



Lee County Government 1 Year Subscription and Xcelerate Standard Services Statement of Work

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Xcelerate Standard Services Support Contract for AVAYA

Coverage Period: 9/1/2023 through 8/31/2024

Lee County Government Annual Support Agreement Total : \$129,839.79

Annual Support Agreement is billed Quarterly

Agreement # 191234

Date Prepared: 4/11/2023

Customer Contact: Tim Kabel

Phone: (239) 533-0670

Email: tkabel@leegov.com

Avaya Subscription

The Avaya Subscription pricing is based on the State of Florida Participating Agreement:

NCPA Contract Number: 01-114 Lead Agency: Region 14 ESC

Xcelerate Standard Services Support for Covered Hardware & Software

Xcelerate Standard Support provides Lee County Government with a suite of proactive, 24x7x365 services to ensure maximum availability and performance of the supported infrastructure. Working as an extension of the Customer IT department, taking & resolving L1/L2/L3 support tickets from the Lee County helpdesk as well as providing proactive monitoring, maintenance & reporting.

Avaya Support and Services Agreement for Unified Communications System Solution

1. Introduction

This Support Services agreement is made and entered into between AGC Networks LLC, 2701 North Dallas Parkway, Suite 510, Plano, TX 75093 ("Supplier") and Lee County ("Customer") whose name and authorized signatory appear in the signature block of this Agreement. This Agreement is contingent upon the execution of this document and an authorized Purchase Order.

2. Location(s) & Customer Contact

Supplier will deliver/perform the services at the following locations:

Site Name	Site Type	Address	City	State	Zip
Lee County Government	CS1000	1700 MONROE ST	Fort Myers	FL	33902
LEE COUNTY JCA - SUNTRUST	CS1000	2000 MAIN ST	Fort Myers	FL	33901
LEE COUNTY HAMMOND STADIUM	CS1000	14100 SIX MILE CYPRESS PKWY	Fort Myers	FL	33912
LEE COUNTY SOUTH COUNTY LIBRARY	CS1000	21100 3 OAKS PKWY	Estero	FL	33928
LEE COUNTY LEEWAY (B.O.)	CS1000	1366 COLONIAL BLVD FTM	Fort Myers	FL	33901
LEE COUNTY CAPE CORAL LIBRARY	CS1000	921 SW 39TH TERR	Cape Coral	FL	33914
LEE COUNTY NORTH WEST REGIONAL LIBR	CS1000	519 CHIQUITA BLVD N	Cape Coral	FL	33993

Table 2-1: Site Location(s)

Title	Name	Email	Telephone
Manager, Infrastructure and Network Solutions	Tim Kabel	tkabel@leegov.com	(239) 533-0670

Table 2-2: Contact Information

3. Contract Change Request

The Customer and Supplier agrees to use a Contract Change Request (CCR) as the vehicle for communicating change. The CCR will describe the change, the reason for the change, the effect the change will have on the Agreement, and any costs associated with the change, if applicable. If either party requests work to be performed that is not specifically defined or is specifically defined as out-of-scope in this Agreement, a CCR is required. Upon identifying the need for a CCR, the Supplier will submit a CCR request to the Customer. The Customer will then review the CCR and choose to approve, reject, or ask for additional information. If approved by the Customer, the CCR will be added as an amendment to this Agreement and terms, as specified in the approved CCR document. The CCR must be signed by both parties to be considered approved.

4. Customer Responsibilities

- Provide local management representative with decision making authority throughout the duration of the engagement.
- Customer shall identify knowledgeable administrators and/or managers to be available to Supplier promptly upon a request. These contacts are to provide background information and clarification of information required to perform the services outlined in this Agreement for its duration:
 - This includes, but is not limited to any clean room, special access, health, safety, security, or environmental requirements, rules or regulations that Supplier must follow in order to operate during their time on site.
 - Customer will notify Supplier of any special requirements to work or operate within the Customer's facility. Any specific site training requirements for Supplier's personnel will be at the Customer's expense.

5. General Agreement Dependencies

- Only the hardware, software, licenses, and materials listed in this Agreement shall be supported.
- Supplier assumes that Customer's existing systems are in proper and functional working order.
- Non-Union personnel shall be used for this service.
- Pricing does not include prevailing wage rates.
- Site Turn Away: In the event a Supplier's resource(s) arrive at the Customer's site and are refused access and turned away for any reason not within Supplier control including, but not limited to, site contact decision, business operations, site is not in a ready state, site closure or site restrictions/policies due to COVID-19, etc., the event shall be billable at the agreed upon hourly rates for all Supplier resources impacted by the event. All non-recoverable costs (e.g., rental tools & equipment, lifts, nonstandard travel, software, licenses, materials, etc.) incurred by Supplier shall be considered recoverable and billable by Supplier.
- Site Delay: In the event Supplier's resource(s) are at the Customer's Site and any of the resources are unable to perform their assigned tasks for any reason not within Supplier control including, but not limited to, site contact decision, business operations, system issues, unavailability of engineering or remote resources, network failures, the site is not in a ready state, site closure or site restrictions/policies due to COVID-19, the delayed time shall be billable at the agreed upon hourly rates for all Supplier resources impacted by the delay.
- Site Cancellation (Projects & Multisite Deployments): If at any time during this Agreement the Customer cancels a site, all hours for Supplier's resource(s) impacted by the cancellation shall be billable at the agreed upon hourly rates. All non-recoverable costs (e.g., rental tools & equipment, lifts, nonstandard travel, software, licenses, materials, etc.) incurred by Supplier shall be considered recoverable and billable by Supplier.

