime. The facility maintains fully redundant power supplies, fire suppression, and HVAC of the building including redundant network architecture. A dedicated server is used per Customer, and



multiple physical and logical security systems ensure continuous operation, data integrity, and protection of intellectual property.

- Performance features Carrier Class routing and Ethernet technology. Internet access is provided over a self-healing SONET network that re-routes traffic in milliseconds and provides connectivity to a redundant IP backbone operating at speeds of up to 10 Gbps.
- Power and cooling six fully redundant Liebert HVAC units the best in industry and two fully redundant 2000 kW/2500 kva rated Liebert generators. Five tanks with 25,000 gallons of diesel fuel and redundant fuel supply agreements ensure a continuous power supply.
- Physical security include ramming ballads, bullet proof glass, security guards, reinforced concrete walls, man traps, key code entry, bio-metric hand scanner and security cameras.
- Data security all systems are on a segmented network and are protected via firewall and system level
  with data intrusion detection, anti-virus and Firewall rules. Enhanced security on End User Customer
  systems includes static IP lock down, ports lockdown, Secure Socket Layer (SSL) and Virtual Private
  Networks (VPN). Application security includes dedicated URL and login and strong password protection.
  Host security is employed by applying current patches on hosts, including host OS patches, web servers,
  databases, and any other material application.
- Backups –Customer systems are backed up nightly. The full system state is backed up weekly, and
  incremental backups are performed nightly to supplement the full back-up until the next weekly full backup
  is done. In addition to the system state backups, a nightly image of the database is also taken and stored in
  two different places in the event of database corruption or data loss. All Customer backups are restored
  and validated on a monthly basis to a test system. A step-by-step procedure is maintained for each
  Customer's restoration process.

#### Service Level Agreement

The Service Level Agreement (SLA) is intended to provide Customer with a basis for measuring the performance of Supplier. SLAs do not apply until after Supplier has completed the implementation process and in cases where Customer does not follow agreed upon processes.

#### \*\*\*Normal Business Hours are defined as Monday through Friday 8:00am to 8:00pm Eastern Time

#### Service Level Targets

i) Web Portal Availability

| Service Level Target | Description   | Target |
|----------------------|---|--------|
| Web Portal Available | Availability is measured 12 hours per day, 5 days per<br>week and is measured as a percent of total minutes<br>available / total minutes of hours of operation in month | 99%    |

#### ii) Business Process Outsource (BPO) Service Level Targets

| Service         | Description   | Target              |
|-----------------|---|---------------------|
| Invoice loading | Invoices will be opened, date stamped and scanned (paper<br>only), and loaded into VeraSMART within five (5) business days<br>of invoice receipt for electronic and (7) days for paper. | 90% of all invoices |



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#### 1.3 County of El Dorado Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

- a) Prior to commencement of AT&T's services, Customer will supply AT&T with reasonable assistance and the following information, authorizations, and systems access needed to perform the services within the scope of this Agreement. This information will be scheduled out in the Implementation project plan. Failure to meet client deliverable deadlines will result in a push of Go Live date
- b) Provide accurate and complete listing of vendors, billing account numbers, and monthly spend for all services in scope.
- c) Provide primary Point of Contact
- d) Execute Letters of Authorization for vendors within the scope of work
- e) Provide details and approvals for business requirements for Invoice Processing, GL coding/Cost Allocations, Audit and Dispute Management
- f) Provide physical location information (location name, physical address)
- g) Provide access to all telecom contracts and associated amendments.
- h) Provide vendor contact information
- i) Provide access to any existing electronic billing feeds or vendor Web Portals
- j) Provide access to Inventory records if available (lines, circuits, trunks, ...)
- k) Provide initial copies of all invoices (via electronic billing feeds or scanned paper)
- I) Direct all carrier invoices to AT&T or designated partner
- m) Customer is responsible for its choices of, and decisions relating to, its telecommunications systems, its telecommunications services, the actions of its employees and contractors, negligent non-actions, negligent omissions, its information technology facilities management, its telecom service vendors, and its telecom service payment choices.
- n) Customer agrees that Supplier efforts are reliant upon the timely receipt of Customer owned information. Customer agrees to provide Supplier with all necessary documentation, correspondence, carrier contract copies, invoice copies or responses from Customer necessary to enable Supplier to perform any service covered by this Agreement and its Schedules. In the event that any copy of an invoice rendered by a supplier to Customer is delayed through no fault of Supplier, then Supplier shall have the right to exceed the SLA commitments listed above.
- Customer agrees to keep Supplier informed of any information or changes, which are reasonably likely to affect Supplier's performance of services or require a change request in the scope
- p) If Call Accounting is in scope, Customer will allow AT&T to establish a VPN connection between the Customer's switches or call collector on their network and the AT&T data center to allow AT&T to gather the Customer's call detail records. If deployment of a central call collector is Customer's preferred solution, rather than making independent VPN connections to Customer's switches, Customer will provide a server on Customer's network onto which AT&T will deploy an AT&T call collector.
- q) Customer will provide a single point of contact for gathering data and managing schedules
- r) Customer will allocate the human resources necessary to meet the agreed timelines and Customer deliverables, as per the implementation plan



