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PROPOSAL

San Bernardino County - Department of Public Health

Telstrat Upgrade - 5.9

VERSION	QUOTE #	DATE PREPARED	PREPARED FOR	PREPARED BY
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PROFESSIONAL SERVICES SOW

Project Specific Scope of Work

This document serves as a Statement of Work ("SOW") that describes services to be performed by WTI Holdings, LLC d/b/a Waterfield Technologies ("Company") for the benefit of San Bernardino County - Department of Public Health ("Customer") and shall be effective as of the date executed below.

Company will:

- Engage SN# V2016111150. Must be currently maintained to proceed with any upgrades.
- New Server installed by Customer to support upgrade from 2012 to 2019.
- Enghouse to Load, Configure and Test TelStratSW on new server.
- Enghouse to Migrate Data to support move to new server.
- PBX upgrade not included in this scope

Customer will:

- Provide Virtual Server to support the upgrade
- Provide Windows Server Licensing 2019

Assumptions:

- New Virtual Server will allow for parallel environment to upgrade the Telstrat software
- Customer's Current Maintenance allows for the upgrade of the software to R5.9

Project Coordination

Project Coordination Tasks

The Project Coordinator will be assigned to support the following tasks associated with the delivery of scope services on this project engagement. Assigned Coordinator will serve as the primary point of contact for the duration of the project lifecycle from initiation to closure.

- Review and understand the Statement of Work (SOW) as well as the goals of the customer
- Make preliminary contact with the customer and review project expectations and next steps
- Define a high-level milestones if applicable. The project schedule is not intended to be a detailed project plan. It will define the major milestones, responsibilities, and timeline for the project. The project schedule will consist of, but is not necessarily limited to, the following:
 - Completion of data collection forms
 - Resource scheduling
 - System Staging, Programming and Configuration
 - Site readiness
 - Installation
 - Turn-Up/ Cutover/ Test
 - First Day of Business (if applicable)
 - Training/Knowledge transfer (if applicable)
 - Handoff to support (if applicable)
- Plan, schedule, and conduct a remote project kickoff call with the customer and implementation teams. The kickoff call will include the following agenda items as applicable:

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- Review customer and roles and responsibilities
- Review the project objectives with the customer and the project team
- Review and update the project contact list
- Review the change management process
- Review the data collection forms (if applicable)
- Discuss the initial project schedule
- Place the order for software provided by Waterfield(if applicable)
- Schedule resources
- Manage any change orders added to the project (if applicable)
- Send customer project status updates via email as necessary, a weekly status call is not included in scope and may be requested at additional charge
- Schedule and conduct a remote call with the customer and teams to confirm site readiness for upcoming installation/cutover to confirm schedule (if applicable)
- Coordinate the handoff to support services (if applicable)
- Perform project closure activities

"Company" Deliverables - Project Coordination

In addition to the project tasks performed above, the following are the deliverables associated with Project Coordination services:

- Provide the customer with the appropriate technical requirements and data collection forms as required
- Provide a project contact list
- Provide a high-level project schedule (if applicable)
- Report any project changes that may affect critical project milestones
- Provide the customer with and/or manufacturer support documentation (if applicable)
- Provide issue or escalation support as applicable
- Provide the customer with any applicable project closure documentation including "As-Built" documents (if applicable)
- Initiate Customer Satisfaction Survey

Customer Responsibilities - Project Coordination

The following are the customer responsibilities for Project Coordination:

- Manage the collection of data using provided data collection forms
- Provide Single Point of Contact (SPOC) Technical resource for the duration of the project
- Coordinate and ensure compliance with provided technical requirements
- Manage and ensure compliance with customer change management policies (if applicable)
- Schedule and coordinate customer resources
- Provide any requested documentation or information necessary to adhere to the project schedule
- Coordinate and provide any necessary access to customer systems
- Attend all mutually agreed upon required scheduled project meetings (if applicable)
- Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions
- Approve project closure form

Site Not Ready

If operational functionality cannot be established because Customer's responsibilities were not met or non-Approved vendors have not met

their responsibilities (unless under an Agency Agreement), Customer may incur additional charges.