SCHEDULE 1 – Avaya and Xcelerate Standard Services Support

1. Scope of Services

Supplier shall complete the Scope of Services as described below.

1.1. Solution Overview

Lee County currently has Avaya PASS software support and AGC Guardian support in place. The new Avaya Support Model is Avaya One Cloud Subscription for support giving Lee County the ability to take advantage of new entitlements that will save on expenses as they continue with initiatives that are in process. The first steps to this migration are to move from a PASS software support model to a Subscription software licensing and support model from Avaya and Xcelerate Standard Services.

1.2. Change Request

Any changes to this Agreement due to modifications/changes requested by the Customer, unforeseen field conditions, deletions and/or additions, delays, delays by other trades, or other changes outside of this Agreement, including, but not limited to, access/restrictions or site closure or delays due to COVID-19, shall invoke the Change Management procedure.

- Supplier shall evaluate the impact of the requested changes or delays.
- Supplier shall then present the cost impacts to Customer.
- The changes shall only be scheduled and completed after a Project Change Request (PCR) has been approved in writing and a Customer PO for the approved amount has been received by Supplier.

1.3. Agreement Dependencies

The Customer will ensure the following dependencies are in place:

- Customer will schedule Change Order requests through the Supplier's Services Architect.
- Supplier services does not warrant software or hardware bugs. Every precaution is taken to select versions of software that do not contain bugs that affect client solutions. An "unknown bug" is defined as any software or hardware defect that is escalated to the manufacturer or the appropriate vendor that cannot be identified within 1 hour of effort:
 - In the event that an issue occurs due to an unknown bug, Supplier will request Customer work with the manufacturer directly and will re-engage when a solution is found.
 - Otherwise, if Supplier Services is requested to remain engaged, this activity will be considered out of scope.
- Work performed under this Agreement may be completed remotely, but onsite work may be necessary on occasion.
- All documentation and custom-developed materials provided by Supplier will be in the format chosen by Supplier.
- The scope of services does not include coverage for the routing, switching, and WAN connections of Customer's sites.

Avaya OneCloud™ Subscription Licensing Program

- Subscription Licensing Supplement. Customer agrees to the terms of the Avaya OneCloud™ Subscription Licensing Supplement ("SLS") posted at:
<https://download.avaya.com/css/public/documents/101063129> except as modified herein by the terms of this SOW which will have precedence of the terms of the SLS.
- License Conversion. Supplier will convert Customer's Avaya perpetual licenses into Subscription Licenses on a per System basis. All rights granted under these perpetual licenses will immediately terminate upon conversion and Customer shall return or destroy tangible editions of such perpetual licenses.
- EULA. Customer agrees to be bound by the terms of the Avaya End User Licensing Agreement ("EULA") posted at
<https://support.avaya.com/support/en/helpcenter/GenericDetail/C2009223142629795043>
- Term. The term of the Subscription Licenses shall be three (3) years, unless Supplier (in its sole discretion) agrees otherwise, commencing on the earliest of the date when Subscription Licenses (i) features are enabled, (ii) is downloaded to the target processor or (iii) is physically delivered to the Customer's premises. The term may only be extended upon mutual agreement between the parties. However, Subscription Licenses which are being added to an existing Subscription License Term are effective on the first day of the first month following Supplier's acceptance of the order for additional Subscription Licenses. If upon agreement between the parties, at the time of any renewal, (i) the quantity of Subscription Licenses for the renewal term; and/or (ii) the then-current Subscription Fees have changed, then, Supplier will present a quote reflecting the changes. Unless Customer issues a new order for such renewal prior to the end of the affected Subscription License Term, the Subscription Licenses will terminate in accordance with the specific term specified in the initial Subscription License order.
- Invoicing and Payment. Payment is due in advance, following Supplier invoicing, at the frequency identified in the Order Form, i.e., quarterly, annually or multi-year prepaid.
- Initial Set Up. Implementation and installation of the Subscription Licenses within the Customer environment are included in the Subscription Fees.
- Architectural and Infrastructure Requirements. Customer is responsible for all architectural requirements to accommodate the number of Subscribed Licenses it orders at the desired capacity, and is responsible for the provision of all hardware, software, equipment and services for the deployment of such licenses.
- Quantities increase. Customer may request additional fixed term Software Subscription licenses, beyond the quantity set out in the initial order, by providing Supplier with a thirty (30) day advance written notice. Supplier may make such additional fixed term Software Subscription licenses available for use by Customer. If Supplier approves an increase of licenses, Supplier will increase the periodic billing in proportion to the number of additional software licenses requested by Customer at the then current price.
- Order Cancellation. Accepted orders for Subscription Licenses are not cancelable and non-refundable.