### 1.4 Costs: (VeraSMART)

#### INDIVIDUAL CASE BASIS (ICB) PRICING CALNET 2 Section (6.1.2.5) – Communication Management Service ICB - Feature Identifier: VeraSMART

#### Unit of Measure – Per Project Offer # GBS160147.2

| Deliverables   | Billing Commences      | One Time<br>Fee | Monthly Recurring<br>Charges |
|--|------------------------|-----------------|------------------------------|
| Program Setup and<br>Initial Services                            | On SOW Effective Date  | \$26,000.00     |                              |
| VeraSMART Software<br>Subscription & Invoice<br>Loading Services | On SOW Effective Date  |                 | \$3,670.00                   |
| Expenses   | Monthly as incurred    |                 |                              |
| Totals   | Based on 60 month term | \$26,000.00     | \$220,200.00                 |

#### GRAND TOTAL: \$246,200.00 U.S. Dollars

#### **1.5 Acceptance Testing**

- a. Acceptance shall be as set forth in the Agreement by customer signature on Exhibit B.
- b. In the event AT&T's Customer does not accept the services, AT&T will notify Supplier in writing of all deviations from Customer's requirements and specifications in Supplier's performance, including any deviations identified by Customer.
- c. Supplier shall resolve the deviations(s) promptly within a time period specified by AT&T. Once all deviations have been resolved to AT&T's Project Manager's and Customer's reasonable satisfaction, AT&T's Project Manager will accept the services and Materials/Equipment, if applicable, in writing.

#### AGREED AND ACCEPTED:

| County of El Dorado | AT&T   |  |
|---------------------|--------|--|
| By:                 | By:    |  |
| Name:               | Name:  |  |
| Title:              | Title: |  |
| Date:               | Date:  |  |

## Exhibit A

## List of Identified Project Work Sites

| Your Client's<br>Name Here | Site Contact's<br>Name | Service Address                                | Fax/Phone                  | Site Type       |
|----------------------------|------------------------|--|----------------------------|-----------------|
| County of El<br>Dorado     | Kelly Webb             | 360 Fair Lane<br>Placerville, CA<br>95667-1215 | Telephone:<br>530-621-6565 | Service Address |
|                            |                        |  |                            |                 |
|                            |                        |  |                            |                 |
|                            |                        |  |                            |                 |
|                            |                        |  |                            |                 |
|                            |                        |  |                            |                 |



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## Exhibit **B**

## Certificate of Acceptance

## Certificate of Delivery and Installation of County of El Dorado Services

The undersigned hereby certifies that all Services provided under this Statement of Work have been delivered to the undersigned and that the Services are hereby accepted by site. The undersigned further certifies that he/she has, or has been delegated, the authority to accept the Services.

| Site Name           | Acceptance<br>Date | Customer's Initials,<br>Please Print Name & Title |
|---------------------|--------------------|---|
| County of El Dorado |                    | · · · · · · · · · · · · · · · · · · ·             |
|                     |                    |   |
|                     |                    |   |



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## Exhibit C

## County of El Dorado / AT&T Deliverables

## **Deliverables**

- I. Engagement Kickoff Meeting
- II. Project Status Reports as mutually agreed up on by County of El Dorado and AT&T
- III. Final Project Service Setup and acceptance
- IV. Quarterly Service Quality review meetings



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## APPENDIX B: SAMPLE CHANGE REQUEST FORM

| Type of Request:                    |  |
|-------------------------------------|--|
| Initiator (Company):                |  |
| Change Request Received<br>by:      |  |
| Price Impact:                       |  |
| AT&T Additional Resources<br>Req'd: |  |

#### Task Description:

Other information related to Change:

Impact of Change Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

| AGREED and ACCEPTED:<br>CUSTOMER:<br>By:<br>(Authorized Agent or Representative) | AGREED and ACCEPTED:<br>AT&T<br>By:<br>(Authorized Agent or Representative) |
|--|---|
| (Typed or Printed Name)  | (Typed or Printed Name)   |
| (Title)  | (Title)   |
| (Date)   | (Date)  |
|  |   |