This includes, but is not limited to, issues that arise during the course of the project impacting the solution or impeding/delaying progress that are deemed to be due to CPE (Customer Premises Equipment such as network, carrier, server or other identified customer requirements). Upon identification of such issues and request for customer action, if additional time and effort is requested to continue to troubleshoot the issue or repeat attempts at resolution, and it is finally confirmed to be a customer responsibility, time incurred to provide this additional troubleshooting, testing or research will be billable at current Time and Materials rates.

General Assumptions

- Resources from Company and/or its sub-contractors will be utilized, as needed, to provide a full scope of technical expertise. Additional charges to customer may apply for items not specifically provided for in this SOW.
- Company is not responsible for the performance or quality of third-party vendors/contractors hired by customer.
- Specific equipment purchased and Installation and Labor is listed in the attached Equipment Bill of Materials.
- Requests for additional services beyond this Scope of Work require written approval by customer and acceptance by the Company Project Manager.
- If the project extends beyond the timeline specified in the Project Plan due to delays caused by parties other than Company and its business partners, additional charges may apply.
- Engineering changes: Change orders made by customer after project initiation may affect the agreed-upon project schedule and will require a project review to determine impact and schedule requirements.
- **Documentation.** All project management governance material, technical documentation and custom-developed materials provided will be in the format chosen by Company. Any variations from our standard documentation may be subject to additional charges to be handled through the Change Management Process.

Change Management

- Change Management is the process of recording and managing the planned deployment of alterations to supported environments, processes, and documentation. Company will utilize Customer's documented Change Management process, if available. Otherwise, Company utilizes its own system-enforced Change Management process to complete any change needed as the result of an Incident or Problem ticket.
- If required by documented customer change procedures, Company will prepare and provide a Method of Procedure (MOP) document in Company's standard format outlining the details, timing and impacts of said change for customer Change approval processing. If Company is required to participate in customer Change Advisory Board meetings or utilize custom formats or process for MOP development, additional charges may apply.
- Company is not accountable for Changes made by Customer staff outside of the agreed upon, documented Change Process.

Customer Responsibilities

Implementation Access

- Provide remote access to all configured elements as defined by the project team via VPN or other mutually agreed upon access methodologies to ensure direct, persistent, stable, and independent access is available to the project team throughout the project life cycle with sufficient bandwidth and speed to support the operational needs.
 - If direct, persistent, stable, and independent remote access is not provided, additional charges will apply to accommodate monitored/escorted remote access.
 - If the above criteria is not met, a limited remote access fee will be assessed via the change order process to the customer of \$5000 for every 3 months of the project where this condition exists.
 - Access to be provided within 5 days after the initial kick-off call. Delay charges via a Job Change Order could be added if access is not provided within the 5 days.

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- If establishing VPN credentials exceeds 2 hours due to customer policy and procedures, then additional time will be billed as a Job Change Order.
- Customer to provide their remote access policies at the beginning of the project which will include any policies related to data throughput limitations for uploads/downloads via the VPN, retention periods, and any additional policy which will affect Company's access to the Customer's network.
- Once the VPN connection is established it is assumed the account will remain active for the life of the project, unless the Customer clearly defines retention periods requiring periodic connections at the beginning of the project. If the VPN account requires reestablishment and the policy was not provided related to retention periods additional time to reestablish the VPN account will be billed as a Job Change Order.
- Coordinate and provide any necessary access to customer systems.
- Provide access to all installation locations and equipment being installed.