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- Expiration of the Subscription License Term. Upon expiration of the Subscription License Term, Customer's right to use the affected Subscribed Licenses, and to receive all associated services, will terminate immediately and Customer will: (a) cease all use of the affected Subscribed Licenses and related Documentation; (b) in accordance with Supplier's instructions, irretrievably delete, deactivate, return and/or destroy any Subscribed Licenses installed or downloaded at the Customer site or on any of its devices or otherwise made available or accessible by Customer, as well as any related Documentation, or allow Supplier and/or Avaya to do the same; (c) upon request, promptly certify compliance with the foregoing requirements by an authorized representative of Customer; and (d) pay Supplier all unpaid Subscription fees due up until the date of expiration. Upon Supplier's request, Customer will promptly provide the certification set forth in (c) to Supplier and acknowledges and agrees that Supplier may share the certification with its applicable licensors, including Avaya. Expired Subscription Licenses may be subject to re-initiation fees.
 - Migration Credit. Following Customer's payment in full of the total amount due under this SOW, Customer will have the option to migrate from this Avaya OneCloud™ Subscription Licensing program as set forth herein to a new Supplier managed voice or customer experience solution, which may include non-Avaya managed service or solution programs, by executing a new SOW with Supplier for such managed service or customer experience solution. Under this migration process, Customer will cancel this SOW upon the commencement date of the new SOW and receive a Supplier credit equal to the lesser of the amount associated with the remaining term period of this SOW or the amount of the new contract.

2. Warranty Services

The following warranty services shall be applied as part of this Agreement:

- Customer's sole and exclusive remedy for any breach of a manufacturer's warranty shall be limited to the remedies set forth in the manufacturer's end use warranties for Equipment and/or Software.
- Customer agrees that installation, repair, or modification of a system by technicians not certified by the manufacturer shall void the manufacturer's warranty and may result in a denial of support services.

SCHEDULE 2 – Xcelerate Standard Services

1. Support Services Scope

Xcelerate Support Services will be included to the equipment installed under this Agreement.

- Attachment C– Xcelerate Services

1.1. Effective Date

Supplier's Services will commence on the same day as the Manufacturer Support Services beginning on 9/1/23.

Manufacturer Support will apply to Avaya existing platform.

- Manufacturer Support cannot be terminated for convenience during the Initial Term of this Agreement.
- Manufacturer Annual Support agreement will be billed Quarterly in Advanced

1.2. Term

Supplier's Recurring Support Services will begin on the same day as the Manufacturer Support Services, which is scheduled to start 9/1/23.

Support Services will be for One (1) year(s) from the Effective Date ("Initial Term).

SCHEDULE 3 – Price Offering

1.1 Bill of Materials

Item Qty	Product Part #	Product Description
		Lee County Leeway - DOT
1	BBXL	Xcelerate Standard Services
20	405418	UC Core License Fixed Subx ADJ LP
		Lee County Suntrust Bldg
1	BBVL	Xcelerate Standard Services
700	405418	UC Core License Fixed Subx ADJ LP
103	406677	CC AACC Voice Agent License Fixed Subs 3YAN
		Lee County Government
1	BBXL	Xcelerate Standard Services
900	405418	UC Core License Fixed Subx ADJ LP
49	406677	CC AACC Voice Agent License Fixed Subs 3YAN
		Lee County Northwest Regional Library
1	BBXL	Xcelerate Standard Services
100	405418	UC Core License Fixed Subx ADJ LP
		Lee County Cape Coral Library
1	BBXL	Xcelerate Standard Services
100	405418	UC Core License Fixed Subx ADJ LP
		Lee County South County Library
1	BBXL	Xcelerate Standard Services
100	405418	UC Core License Fixed Subx ADJ LP
		Lee County Hammond Stadium
1	BBXL	Xcelerate Standard Services
192	405418	UC Core License Fixed Subx ADJ LP
1	INPL	Info Plus

1.2 Price Offer

Description	Year 1 Price
Lee County Leeway-DOT	
Subscription and Xcelerate Standard Services	\$507.69
Lee County Suntrust Bldg	
Subscription and Xcelerate Standard Services	\$59,572.16
Lee County Government	
Subscription and Xcelerate Standard Services	\$57,270.98
Lee County Northwest Regional Library	
Subscription and Xcelerate Standard Services	\$2,538.41
Lee County Cape Coral Library	
Subscription and Xcelerate Standard Services	\$2,538.41
Lee County South County Library	
Subscription and Xcelerate Standard Services	\$2,538.41
Lee County Hammond Stadium	
Subscription and Xcelerate Standard Services	\$4,873.73
Total Price	\$129,839.79

1.3 Billing Method

The price offering for this will be billed in accordance with the following:

- Currency
 - Billing shall be in US Dollars only.
- Within the US
 - All billing will occur in the US, between US based legal entities for both Supplier and Customer. It is understood that any applicable Federal, State, or Local Taxes shall be added to each invoice for Services or materials rendered under this Agreement. Customer shall pay any such taxes unless a valid exemption certificate is furnished to Supplier within five (5) business days for the State of use.

