



Merrill & Associates

Empowering your business today
with solutions of tomorrow

STATEMENT OF WORK

AVAYA COMMUNICATION SERVER UPGRADE TO 6.0

PREPARED FOR

CITY OF COSTA MESA

PREPARED BY:

MICHAEL D. CARTER

MERRILL & ASSOCIATES

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AVAYA

Platinum
BUSINESSPARTNER



1. PROJECT OVERVIEW

This document will serve as the contract, or Statement of Work (SOW), agreement between Merrill & Associates (hereafter referred to as Merrill) and the City of Costa Mesa (hereafter referred to as Client).

Merrill will design, implement, and project manage the successful implementation of the following:

- Upgrade of the existing system in Civic Center to Avaya Aura R6 including replacement of Definity G3si with DL360 G7 Server
- Upgrade the following remote locations from Prologix to G430 Gateways :
 - Fire Station #1
 - Fire Station #2
 - Fire Station #3
 - Fire Station #3, Community Center and Recreation Center
 - Fire Station #4, Parks Maintenance and Corp Yard
 - Fire Station #6
 - Police Sub Station at South Coast Plaza

2. SOLUTION

Our recommended solution addresses the following requirements identified during the discovery process with Client:

- The current Definity G3si system is several releases old and should be upgraded to insure continued support and realize new functionality.
- The current Definity G3si Server is end of sale and should be upgraded to the current DL360 G7 model.
- The current Intuity Voice Mail is end of sale and should be upgraded to the current Modular Messaging with Speech Attendant.

3. SYSTEM DESIGN

Merrill & Associates (Merrill) is recommending that the existing Definity si Release 6 system be upgraded to Avaya Communication Manager 6.0. In conjunction with the upgrade, the discontinued Definity G3si processor will be replaced with a DL360 G7 server. This upgrade will allow The City of Costa Mesa to realize enhanced feature functionality and also permit the use of additional gateways and IP phones that were not compatible with the existing software.

An important benefit of upgrading to Avaya Aura R6 Software is that a Speech Attendant will now accompany the Auto Attendant to allow easy transferring of calls to City of Costa Mesa personnel.

3.1 KEY DESIGN COMPONENTS

City of Costa Mesa (Civic Center Site) Main Site: S8800 Upgrade will be equipped as follows:

- 1 Avaya DL360 G7 Media Server to replace the discontinued Definity G3si Server.
- 725 Avaya Aura Release 6 Standard Edition Software Licenses.
- 1 Avaya Aura Messaging Release 6.1
- 609 Avaya Aura Messaging Voice Mail Software Licenses
- 1 Speech Attendant

- 1 Updated Call Accounting Software with Rack Mounted Server
- 1 Avaya Ethernet Routing Switch with Gigabit Ethernet Transceivers
- 1 1-year Software / Hardware Onsite Warranty Support (paid annually).

City of Costa Mesa (Fire Station #1) 2803 Royal Palm with S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

City of Costa Mesa (Fire Station #2) 800 Baker Street S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

City of Costa Mesa (Fire Station #3) 1845 Park Avenue S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

City of Costa Mesa (Fire Station #4) 2300 Placentia Avenue S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

City of Costa Mesa (Fire Station #6) 3350 Sakioka Drive S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

City of Costa Mesa (Police Sub Station @ South Coast Plaza) S300D Server with LSP UPGR:

- 1 Avaya G430 Remote Gateway
- 1 Avaya Ethernet Switch with Gigabit Ethernet Transceivers to Replace Existing Fiber Mux

Other: One - year On-site warranty 8x5pm coverage has been included for all Hardware and Software trouble ticket resolution.

3.2 DESIGN ASSUMPTIONS

- 19" Data Four Post Rack and proper cabling to accommodate the upgraded Avaya Servers will be provided by the City of Costa Mesa.
- Utilize existing City of Costa Mesa existing Fiber and Copper plant.
- Utilize existing City of Costa Mesa Equipment Rooms
- Add Speech Attendant to City of Costa Mesa Auto Attendant.

4. IMPLEMENTATION

Merrill & Associates specializes in the custom design and integration of full communications systems utilizing our expertise in networking, engineering, design, and project management. Upon contract acceptance, Merrill's highly qualified engineers and project managers will work with the City of Costa Mesa Systems to develop a comprehensive project plan utilizing our experience with similar projects and leveraging our expertise to help realize your investment. An overview of the project implementation process and milestones follows:

4.1 OBJECTIVES

Merrill will successfully implement an Definity G3si upgrade at the Civic Center and Prologix upgrades at six Remote locations.

Our implementation team has verified that all system hardware and software components meet the City of Costa Mesa expectations and specifications as they pertain to the contracted services.

4.2 PROJECT MANAGEMENT & PLANNING

Merrill will provide a Project Manager responsible for overseeing the project. The Project Manager will be the single point of contact for all issues related to system implementation. The Project Manager will direct implementation activities as required to meet the agreed upon scheduled in-service date.

The Project Manager will:

- Create and maintain the project plan.
- Provide environmental specifications.
- Coordinate equipment delivery to Client
- Manage the Change Order / Request process
- Coordinate and Schedule project resources, including Call Accounting.
- Conduct Project Status meetings.
- Conduct Project Completion meeting.
- Register and process post-warranty maintenance support.

4.3 SOLUTION DEPLOYMENT

Definity G3si Upgrade Steps: Upgrade from Definity Release 6 to Avaya Communication Manager Release 6.0.

All Remote locations will be completed at the same time as the main core site .

Merrill will provide the following services after hours:

- Upgrade firmware (if applicable)
- Run system error checks
- Pre-install software
- Clear system alarms
- Backup system
- Install software upgrades
- Verify install and perform integrity checks
- Install new license and authentication files
- Install security and service pack updates (if any)
- Backup translations
- Complete final testing

- Complete final registration of new software

4.4 TRAINING

Formal classroom training is available but is not included in this proposal.

4.5 CLIENT PROJECT RESPONSIBILITIES

4.5.1 IMPLEMENTATION DELIVERY

Client will be required to:

- Ensure that any network problems are referred to Client's network service provider and resolved.
- Arrange for any telephone changes required in connection with cutover.
- Install, or arrange for the installation of, a dedicated Remote Access Line no later than the delivery date of the equipment.
- Provision / Provide all required IP addresses, including RJ45 connections to the client LAN.
- Provide IT support for access and trouble shooting.
- Provide specified dedicated electrical outlets.
- Ensure that circuits are fully extended, terminated and labeled on plywood mounting within switch room.
- Coordinate and schedule testing date and time between Merrill, network vendor and IT department.

4.5.2 SOLUTION DESIGN AND DEVELOPMENT

4.5.2.1 SYSTEM SOFTWARE AND NETWORK TRANSLATIONS

Client will be required to:

- Provide site-specific information, such as software networking and trunking requirements.
- Work with Merrill to determine the following information for each location:
 - Reuse existing Network facilities
 - Reuse existing listed Voice Mail directory
- Feature dial access codes
 - Reuse any and all Station numbering plans
- Work with Merrill to reuse the existing numbering plan.
- Work with Merrill to reuse the existing connectivity of trunk facilities.
- Meet all stated requirements, as identified in the needs analysis checklists.

4.5.3 SOLUTION DEPLOYMENT

4.5.3.1 IP TELEPHONY REQUIREMENTS

The client will be responsible for fulfilling the following requirements, if applicable:

- Providing the required IP addressing and physical LAN Ethernet port requirements as specified by the final system design, and the Avaya IP requirements document.
- Provide the required Fiber bandwidth between remote sites.
- Provide required LAN/WAN trouble shooting resources if needed.

4.5.3.2 FIRST DAY OF BUSINESS SUPPORT (HELP DESK)

Client will be required to provide one representative to support the Help Desk operation and to supply Merrill with the signed Client Acceptance Document (Attachment B).

5. GENERAL PROJECT TERMS AND CONDITIONS

5.1 MERRILL RESPONSIBILITIES

1. Upon completion of the project Merrill will provide Client with a final copy of the installed hardware and software configuration.
2. This Contract includes furnishing of labor, materials, equipment and services as necessary to complete the specified implementation as described within.
3. All work will be performed during regular business hours of Monday through Friday, 8:00 am to 5:00 pm, with the exception of any services that will be disruptive to your normal business operation. Where required; after hours installation and testing is identified within the description of services.
4. Extraordinary delays to Merrill or multiple dispatches of Merrill's personnel caused by Merrill waiting on Client's personnel or subcontractors may result in additional charges.
5. All change orders shall be in writing from Client and must be accepted by Merrill prior to commencement of any additional work activities. Changes in schedule, statement of work, or due dates may result in additional charges.

5.2 CLIENT RESPONSIBILITIES

1. Client requests for equipment to be delivered and staged at a Merrill facility will require a Client-signed release form acknowledging shipment and accepting receipt of said equipment.
2. Client is responsible to designate a "Project Coordinator" with authority to make decisions on their behalf concerning the Project.
3. Client will ensure the timely completion of any required pre-installation checklist or subscriber information. Delays in Client's completion of these documents may result in a delay of the completion date and additional charges.
4. Client will provide adequate secure storage in or near the equipment room for equipment and material.
5. Client is responsible to negotiate with contractors and telephone company/network providers to provide facilities for the products described in this contract, with the demarcation point being in the equipment room or MDF. This includes provisioning telephone lines, trunking, and digital channel assignments, as well as arranging for their installation. All facilities are existing and will be reused.

6. CONTRACT TERMS AND CONDITIONS

6.1 ORDERS:

Orders are subject to credit approval and acceptance by Merrill. Order acceptance requires a Client-signed contract or Statement of Work and an accompanying Client Purchase Order. Merrill may accept an order by commencing to provide product and services.

6.2 OPERATING PERMITS

All standard operating permits, licenses and certificates required for Merrill to carry out its normal installation of the products will be obtained, except those permits, licenses and other documentation required for building, construction, right-of-way, radio frequency, etc. that are the Client's responsibility. Permit and acquisition costs will be billed to Client at the completion of the project, as a part of the final bill.

6.3 COMPLIANCE

Merrill will assure compliance with all applicable local and national code requirements, as well as the applicable Federal, state and municipal laws in effect at the time of written acceptance of this contract.

6.4 IMPLEMENTATION

- If unforeseen conditions arise during the course of the work, such conditions may be deemed to be outside of the Statement of Work and may be subject to a Change Order.
- All Client-furnished materials are assumed to be in proper working order and meet the standards for their intended purpose.
- If Prevailing Wage rates are required, an additional premium may apply.
- Merrill shall perform its work in accordance with the manufacturer's specifications, as well as its own standard specifications.
- Upon delivery of equipment to Client's site, Client will be responsible to accept the equipment shipments.
- Risk of Loss for the equipment and material provided shall pass to Client when Client signs for delivery unless such equipment is damaged by Merrill personnel.

6.5 ENVIRONMENT:

Products must operate in a controlled environment. Client is solely responsible for providing a suitable location that meets the equipment manufacturers' environmental requirements (e.g., temperature, humidity, etc.) for proper operation. Client may need to arrange for additional construction, electrical or conduit work in order to meet the requirements of the new system. Client is solely responsible for meeting environmental requirements.

6.6 INSTALLATION AND ACCEPTANCE:

Merrill will install and test the hardware and software as agreed to in this contract. Merrill will notify Client when the installation and preliminary testing is complete, and the application is conforming to the written specifications. Client's acceptance shall commence automatically at the end of testing or upon in-service, unless Client notifies Merrill within five days, in writing, of any nonconformity between the contracted system installed and its written specifications.

6.7 RETURNS:

All returns or cancellations will be subject to a 15% cancellation fee.

6.8 NON-SOLICITATION:

The parties each agree that they shall not directly solicit to employ or contract the services of any person who is employed by the other party on work set forth in any Statement of Work or Change Order or other activity related to this Agreement during the term of this Agreement or for twelve (12) months following its expiration, cancellation or termination, without prior written consent. Should an employee of one party be hired as a result of a direct or indirect solicitation from the soliciting party, the soliciting party agrees to pay the other party the amount of \$100,000. Both parties agree that this payment represents a reasonable estimation of expenses incurred should an employee be hired under these conditions.

6.9 CONFIDENTIALITY:

All confidential information relating to any party shall be held in confidence by the other party to the same extent and with at least the same degree of care as such party protects its own confidential or proprietary information of like kind and import.

6.10 WARRANTIES AND LIMITATIONS:

Merrill warrants to Client that Service Support will be carried out in a professional manner in accordance with manufacturer's specifications, as well as its own standard specifications, by qualified personnel. If the Service Support has not been so performed and Client notifies Merrill in writing in reasonable detail within thirty (30) days after the performance of the Service Support, then Merrill will, at its option, re-perform the Service, correct the deficiencies or render a prorated refund based on the original charge for the deficient Service Support.

Merrill's installation includes the pass-thru of a one (1) year warranty by Avaya Inc., the Product manufacturer, on certain items. Labor is included in the warranty only if a post warranty contract is executed at the time of implementation.

Except as referenced and limited in this section, neither Merrill nor its licensors or suppliers makes any express representations or warranties with regard to any products or services or otherwise related to this agreement. Merrill does not warrant uninterrupted or error free operation of products or that product and services will prevent toll fraud. To the maximum extent permitted by applicable law, Merrill disclaims all implied or statutory warranties, including, but not limited to, any warranties of merchantability, fitness for a particular purpose, and non-infringement. The warranty remedies expressly provided in this agreement will be Client's sole and exclusive remedies.

LIMITATION OF LIABILITY:

- **Excluded Types:** in no event will either party or its respective licensors or suppliers have any liability for any incidental, special, statutory, indirect or consequential damages, or for any loss of profits, revenue, data, toll fraud, or cost of cover.
- **Aggregate Liability:** the liability of either party for any claim arising out of or in connection with this agreement, other than non-payment of amounts when due, will not exceed the greater of: (i) an amount equal to the aggregate total amount of all fees paid or payable under this agreement in the one (1) month period immediately preceding the date of the event giving rise to the claim; or (ii) \$10,000.
- **Scope:** the limitations of liability in this section will apply to any damages, however caused, and on any theory of liability, whether for breach of contract, tort (including, but not limited to, negligence), or otherwise, and regardless of whether the limited remedies available to the parties fail of their essential purpose. The limitations of liability will not apply, however, in cases of willful misconduct, personal injury or breaches of Avaya's license restrictions.
- **Representatives:** The limitations of liability in this Section also will apply to any liability of directors, officers, employees, agents and suppliers.

GOVERNING LAW AND DISPUTE RESOLUTION:

- **Governing Law:** This Agreement and any disputes arising out of or relating to this Agreement (“Disputes”) will be governed by the laws of the State of California.
- **Time Limit:** The filing of a demand for mediation, arbitration, or legal action against a dispute between the parties must be brought in accordance with this Section within one (1) year after the cause of action arises.
- **Enforcement:** Enforcement of this Agreement, including for any breach, may be done via Alternative Dispute Resolution (ADR), Binding Arbitration pursuant to the rules of the American Arbitration Association, or court action solely at the option of the party seeking such enforcement. Enforcement of this Agreement shall include an award of attorney’s fees and costs against the party who has materially breached this Agreement.

MISCELLANEOUS:

Merrill may subcontract any or all of the obligations to be performed by it hereunder, but will retain responsibility for the work. Merrill will not be liable for any delay or failure in performance to the extent such delay or failure is caused by events beyond Merrill’s reasonable control, such as fire, flood, act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, act of terrorism, and inability to secure materials or transportation facilities. The failure of either party to assert any of its rights under this Agreement will not be deemed to constitute a waiver by that party of its right thereafter to enforce each and every provision of this Agreement.

AVAYA END USER SOFTWARE LICENSE AND LIMITED WARRANTY**END USER SOFTWARE LICENSE:**

Avaya Inc. grants Client a personal, non transferable and non-exclusive right to use, in object code form, all software and related documentation furnished under the Agreement between Avaya Inc. and Merrill Communications Inc. This grant shall be limited to use with the equipment for which the software was obtained or, on a temporary basis, on back-up equipment when the original equipment is inoperable. Use of software on multiple processors is prohibited unless otherwise agreed to in writing by Avaya Inc. Client agrees to use your best efforts to see that your employees and users of all software licensed under this Agreement comply with these terms and conditions and Client will refrain from taking any steps, such as reverse assembly or reverse compilation, to derive a source code equivalent of the software.

Client is permitted to make a single archive copy of software. Any copy must contain the same copyright notice and proprietary marking as the original software. Use of software on any equipment other than that for which it was obtained, removal of the software from the United States, or any other material branch shall automatically terminate this license.

If the terms of this license differ from the terms of any license packaged with the software, the terms of the license packaged with the software shall govern.

LIMITED WARRANTY AND LIMITED LIABILITY

Avaya Inc. warrants that if the Software does not substantially conform to its specifications, the end user customer (Client) may return it to the place of purchase within 90 days after the date of purchase, provided that Client has deployed and used the Software solely in accordance with this License Agreement and the applicable Avaya Inc. installation instructions. Upon determining that the returned Software is eligible for warranty coverage, Avaya Inc. either will replace the software or, at Avaya Inc.’s option, will offer to refund the License Fee to Client upon receipt from Client of all copies of the Software and Documentation. In the event of a refund, the License shall terminate.

The software is not warranted for non-compatible systems.

6.11 DISCLAIMER OF WARRANTIES

Avaya Inc. makes no warranty, representation, or promise to you not expressly set forth in this agreement. Avaya Inc. disclaims and excludes any and all implied warranties of Merchantability or fitness for a particular purpose. Avaya Inc. does not warrant that the software or documentation will satisfy your requirements, that the software or documentation is without defect or error, or that the operation of the software will be uninterrupted. Also, Avaya Inc. does not warrant that the software will prevent, and Avaya Inc. will not be responsible for, unauthorized use (or changes for such use) of common carrier telecommunication services or facilities accessed through or connected to the software (Toll fraud). Some states do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to Client. This warranty gives Client specific legal rights which vary from state to state.

EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY

Except for bodily injury proximately caused by Avaya Inc.'s negligence, your exclusive remedy and Avaya Inc.'s entire liability arising from or relating to this license agreement or to the software or documentation shall be limited to direct damages in an amount not to exceed \$10,000. Avaya Inc. shall not in any case be liable for any special, incidental, consequential, indirect, or punitive damages, even if Avaya inc. has been advised of the possibility of such damages. Avaya Inc. is not responsible for lost profits or revenue or savings, loss of use of the software, loss of data, costs of recreating lost data, the cost of any substitute equipment or program, charges for common carrier telecommunication services or facilities accessed through or connected to the software (Toll Fraud), or claims by any person other than you. These limitations of liability shall apply notwithstanding the failure of an exclusive remedy. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Client.

7. ACCEPTANCE/AGREEMENT IN ACCORDANCE WITH ITS TERMS

This Agreement constitutes the entire understanding of the parties with respect to the subject matter thereof and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. All notices under this Agreement and any modifications or amendments to this Agreement must be agreed to in writing and signed by an officer of Merrill.

City of Costa Mesa:

Merrill & Associates, Inc.

(Authorized Signature)

(Authorized Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)

ATTACHMENT A – CHANGE ORDER DOCUMENT

Merrill & Associates - Change Order	
Change Order Number:	Change Order Date:
Project Name:	
Purchase Order (PO) Number:	
Client Information	
Company Name:	Address Line 1:
Contact Name:	Address Line 2:
Telephone Number:	Address Line 3:
Fax Number:	City:
E-mail Address:	State/Province:
	Postal Code:
Change Requested By	
Name:	Telephone Number:
E-mail Address:	Fax Number:
Reason for Change	
Detailed List of Changes	
Type a description of this change.]	Cost Adjustment:
	Hours Adjustment:
Summary	
Total adjustment	

ATTACHMENT B – CLIENT ACCEPTANCE DOCUMENT

Merrill Project Closure Notice

Date:

Client:		Merrill PM:	
Client Contact:			
Client Contact Phone Number:		System Type:	
Installation Address:			

_____ (Client name) agrees that the ordered service(s) have been completed per the scope of work with the exception of any punch list items below.

REMARKS

- | | | | |
|---------------------------------------------------|------------------------------|-----------------------------|-------|
| 1. Physical equipment installed as designed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |
| 2. Applications installed and tested as designed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |
| 3. Training completed? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |
| 4. Client registered SSO w/Link ID 591? | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |
| 5. Maintenance Contract in process | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |
| 6. Health Check Completed and Reviewed | Yes <input type="checkbox"/> | No <input type="checkbox"/> | _____ |

Punch List Items	Assigned To	Commitment Date	Completion Date

Acceptance

Authorized Client Signature

Merrill & Associates - Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date