Customer Data Gathering and Site Readiness Requirements

- Manage the collection of customer data using provided data collection forms.
- Customer will provide all server and password policies at onset of the project.
- Work with Company when needed for discovery to program and implement the specified solution(s).
- Provide all IP addressing and host names per provided planning forms for customer's network.
- Planning forms are to be completed and returned within 5 days of completed consultation.
- Work with Company to mutually develop test and communication plans to confirm functionality required per solution specified.
- Customer to provide onsite resource(s) for turn-up and test of 3rd party application, unless onsite resources are otherwise specified in this SOW.
- Changes to customer network or environment which were not part of discovery and planning for the project, and which cause delays in implementation, will push out dates and cut dates/times respectively. Additional charges may apply to accommodate unplanned changes made.
- Coordinate and ensure compliance with provided technical requirements.
- Provide any requested documentation or information necessary to adhere to the project schedule.
- Provide proper site environment as defined in the product documentation.
- Provide floor plans and cabling schematics for station installation, if scoped.
- Ensure that the installation of network and dial circuits is complete.
- Ensure that demarcation points can be connected to with the cables provided.
- Provide Layer 1, 2 and 3 IP infrastructures all network connectivity unless provided by Company under this agreement.
- For all VoIP devices, Customer to provide Cat 5 or better cabling to all endpoint/device locations and POE equipment as required if not provided by Company under this agreement.
- Customer is responsible for implementing a Quality of Service (QOS) policy that will classify and prioritize voice packets for all VoIP applications and endpoints.

Customer Project Management Requirements

- Provide information and guidance on customer Change Management policies.
- Provide a single point of contact (Customer PM Role) to align with Company PM as necessary for scheduling and coordination of customer resources and overall project communication.
- Attend all mutually agreed upon required project meetings (if applicable).
- Coordinate all customer provided vendors, subcontractors, and LEC/Carrier interactions.
- Provide an on-site contact to assist during installation.

Additional Equipment, Changes and Rearrangements

A duly authorized representative of Customer, upon acceptance thereof by Company of a Job Change Order (JCO) may add additional

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equipment and or services to the contracted Bill of Materials and services SOW at the charges applicable upon execution. Such modification will state the location and the additional items of equipment and or services. In the event the Customer requests changes in the installation specifications, Company reserves the right to adjust the contract price to correspond with the additions or modifications to or deletions from the amount of work to be performed. All such requests shall be made in writing by Customer to Company, and Company shall be entitled to amend the Schedule hereto to reflect these changes.

Out of scope services will be invoiced hourly at prevailing Waterfield T&M rates under the following schedule:

- Monday through Friday 8am to 5pm local time: Standard Hourly Rate
- Monday through Friday 5pm to 8am local time and Saturdays: Overtime (1.5 x hourly rate)
- Sunday work commencing after 6am local time and all work conducted on a holiday: Premium Time (2 x hourly rate)

Cancellation and Delays

Delays:

Upon project initiation and kickoff, the Company Project Manager or Coordinator will provide standard intervals for the scope of work deployment timeline. If customer requires compression of the standard intervals or expedite to meet specific dates, Company reserves the right to assess an expedite fee via the Job Change Order process based on the type and nature of the expedite, resources and overtime required to meet dates, and other factors to be defined.

Prolonged delays to the schedule may result in additional charges being applied. Examples of such delays include but are not limited to:

- If customer fails to meet agreed upon and scheduled deliverables per the project plan, and such delay impacts the project schedule requiring reassignment of resources or cancellation of work within 72 hours, delay fees will be assessed accordingly.
- If scope or design changes via the Change Management process substantively impact the project scope and schedule, additional charges for such changes may be incorporated into the Change Order submitted for customer approval,
- If project is placed on extended hold resulting in delays of longer than 30 days, a project restart fee may be assessed due to changes in resource assignments, system update requirements, or need to re-initiate portions of the project, these charges may include, but are not limited to, a project restart fee of 10% of the professional services costs of the original project.

Cancellation:

An order once placed with and accepted, can be cancelled only with the consent of Company and upon terms, which will indemnify Company against all loss, incurred as a result thereof. Cancellation fees of up to 25% of the selling price may apply to equipment purchases that are ordered but cancelled prior to installation.

Professional Services cancellation fees will be incurred once resources have been engaged on the project and result in billing of the greater amount of 25% of the Professional Services sales price, or the billable rate of the hours incurred to the point of cancellation. In the event that Customer is in Default under this agreement, Company may cancel or terminate any or all service(s) provided.