1.4 Commercial Terms

The following pricing terms will apply to the work performed under this Agreement:

- Billing Schedule:
 - Professional Services Fees: Not Applicable.
 - Recurring Support Services: Annual Support Agreement billed Quarterly
- Payment terms are Net 30 days upon receipt of invoice. Any amounts not paid when due shall be assessed a late fee of 1.5% per month.
- Material coverage will be billable to the customer.
- Government fees and/or permits are not included in the Agreement price offering and will be passed on to Customer at the actual costs incurred by Supplier.
- Customer shall have no more than five (5) business days to review and accept or reject the Supplier's invoice. All such acceptance and rejection must be provided in writing to the Supplier.
- If invoices are not explicitly rejected in writing to the Supplier within the specified time frame, the invoices shall be considered valid and payable.
- All quotations are based on current Supplier wage rates, unless otherwise noted. Any federal, state, or local legislation, support specific or third-party agreements affecting hourly rates of pay, fringe benefits or other variations from a Supplier agreement or agreements with Union affiliations shall cause the services quotation to become subject to renegotiation at the option of Supplier.

AUTHORIZATION

This agreement is made and entered into between AGC Networks LLC, 2701 North Dallas Parkway, Suite 510, Plano, TX 75093 ("Supplier") and Lee County ("Customer"). Each signatory below represents that he or she has the requisite authority to enter into this contract. Supplier and Customer agree to execute this agreement as of the Effective Date set forth above.

To initiate this request, Supplier requires this signed Agreement to be followed with an authorized Purchase Order to contain the following Supplier's business entity and address on the Purchase Order: AGC Networks LLC, 2701 North Dallas Parkway, Suite 510, Plano, TX 75093.

The following Terms and Conditions shall apply to the equipment and services performed under this Agreement: Unless Customer and Supplier have entered into a separate written agreement, as noted for the equipment or services set forth in this proposal, the following terms and conditions shall apply: <https://www.blackbox.com/en-us/legal/terms-conditions-of-sale>.

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Supplier is authorized to do the work as specified.

This Agreement defines the services and deliverables which Supplier shall provide to the Customer and shall serve as the formal definition of the scope. In signing this Agreement both parties confirm that they are in mutual agreement concerning the objectives, deliverables, and target outcomes. Furthermore, both parties agree that in the event of a dispute concerning deliverables or requirements during or after the implementation, this Agreement and any future addendums shall be regarded as being the sole defining authoritative document defining the scope and the obligations of both parties.

IN WITNESS THEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

AGC Networks LLC

Authorized Signature

Keith A. Pado

Print Name

VP and Secretary

Title

8/16/23

Date

APPROVED AS TO FORM THE RELIANCE OF LEE COUNTY:

DocuSigned by:

Andrea Fraser

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Lee County

Authorized Signature

Brian Hamman

Print Name

Commissioner & Chairman

Title

Date

ATTEST:
CLERK OF CIRCUIT COUNTY

DocuSigned by:

Chris Jagodzinski

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Deputy Clerk

DocuSigned by:

Brian Hamman

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8/17/2023 | 12:01 PM EDT

DocuSigned by:



ATTACHMENTS

Attachment A – Sample Change Order Form

SECTION A: CUSTOMER INFORMATION	
Customer Name ("Customer"): Lee County Government	_____ d/b/a AGC Networks ("AGC")
SECTION B: CHANGES	
Original Agreement/SOW/Order being modified by this Change Order: Description of Changes: New Price:	
SECTION C: ATTACHMENTS	
Note any Applicable Attachments:	
SECTION D: TERMS AND CONDITIONS	
Unless Customer and Black Box have entered into a separate written agreement for the equipment or services set forth in this Change Order Form, the following terms and conditions shall apply to this Change Order https://www.blackbox.com/en-us/legal/terms-conditions-of-sale .	
SECTION E: SIGNATURES	
Customer: Lee County Government	_____ d/b/a AGC Networks ("AGC")
BY: (Authorized Signature)	BY: (Authorized Signature)
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:

Attachment C – Xcelerate Service Plan

1. Support Services

Supplier's Xcelerate Services will provide Customer with a suite of proactive, 24x7x365 Services to ensure maximum availability and optimization of the IT environment. Supplier's experienced team of technical professionals will provide 24/7 support and resolution of requests received from the Customer. Supplier will provide flexible, creative, and high-quality support services aligned around the Information Technology Information Library (ITIL) framework. This approach ensures that the right people, processes, and tools are in place to provide Customer with optimum support services.

Xcelerate Services will be provided for the devices identified in Appendix A – Supported Devices for the locations listed in Appendix B – Supported Locations. Support Services will include:

- Incident Management
 - Ticket Creation & Management
 - Ticket Isolation/Triage
 - 3rd Party Vendor Coordination
 - Ticket Resolution
 - Escalation Management (including OEM escalation)
- Problem Management
 - Chronic Fault Monitoring
- Change Management
 - System Change Management
- Availability Management
 - Incident Monitoring
 - Advanced Hardware Replacement
 - Onsite Services (Emergency Requests)
- Service Level Management
 - Service Levels

1.1. Incident Management

Incident Management is a process that defines an unplanned interruption to a service or the reduction in the quality of service. Incident Management aims to restore services to Customer's regular operation within the agreed service level targets.

Following Incident Management best practices, the Supplier's geo-redundant Global Operations Centers ("GOC") will act as the Single Point of Contact for the Customer, 24 hours a day, 7 days a week. GOC Agents will record requests received from the Customer into the Supplier's ticketing system, and will be responsible for the overall management and resolution of the request.

NOTE: The GOC is different than the Customer's Help Desk. The GOC is intended to act as the interface for the Customer's internal technical staff, while the Customer's Help Desk is an internal group within the Customer's organization that supports the Customer's end user community.

Supplier will perform the Services as defined below unless otherwise stated:

- Normal Business Hours: Monday-Friday 8:00 a.m. to 5:00 p.m. local site time

- After Hours:
 - Monday-Friday after 5:00 p.m. until Next Business Day at 8:00 a.m.;
 - All day Saturday and Sunday; and
 - Holidays as recognized by country, federal & local governments, suppliers, or otherwise identified in this SOW.

Delivery of the Services identified in this Agreement will be as follows:

Description	Hours of Support	Coverage Option
Service Desk Support	7x24	Included
Remote Technical Support	7x24	Included
Onsite Support	8x5 Normal Business Hours 7x24 emergency after hours support	Included

Table 1.1-1: Support Coverage

1.1.1. Ticket Creation & Management

All requests received by the Supplier via telephone, self-service portal, email, or monitoring tools will be logged, monitored, and updated through its complete life cycle. The GOC Service Desk Agent (“L1”) will perform initial troubleshooting and triage of the request, and if required, will escalate the request to Supplier’s Level 2 (“L2”) technical engineers for isolation and resolution. The Supplier’s L2 engineers will engage manufacturer support resources, if necessary. The GOC Agent will perform daily reviews on all open requests, perform timely functional escalations to internal and external support groups as required, and retain ownership of the incident through closure.

Supplier will receive request from the Customer through the following methods:

- Toll Free Access (800-251-3028)
 - Supplier will provide a toll free number/email to open, check status, or request escalation.
- Web Portal (<https://csp.blackbox.com/csm>)
 - Supplier will provide access to a Web Portal to create requests, query open/closed requests, and add specific engagement notes to an open request directly into the Supplier’s ticketing system.
- Email (cs@blackbox.com)
 - Do not email urgent/system down or significant outage requests to the email address.
- System Monitoring Tools
 - Supplier utilizes the latest state-of-the-art tools to deliver a multi-level monitoring offering. Each one is designed to detect alarm events within Customer’s system. All of these systems are integrated into the Supplier’s ticketing system, which allows the Supplier’s GOC team to manage and track all issues for the Customer in one system.

1.1.2. Ticket Isolation & Triage

Supplier's L1 Agent will perform the initial assessment and prioritization of the request and attempt first contact resolution following identified known errors and workarounds, identify defective material requirements, engage 3rd party vendor support or reassign to Supplier's L2 technical support. L2 engineers will troubleshoot and perform resolution activities. All corrective maintenance actions to restore service will be logged in the Supplier's ticketing system.

1.1.3. 3rd Party Vendor Coordination

Supplier will engage and work with 3rd party vendors on behalf of the Customer to resolve work requests. Supplier will:

- Contact the appropriate 3rd party vendor upon determining the cause of a work request.
- Maintain regular updates of the work progress in the Supplier's ticket system, including estimated time of 3rd party vendor response.
- Coordinate engagement between 3rd party vendor and Supplier's technical team member.
- Document resolution activities performed by 3rd party vendor.

1.1.4. Ticket Resolution

Supplier's GOC will track requests from initial detection to resolution of the request in the Supplier's ticketing system. Supplier's GOC Agent will monitor the request in the Supplier's ticketing system, providing periodic updates and activities associated with the resolution of the request, including but not limited to:

- Update the ticket as development and testing are completed.
- Record related 3rd party vendor tickets associated with the request.
- Document the resolution activities, including resolution information from any 3rd party vendor.
- Resolve the ticket in the Supplier's ticket system.
- Notify the Customer's contact of the resolution of the request.

1.1.5. Escalation Management

Supplier's escalation management will work in collaboration with the Customer's incident management or AV teams. If an escalation is required, Supplier will:

- Notify and review with Customer contact the issue being escalated.
- Agree and collaborate on steps for remediation with the Customer and other Supplier teams.
- Identify all management, manufacturer, and/or 3rd party vendor engagement requirements to resolve the issue.
- Mutually agree to a deadline by which the issue should be resolved to mitigate risk.
- Agree on next level of escalation steps, if the issue is not resolved by the agreed upon deadline.

Supplier's GOC or L2 Engineer will escalate to the manufacturer (OEM) to resolve the request. Escalations to the manufacturer include, but are not limited to complex troubleshooting, bug fixes, equipment replacement, and/or abnormal system operations.

The Supplier's GOC Agent or L2 Engineer will:

- Open a case with the OEM.
- Schedule / dispatch of onsite resources, if required.
- Escalate OEM case, if required.
- Monitor ticket with OEM.
- Resolve ticket with OEM.

1.2. Problem Management

Supplier's Problem Management procedures are designed to permanently resolve any service-affecting incidents within the terms of the service level requirements, or require a temporary workaround to restore services. Problem Management will include activities needed to diagnose the root cause of Incident Management and determine the resolution to those problems. Although closely related, Incident Management and Problem Management are separate processes that use the same tools, categorization, impact, and priority methods. Supplier will ensure effective communication when dealing with related incidents and problems.

1.2.1. Chronic Fault Monitoring

A chronic incident is any repeated problem or pattern of problems with a device, location, or service. A chronic condition may be the result of an intermittent hardware, circuit, software, power issue, or periodic congestion on the network. Supplier will perform a set of functions that detect, isolate, and correct chronic faults that occur to the supported devices. This will include maintaining and review of errors logs, error detection notification, diagnostic test, and localizing and tracing faults. Once the chronic condition has been identified and validated by Supplier to be a true chronic condition, a root cause analysis of the problem will be performed and appropriate actions will be taken by to prevent incidents from recurring.

1.3. Availability Management

Supplier's Availability Management is designed to ensure that all Services are at the appropriate agreed upon levels by analyzing, planning, measuring, and continually improving all aspects of the delivery and support methods used to provide the Services in this Agreement.

1.3.1. Incident Monitoring

Supplier's GOC will provide 24/7 Incident Monitoring for the supported devices which includes availability, thresholds, and technology specific incidents. The GOC will monitor and perform resolution activities to ensure the supported devices are performing at the desired service levels,

and provide notification and alerts for degraded system performance that would affect the system's availability to perform at peak levels.

1.3.2. Advanced Hardware Replacement

Advanced Hardware Replacement provides the advanced replacement of any part listed in Appendix A – Supported Devices that the Supplier and/or device manufacturer determines to be inoperable. This includes replacement of the hardware needed to resolve a diagnosed issue. The Supplier will coordinate with the manufacturer to have the part shipped to affected Customer location within agreed upon timeframes. Best Effort on EOL Equipment.

Upon arrival of the replacement part to the affected Customer location:

- **ONSITE SUPPORT:** Supplier will dispatch a field technician to replace the defective part, perform any configuration updates necessary to restore service, and test functionality of the replaced part. The Supplier's Technician will package the defective part to be returned by the Customer.

If the Supplier or device manufacturer does not receive the defective part within thirty (30) calendar days of shipping the replacement part to the Customer, or the returned part does not match the part replaced, or the returned part is not eligible for advanced replacement, the Supplier or device manufacturer reserves the right to invoice the Customer at the then-current published list price of the replacement part.

1.3.3. Onsite Services (Emergency Requests)

Supplier will dispatch a field technician to the supported location to assist in the troubleshooting and resolution of Emergency service requests. Onsite support will be provided between 8:00 a.m. – 5:00 p.m. local time, Monday through Friday, excluding holidays.

1.4. Service Level Management

1.4.1. Service Levels

Supplier will ensure that an agreed level of service is provided and delivered to agreed achievable targets. All services and their performance will be measured in a consistent manner throughout the term of the agreement. Supplier will monitor, measure, and maintain the performance of the supported devices.

Supplier has developed metrics which will be used to measure Service Level performance.

Priority Level	Severity	Definition	Example
P1	Critical	End user is working on a mission critical work and his/her device is severely degraded due to operational deficiencies; or problems affecting executive level (VIP), security threat causing a disruption to the end-users ability to complete their work. This would require approval/escalation from their manager, shift supervisor or Customer's IT team lead	<ul style="list-style-type: none"> • Total System/Site Outage • Critical Site Outage • Line of Business (LOB) impacted
P2	High	Customer's IT device is affecting Customer usage but not adversely affecting the end user or preventing him/her from completing work or collaborating with others. These problems interfere with the timely and effective work of an individual(s) but do not result in a complete disruption of work.	<ul style="list-style-type: none"> • <25% System Outage • Non-Critical Site Outage • Critical Application Outage
P3	Medium	Customer's IT device functionality is noticeably impaired but does not impact its operation or use; and for which an alternative solution or work-around exists, but resolution is required. These problems interfere with the timely and effective work of an individual(s) but do not result in a complete disruption of work.	<ul style="list-style-type: none"> • Departmental Issue • Non-Critical Application Outage
P4	Low	Request for Information	

Table 1.4.11.4.1-1: Service Level Priority Definitions

Priority Level	Remote Response	Onsite Response
P1	<60 minutes	Best Effort
P2	<2 hours	Best Effort
P3	<24 hours	48 business hours (upon receipt of replacement device)
P4	<48 business hours	N/A

Table 1.4.1-2: Service Level Response

1.5. Appendix A – Supported Devices

Appendix A – Supported Devices contains the complete list of Customer devices for which Supplier will provide industry best practices support services. Best Effort on EOL Equipment.

Location	Avaya Site ID/Serial #	Avaya Sold to	Hardware
Lee County Leeway - DOT Colonial 1700 Monroe St Ft Myers, FL 33902	1890284 / 318826894	0005226365	MG1000B
Lee County North West Regional Library 519 Chiquita Blvd N Cape Coral, FL 33993	2370971 / 318822823	00050537162	CS1000
Lee County - Cape Coral Library 921 SW 39th Terrace Cape Coral, FL 33914	2043853 / 10367416	0005226343	CS1000
Lee County South County Library 21100 Three Oaks Pkwy Estero, FL 33928	2043851 / 10367175	0005226342	CS1000
Lee County Hammond Stadium 14100 Six Mile Cypress Pkwy Ft Myers, FL 33912	1890724 / 10241380	0005226367	CS1000
Lee County SunTrust Bldg. States Attorneys Office 2000 Main St Ft Myers, FL 33901 2nd Floor / 204	1917948 / D19481 10262525	0005226369	CS1000M MG Call-Pilot / LCFCP01 Contact Center / LCFSSC01
Lee County Government - Justice Center 1700 Monroe St Ft Myers, FL 33902 6th Floor	1969933 / 318807569 10313884	0005226356	CS1000M MG Call Pilot / LCFCP02 Contact Center / LCFSSC02

1.6. Appendix B – Supported Locations

Appendix B – Supported Locations contains the complete list of locations for which Supplier shall complete the services identified in this Agreement.

- a) Location Add – Customer may add locations to this Agreement with proper notification and Supplier acceptance of the site. Supplier may perform a site assessment and any remediation actions required to bring the site current may result in separate charge(s) to Customer. Refer to Section 6 – Contract Change Request.
- b) Location Delete – Customer will be required to provide at a minimum thirty (30) day notice for site(s) to be removed from this Agreement, and may be responsible for any manufacturer support fees incurred as a result of such deletion.

Location
Lee County Leeway - DOT Colonial 1700 Monroe St Ft Myers, FL 33902
Lee County North West Regional Library 519 Chiquita Blvd N Cape Coral, FL 33993
Lee County - Cape Coral Library 921 SW 39th Terrace Cape Coral, FL 33914
Lee County South County Library 21100 Three Oaks Pkwy Estero, FL 33928
Lee County Hammond Stadium 14100 Six Mile Cypress Pkwy Ft Myers, FL 33912
Lee County SunTrust Bldg. States Attorneys Office 2000 Main St Ft Myers, FL 33901
Lee County Government – Justice Center 1700 Monroe St Ft Myers, FL 33902

2. Customer Responsibilities & Agreement Dependencies

2.1. General Customer Responsibilities

- Provide local management representative with decision making authority throughout the duration of the engagement.
- Provide all Supplier personnel accessible working areas free from any hazardous materials as necessary to complete the work requested. Remediation of any hazardous environment shall be performed by others.
- Provide escorts as per the site security requirements for the entire time period required to complete the work requested.
- Ensure delivery of any hardware, software, licenses, or materials provided by Customer's 3rd party suppliers no less than twenty-four (24) hours prior to Supplier arrival to Customer's site.
- Customer shall identify knowledgeable administrators and/or managers to be available to Supplier promptly upon a request. These contacts are to provide background information and clarification of information required to perform the services outlined in this Agreement for its duration:
 - This includes, but is not limited to any clean room, special access, health, safety, security, or environmental requirements, rules or regulations that Supplier must follow in order to operate during their time on site.
 - Customer will notify Supplier of any special requirements to work or operate within the Customer's facility. Any specific site training requirements for Supplier's personnel will be at the Customer's expense.
- COVID-19: Customer will notify Supplier of any additional requirements outside of the standard PPE protocols. Supplier personnel will follow all Customer and/or governmental protocols while onsite.

2.2. Additional General Agreement Dependencies

- Free parking is available for Supplier's personnel. Fees for parking at the Customer's work site will be passed on to Customer at the actual costs incurred by Supplier.
- Supplier assumes that Customer's existing systems are in proper and functional working order. Any issues or delays resulting from a malfunction of Customer's system that causes Supplier to troubleshoot the condition for more than one (1) hour is considered to be out of scope and will be billable at the current time and material rates.
- Solicitation of Employment: During the term of this SOW and for a period of twelve (12) months thereafter, each party agrees that it will not, without the prior written permission of the other party, employ or offer to employ the employees of the other party or solicit such employees for purposes of employment. In the event that a party employs one of the other party's employees during the above-referenced time period, the employing party will pay the other party the

equivalent to fifty percent (50%) of the last annualized compensation of said employee, with payment to be made within thirty (30) days of hire.

2.3. Xcelerate Services Dependencies

- Customer will schedule Supplier's services through the Supplier's Service Delivery Manager.
- Only remote services identified in this Agreement will be performed by the Supplier. All other onsite services will be provisioned by the Customer.
- Requests for Emergency onsite services, outside of the locations covered under this SOW will be billable to the Customer on a time and material basis.
- Coverage does not include paging, headsets, terminals, printers, UPS, batteries or power plant.
- Move, Add, Change (MAC) requests are not included as part of the Services and will be invoiced at the then current time and material rates.
- Supplier's support of OEM equipment and/or software that are End of Life (EOL) will be based on commercially reasonable efforts. EOL equipment and/or software will be provided, if available from the Supplier's depot inventory.
- The services, with the exception of services specifically noted as onsite, will be performed off-site, at Supplier location(s). Customer understands and acknowledges that Supplier is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of services.
- Customer will be required to update Supplier with changes to 3rd party vendor contact information.
- This agreement is only for the services described herein, and the Supplier shall not own or have any obligation under this agreement to provide the supported products to the Customer. Products may be purchased from Supplier under a separate agreement.
- Products required for the upgrade of any of the supported products listed in this Agreement may be procured by the Customer under a separate contract with Supplier.
- The initial administration services associated with any such upgrade(s) are available from the Supplier, and may be agreed to separately and subject to additional charges. Charges for such services will be provided by the Supplier as a custom quote and/or per project basis under a separate SOW agreement.
- Supplier will perform background check/screening of employees prior to assignment to the Customer's location.
- Supplier will notify Customer of Global Operations Center (GOC) closure or bulk employee absences.
- Supplier will maintain manufacturer credentials necessary for Supplier's employees to create and escalate requests with the supported manufacturers.

- Customer is required to provide Supplier with the appropriate access levels to all supported platforms and application administered with appropriate privileges to administer and/or configure.
- System Passwords:
 - Customer will provide Supplier all passwords associated with access to the supported products.
 - During the term of this Agreement, Customer will allow Supplier sole and exclusive management of the passwords for the supported devices, including the right to change the passwords as determined by the Supplier.
 - Supplier will comply with Customer required password policy.
- Customer will provide connectivity/bandwidth as required for all tools and services performed by the Supplier.
- For managed products running on Windows platforms, Supplier will monitor the managed application only (excludes Lee County/Windows OS) and notify Customer if patch(es) are required. Unless otherwise stated in this Agreement, Customer is responsible for Windows patch(es) and should reference Lee County's guidance for the downloading and installation.
- Supplier will maintain staffing levels to comply with the Service Levels listed in this Agreement.
- Supplier will notify Customer of any security breaches at any Supplier's locations, should they occur.
- Supplier will comply with onsite communication and access requirements.
- Supplier will make recommendations as to the security requirements of the supported products, and both parties will mutually agree to the implementation of the recommendation in accordance with the security policies agreed to during the onboarding of services.
- Supplier will not be responsible for any breach of security or failures that occur during the term of this Agreement.
- Customer will provide a safe and secure location for the supported products and restrict access to authorized personnel only in accordance with the security policies set forth during the onboarding of services.
- Customer will provide timely and full access to the supported products upon request by the Supplier, and ensure such access is available during the time the work requests is open.
- Customer will provide IP address associated with the supported products.
- Customer will provide reasonable advance notice, preferably a minimum of forty-eight (48) hours of any planned changes to the Customer's network environment that would impact the delivery of services, including but not limited to the IP addresses associated with the supported products.
- Customer will retain at least one back-up media at the Customer's site for the supported products, and make the media available to the Supplier's personnel when needed.

- Customer will designate one individual and an alternate representative to be responsible to provide access to the Customer's site and assist Supplier in identifying or isolating problems as reasonably requested by the Supplier.
- Customer is required to provide Supplier with the appropriate access levels to all supported platforms and application administered with appropriate privileges to administer and/or configure.
- Customer may require additional resources from Supplier on an as-needed basis, i.e., traffic analysis; network design, which will be negotiated on an "as needed" basis. Pricing for these additional services will be based on the length on commitment and skill set necessary and shall be set forth in a CCR or separate written agreement signed by the parties.
- The relationship between the parties is that of independent contractors, and neither party shall be nor represent itself to be an agent or representative of the other, nor shall either party have the right or authority to assume or create any obligation on behalf of or in the name of the other or to otherwise act on behalf of the other unless otherwise expressly agreed in writing.