Project Phasing:

Unless explicitly stated in the SOW above, project cutover support is assumed to occur in a single event. If additional cutover phases are requested or added during project planning, additional charges will apply and will be specified under the Job Change Order process.

Rework:

Upon completion of Customer approved and accepted work product/tasks, if such tasks require rework or revision for reasons outside of Company control, additional charges will apply via the change control process for the actual incremental time spent for such rework.

Freeze Dates:

Freeze dates are jointly developed and agreed to by the customer and the project team and incorporated into the project plan. Where freeze dates are applicable and documented in the project plan, the PM will provide written notification to the customer confirming entry into the

freeze period. If changes are made by the customer after the freeze date, Company will provide up to 4 hours for non-Contact Center related programming, and 8 hours for Contact Center related programming if applicable, to support changes. If the required changes involve more time than noted above, additional charges will apply via a Job Change Order (JCO).

Completion of Project

"Substantial Completion" of the project as a whole, or a contractually separate phase of the project, occurs on the date when the work is sufficiently complete in accordance with the contract documents so that the Customer may utilize the hardware, software or application as defined in the SOW, or a designated portion, for the use for which it is intended, without unscheduled disruption.

"Final Completion" of the Project as a whole, or a contractually separate phase of the project occurs on the date when all "punch list" work is finished and the project is ready for final review and acceptance by the customer.

Punch List. If, at any time after substantial completion has been determined for the project, there shall exist any item or items requiring completion or correction, then Company agrees to use all reasonable diligence to complete or correct such item or items as defined in the SOW. The parties shall make a Punch-List of the items requiring completion or correction (the "Punch List").

- After substantial completion has occurred, Company agrees to use all reasonable diligence to complete or correct such item or items as defined in the SOW. Company shall publish a Punch-List of the items requiring completion or correction (the "Punch List"). A period of 30 days will be allocated to coordinate and complete identified punch list items with the customer. If at the conclusion of the 30 day time period punch list items remain open, the following will apply:
 - If resolution of open items are fully the responsibility of Company or the manufacturer the punch list time period will be extended an additional 30 days
 - If final resolution of the open items are inherently dependent upon customer actions, and those actions delay resolution beyond the agreed upon 30 day time period one of the following two conditions will apply:
 - Company will close and invoice the project in full upon customer agreement or in the absence of customer engagement or
 - Company will Issue a change order to extend the punch list resolution window

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Quote Information:

Quote #: 041426

Version: 3
Delivery Date: 01/20/2025
Expiration Date: 02/28/2025

PROFESSIONAL SERVICES PRICING

Description	Price	Qty	Ext. Price
WTPSO41426 Professional Services	\$10,545.00	1	\$10,545.00
Subtotal:			\$10,545.00

Quote Summary

Description	Recurring	One-Time
PROFESSIONAL SERVICES PRICING	\$0.00	\$10,545.00
Total:	\$0.00	\$10,545.00
Project Total:		\$10,545.00

PAYMENT TERMS

For purchases of Professional Services, Customer agrees to pay the Total Purchase Price of quote, plus applicable taxes, to be invoiced per the following schedule:

- 50% upon execution of this Agreement - payable upon receipt.
- 50% upon Project Completion - NET 15 terms from the date of invoice

Late Payment: Past due payments are subject to late fees of eighteen percent (18%) per annum or the maximum interest rate permissible by law from the date due until paid in full. Payments made to Waterfield other than ACH will incur a fee.

Additional Terms

This quote is for all Professional Services Only for labor. In CA services doesn't require tax. TAX and Shipping/Handling will be added at time of invoice: not included in this SOW/Quote.

PROPRIETARY AND CONFIDENTIAL. All information contained herein is confidential and the proprietary information of Company. Disclosure of

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any information contained herein to any other party is strictly prohibited.

ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

VOX Network Solutions

San Bernardino County - Department of Public Health

Signature:

Klaus Hillmann

Name:

Klaus Hillmann

Title:

SVP of Sales

Date:

01/20/2025

Signature:

Name:

Dawn Rowe

Title:

Chair, Board of Supervisors

Date:
