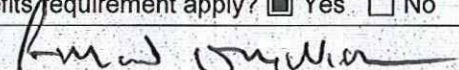


Res 496  
Significant

## Contract Cover Sheet

*Note: Shaded areas are for County Executive review.*

Department <b>Public Safety Communications</b>	Contract/Addendum #: <b>13120</b>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>																				
<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>																				
<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<input type="checkbox"/> Other	<input type="checkbox"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: <del>per page 1</del> <b>June 2, 2016 - Nov 15, 2022</b>																					
4. Amount of Contract or Addendum: <del>1,142,700.20</del> <b>\$ 1,139,398.30</b>																					
5. Purpose: <b>Replace 9-1-1 telephone system</b>																					
6. Vendor or Funding Source: <b>Solacom Technologies</b>																					
7. MUNIS Vendor Code: 26965																					
8. Bid/RFP Number: 115107																					
9. If grant: Funds Positions? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No																					
10. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
11. Account No. & Amount, Org & Obj. <u>CPPUBSAF 58339</u> Amount \$ <del>1,142,700.20</del> <b>1,139,398.30</b>																					
Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
Account No. & Amount, Org & Obj. _____ Amount \$ _____																					
12. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____																					
13. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																					
14. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
15. Director's Approval: 																					

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<u>Cac</u> Received	_____	<u>5/17/17</u>	_____	Solacom Technologies	
<u>CS</u> Controller	_____	_____	<u>5/18/17</u>	Contact Person Suzanne Larson	
<u>CS</u> Corporation Counsel	_____	<u>5.18.17</u>	<u>5.18.17</u>	Phone No. (819) 598-7954	
<u>CS</u> Risk Management	_____	<u>5/18/17</u>	<u>5/18/17</u>	E-mail Address slarsen@solacom.com	
<u>Cac</u> Purchasing	_____	<u>5/17/17</u>	<u>5/17/17</u>		
_____ County Executive	_____	_____	_____		

**Footnotes:**

- 1.
- 2.

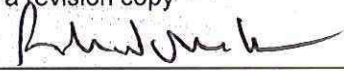
<b>Return to:</b> Name/Title: Phone: E-mail Address:	<b>Dept.:</b> Mail Address: CCB Rm 109, 210 MLK, Madison, WI 53703-3342
---	--

**Certification**

The attached contract: *[check as many as apply]*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy<sup>1</sup>
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy<sup>1</sup>

Date: 16 May 2017

Signed: 

Telephone Number 608-283-2911

Print Name: Rich McVicar

**Major Contracts Review (DCO Sect. 25.20)** This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

**Executive Summary** (attach additional pages, if needed).

1. **Department Head**  Contract is in the best interest of the County.  
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 16 May 2017

Signature: 

2. **Director of Administration**  Contract is in the best interest of the County.  
Comments:

Date: 5/17/17

Signature: 

3. **Corporation Counsel**  Contract is in the best interest of the County.  
Comments:

Date: 18 May 2017

Signature: 

<sup>1</sup> A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 75

Agreement No. \_\_\_\_\_

Expiration Date: November 15, 2022

Authority: Res. 496, 2017-2018

Department: Public Safety Communications

Maximum Cost: \$1,139,398.30

Registered Agent: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Solacom Technologies Inc. (hereafter, "PROVIDER or SOLACOM"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is room 425 City-County building 210 Martin Luther king Jr Blvd Madison, WI 53703-3345, desires to purchase 911 system equipment, installation training and maintenance services from PROVIDER; and

**WHEREAS** PROVIDER, whose address is 84 Jean-Proulx Street, Gatineau, Quebec, Canada, J8Z 1W1, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE.
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the request for proposals (RFP) #115107 and PROVIDER's response thereto, and PROVIDER's Supplement Following Presentation of October 21, 2016 RFP #115107; and on the attached schedules, which are fully incorporated herein by reference. In the event of a conflict between or among the terms of this Agreement, the RFP or responses thereto, or the terms of the Agreement's schedules, attachments and appendices, it is agreed that to the extent of any conflict. the terms of this Agreement shall supersede, after which the terms of Schedule E, then the other schedules, attachments and appendices in the order they appear, are controlling, followed by PROVIDER'S Supplement Following Presentation of the RFP PROVIDER's response to the RFP, and the RFP, in that order.
  - B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this

Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION.

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

- B. The following shall constitute grounds for immediate termination:

1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

MAXIMUM COST is subject to change following approved Change Order(s) for equipment or services rendered under this agreement as and in the manner specified herein and in attached Schedule A.

VI. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE.

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement provided that the County maintains a proper service agreement with the Provider.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation.

PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

Umbrella or Excess Liability.

PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any

fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

XI. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.

- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  1. When the Maximum Cost of the Agreement is less than \$5,000;
  2. When the provider is a school district, a municipality, or other unit of government;
  3. When the County is purchasing residential services at an established per bed rate;
  4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  5. When an individual receives compensation for providing services to a family member;
  6. When employees are student interns;
  7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).



- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: “As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- F. Intellectual Property Rights. County acknowledges that PROVIDER and its licensors are the owners of all Intellectual Property Rights relating to the Products and Services. County shall have no rights in respect of such Intellectual Property Rights other than to act as a Dane County of the Products and Services in accordance with the terms of this Agreement. Title to the Software and any enhancements, modifications, derivative works, copies and/or translations thereof shall at all times remain with PROVIDER or its licensors, as applicable, regardless of whether performed as part of the Products or Services and/or on Dane County's and/or any End User's recommendation or otherwise.

In consequence of such, County agrees to execute all documents and other instruments and to take such further actions as may be required by PROVIDER to register, enforce, or otherwise protect any and all of PROVIDER's Intellectual Property Rights hereunder.

Furthermore, PROVIDER retains for itself as sole owner, and County acknowledges that PROVIDER so retains as sole owner, all copyright and all other proprietary rights in and to all [marketing and promotional materials], designs, engineering details, data, improvements, discoveries, creations and software pertaining to and developed in the Products or Services sold or licensed to the County or End-User.

- G. Confidentiality. In the course of performing this Agreement, a Party may disclose to the other Party trade secrets and confidential and proprietary information (“Confidential Information”).

Confidential Information shall include, without limitation, the terms and conditions of this Agreement, the COUNTY pricing and all or any non-public business, technical and financial information of the Parties and all other information clearly marked "confidential", or, if disclosed orally, all information that is designated orally as "confidential", or is otherwise treated as confidential at the time of disclosure or within a reasonable period of time thereafter. All Confidential Information disclosed by a Party to the other hereunder shall remain the property of the disclosing Party. Both Parties agree that all Confidential Information of the other Party shall be held in strict confidence, will not be disseminated or disclosed to any third party and will not be used by the receiving Party for any purpose other than performing its obligations under this Agreement except with the express written consent of the disclosing Party. Each Party shall require their respective employees and contractors having access to such information in the course of exercising rights under this Agreement to execute written agreements to maintain the confidentiality of such information, the terms of which shall be no less restrictive than the terms set out in this Agreement. Obligations to protect Confidential Information shall not apply to information which the receiving Party can conclusively establish (a) was in the possession of the receiving Party at the time of disclosure; (b) prior to or after the time of disclosure became part of the public domain without the act or omission of the Party to whom it was disclosed; (c) was disclosed to the receiving Party by a third party under no legal obligation to maintain the confidentiality of such information; or (d) was independently developed by the receiving Party without breach of its obligations of confidentiality.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: \_\_\_\_\_  
ANDRE VAILLANT, Chief Financial Officer

Date Signed: \_\_\_\_\_  
PIERRE PLANGGER, CEO/President

**FOR COUNTY:**

Date Signed: \_\_\_\_\_  
JOSEPH PARISI, County Executive

Date Signed: \_\_\_\_\_  
SCOTT MCDONELL, County Clerk

rev. 11/15

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## **Schedule A –Scope of Work**

PROVIDER, Solacom, shall serve as prime contractor and project manager to deploy a 9-1-1 System for Dane County, WI consisting of a geo-diverse Guardian Public Safety Answering Point (PSAP) Controller installation supporting 35 Guardian Positions at the City-County Building (CCB), 210 Martin Luther King Jr. Blvd., Madison, WI and East District Campus (EDC), 3111 Luds Lane, McFarland, WI, and a Dual Tone Multi Frequency (DTMF) and Integrated Voice Response (IVR) system with a minimum of four simultaneous traffic paths. The geo-diverse PSAP controllers will be installed in room 111T at 210 Martin Luther King Jr. Blvd, Madison, WI (21 positions) and room 140 at 3111 Luds Ln, McFarland, WI (14 positions). The COUNTY is providing the dark fiber network used to connect the system together.

**PROVIDER's authorized sub contractors are Integral Building Systems (IBS) for cabling and Tier 1 maintenance services and General Communications (Gencomm) for installation assistance and Tier 1 maintenance services.**

- A. Solacom will name a single project manager to work with the Dane County project management team; key project personnel are identified as follows:

Jason Howard, 1-888-765-2266 Ext. 334, jhoward@solacom.com  
NG9-1-1 Project Manager

Scott Ward, 1-888-765-2266 Ext. 332, sward@solacom.com  
NG9-1-1 Technical Project Manager

Martin DeLeonardis, 1-888-765-2266 Ext. 230, mdeleonardis@solacom.com  
Director of Customer Service

Frank Jarman, 320-583-3995, fjarman@solacom.com  
Regional Account Manager

Dane County has the right to request the replacement of the project manager at any time during the project and the vendor will replace the project manager within 14 calendar days.

## **Project Roles & Responsibility**

The matrices below assign task owner and support responsibilities.

## Project Management

### 1.1 Project Management – Planning Deliverables

Item	Tasks	Responsibility	
		Owner	Support
1	Detail project scope, milestone dates, project management plan and schedule and review with customer	Solacom	Dane Co.
2	Reconcile materials list and installation requirements with customer expectations and contracted deliverables.	Solacom	Dane Co.
3	Create a list of key project milestones	Solacom	Dane Co.
4	Create a master project schedule (Gantt Chart) which addresses task start, task duration and task complete; make mutually-agreed to updates as required.	Solacom	Dane Co.
5	Schedule kick-off and Design Review meetings with customer	Solacom	Dane Co.
6	Facilitate, provide technical support and document the Final Design Review (FDR)	Solacom	
7	Schedule a site survey meeting at customer location(s).	Solacom	Dane Co.
8	Collect site specific information required to enable provisioning of the Solacom equipment prior to shipment.	Solacom	Dane Co.
9	Track completion of Solacom milestones.	Solacom	Dane Co.
10	Provide weekly project updates.	Solacom	Dane Co.
11	Review resource requirements necessary to support the project's installation and training.	Solacom	Dane Co.
12	Perform a pre-installation site survey and on-site meeting	Solacom	Dane Co.
13	Create a document library to facilitate all project related information, including preliminary, final design and as-built drawings.	Solacom	Dane Co.
14	Coordinate with the County to have all required site power and grounding preparation completed prior to Solacom arrival.	Solacom	Dane Co.
15	Prepare Site Acceptance Test Report for project signoff	Solacom	Dane Co.
16	Compile a list of LEC-required tasks	Solacom	Dane Co.

### 1.2 Project Management – Installation Services

Item	Tasks	Responsibility	
		Owner	Support
1	Assume role of single point of contact for all project related issues	Solacom	
2	Review material list with customer to ensure all material has been inventoried.	Solacom	Dane Co.
3	Inspect sites to ensure all requirements are met	Solacom	Dane Co.

4	Formulate an installation plan for all Solacom materials.	Solacom	
5	Formulate the configuration of all Solacom equipment.	Solacom	
6	Develop the “go-live” checklist for Solacom Equipment	Solacom	Dane Co.
7	Review SAT (Site Acceptance Test Plan) and obtain customer sign-off.	Solacom	Dane Co.
8	Coordinate all Solacom provided on-site services.	Solacom	

### 1.3 Project Management – “Cutover” Deliverables

Item	Tasks	Responsibility	
		Owner	Support
1	Work with County to finalize Solacom system / PSAP Cut Plan	Solacom	Dane Co.
2	Develop Draft cut plan four (4) weeks prior to cut and distribute for editing and inputs	Solacom	Dane Co.
3	Develop and provide a copy of the final cut-plan to County and 3rd Party vendors for review two (2) weeks prior to Cutover and request a formal acceptance of this plan from County	Solacom	Dane Co.
4	Schedule final Go / No-Go meeting with Solacom and County one (1) day prior to the scheduled cutover	Solacom	Dane Co.
5	Be present at both sites during the cutover.	Solacom	Dane Co.
6	Document all technical and operational issues or concerns that arise during the cutover.	Solacom	
7	Schedule Cutover follow-up meeting to review issues and create “punch list” of for all known deficient items / outstanding issues identified during and directly after the cut.	Solacom	Dane Co.

### 1.4 Project Management – Post Cutover Activities

Item	Tasks	Responsibility	
		Owner	Support
1	Prioritize “punch list” into severity levels (1, 2 & 3). Use this as the “tracking document” for administering the resolution of all required fixes.	Solacom	Dane Co.
2	Create site-specific configuration documents and ensure all material is update with most current information.	Solacom	Dane Co.
3	Schedule a weekly meeting with County to review outstanding issues	Solacom	Dane Co.
4	Schedule a thirty (30) day post-cut follow-up meeting with County.	Solacom	Dane Co.
5	Participate in the thirty (30) day post-cut follow-up meeting with County.	Solacom	Dane Co.

### Site Preparation Tasks

Item	Tasks	Responsibility	
		Owner	Support
1	Provide one server rack at each site.	Dane Co.	
2	Provide two independent , UPS-backed electrical circuits at each site, with each circuit able to supply 9.8A.	Dane Co.	
3	Condition server rooms at each sites to maintain temperature between 60 and 85 degrees Fahrenheit and relative humidity between 30 and 60% for equipment creating 5,000 BTU per hour.	Dane Co.	
4	Order telephone circuits, including ALI and transfer, for both sites.	Dane Co.	
5	Provide internet connectivity at both sites.	Dane Co.	
6	Provide and manage voice / screen communication recording and make available for interface with Guardian.	Dane Co.	Solacom
7	Provide and manage radio systems and make available for interface with Guardian.	Dane Co.	Solacom

### On-Site Installation Services Installation Services

Item	Tasks	Responsibility	
		Owner	Support
1	Perform Site Survey / document observations	Solacom	
2	Confirm Site locations for Solacom equipment	Solacom	Dane Co.
3	Provide County with Solacom required power consumption and BTU requirements.	Solacom	
4	Complete equipment room electrical additions and modifications	County	
5	Uncrate and move Solacom equipment to final destination in equipment room	Solacom	Dane Co.
6	Complete all required structured cabling to Solacom Demarc, including "cold pull" CAT6 cabling to each of the 36 positions in the two centers and from the telco demarc to the PSAP controllers in the two facilities.	Solacom	IBS
7	Confirm turn-up on all circuits to Solacom equipment	Solacom	Dane Co.
8	Shipping of equipment to customer location(s)	Solacom	
9	Perform on-site inventory of Solacom equipment	Solacom	-
10	Interface with Telecom and IP providers.	Solacom	Dane Co.
11	Install Solacom equipment	Solacom	Dane Co.
12	Provision IP transport network hardware.		

13	Load Guardian software and ancillaries onto new call taking PC workstations and / or County's existing PCs (if applicable)	Solacom	Dane Co.
14	Connect time sync source	Solacom	Dane Co.
15	Conduct Customer training sessions per contract	Solacom	Dane Co.
16	Stage all IP phones in the building	Solacom	n/a
17	Installation of Radio Integration Interface (assumes Call Director available and Radio Vendor to be present during interface installation)	Radio Vendor	Dane Co.
18	Installation and setup of Active Remote Monitoring	Solacom	
19	Configure CAD Port and provide CAD Spill to CAD vendor	Solacom	Dane Co. CAD Vendor
20	Installation of IRR	Solacom	-

### ALI database

Item	Tasks	Responsibility	
		Owner	Support
1	Determine ALI formats from ALI provider	Solacom	Dane Co.
2	Provide Cell tower ESN assignments for routing table in Solacom	n/a	n/a
3	Configure Selective Router ESN assignment (SR only)	n/a	n/a
4	Provide connectivity for ESN / TN updates to Solacom	n/a	n/a
5	Connect ALI circuits to PSAP Controller(s)	Solacom	Dane Co. Telco

### Testing

Item	Tasks	Responsibility	
		Owner	Support
1	Conduct Solacom System Acceptance Test (SAT) plan	Solacom	Dane Co.
2	Complete Audio Quality test at each Guardian Position	Solacom	Dane Co.
3	Coordinate carriers for circuit and system testing	Solacom	Dane Co.
4	Conduct Pre-Cutover Test Plans	Solacom	Dane Co.
5	Testing each wireless carrier trunks Audio quality and ANI	Solacom	
6	Testing of trunks from wire line carriers Audio quality and ANI	Solacom	
7	Test each Trunk between S/R and PSAP Equipment for Audio Quality and ANI.	Solacom	
8	Testing of Call transfers between all PSAP	Solacom	Dane Co.



9	Testing of Wireless Phase I information is received with correct format	Solacom	
10	Test Wireless Phase II information is received with correct format	Solacom	

### Training

Item	Tasks	Responsibility	
		Owner	Support
1	Schedule County resources for appropriate training	Solacom	Dane Co.
2	Present training and provide documentation	Solacom	Dane Co.

### Cutover

Item	Tasks	Responsibility	
		Owner	Support
1	Coordinate and support cutover at both centers, including the two controllers and 35 positions.	Solacom	Dane Co.

### Post “Go-Live” Support (Assumes support agreement valid)

Item	Tasks	Responsibility	
		Owner	Support
1	Warranty Support of Solacom Supplied Equipment	Solacom	
2	Provide 1 <sup>st</sup> Level On-going telephone support 24/7	Solacom	Gencomm
3	Provide 2 <sup>nd</sup> Level On-going telephone support 24/7	Solacom	
4	Provide on-site 1st level (2 hours response as per End County requirement	Solacom	Gencomm
5	Active Remote Monitoring of Solacom Equipment	Solacom	
6	On-going software upgrades	Solacom	
7	Define necessary workstation hardware required, if any, for each Solacom software upgrade	Solacom	Dane Co.
8	Provide “Cutover Coaching” – Solacom trainer remains on site post cutover for two (2) days to assist call takers/ dispatchers navigate the Guardian GUI. Trainer will act as Solacom point of contact for post cut over issues as needed.	Solacom	
9	Provide follow up refresher training 4 months post cut in the form of one day Admin training, and two user classes.	Solacom	Dane Co.

**Other post “Go-Live” Work**

Item	Tasks	Responsibility	
		Owner	Support
1	Remove old equipment, including old cabling, from both sites and dispose of.	Dane Co.	
2	Replace server and PC hardware once its no longer supported by the manufacturer.	Dane Co.	

## **Schedule B – Training Plan**

PROVIDER is responsible for providing training services for Guardian Administration, Guardian Call Tracker and Solacom System Technical Installation and Maintenance.

### **Guardian Administration Training Course**

The Guardian Administration training course provides an introduction to all features needed to administer and manage the Guardian administrative and emergency call processing software. In this course, the trainer presents an interactive demonstration of each of the Guardian Telecom features as described in the Guardian Administration Training Guide.

The course is divided into five sections: features, provisioning, layouts, administrator tools, and system tools. The course time is divided between describing the Guardian features, determining the required system configuration, and implementing the configuration including account and layout creation. To provide valuable hands-on experience, trainees enter the configuration into the customer system with the trainer's supervision. This course does not include call processing training.

#### Approach

The Guardian Administration training course is scheduled to occur prior to the Guardian Call in order for the administrators to construct the final screen layouts in preparation for training of the call takers.

#### Course Objectives

Upon successful completion of the Guardian Administration Training course, the trainee can demonstrate ability to:

- Manage system components such as user accounts and role privileges;
- Modify and configure screen layouts;
- Maintain intelligent contacts;
- Export contacts for backup purposes;
- Configure ringers for different call types;
- Record and apply auto greetings;
- Configure speed dials; and
- Use tenant status to garner real-time statistics.

#### Requirements

Location

The East District Campus back-up location at 3111 Luds Ln, McFarland, WI will be used to facilitate the training. Location must be secure during the stating and duration of the training.

#### Workstation/Seating

Requirement for five (5) Solacom Guardian workstations. It is preferred to have all workstations in the same room to allow for interaction with instructor.

### Material

Trainees will be provided with a hard and soft copy of the course training guide.

### Class Duration

Class duration is 8 hours.

## **Guardian Call Taker Training Course**

The training course provides an introduction to all features of the Guardian administrative and emergency call processing software that runs on the Guardian Intelligent Workstation. In this course, the trainer presents an interactive demonstration of each Guardian feature as described in the “Guardian Operator Training Guide”. Trainees are permitted to practice using system features in a call taking simulation environment. The last module of the course allows trainees to review specific topics and ask the trainer to demonstrate call procedures relevant to their operating environment.

### Approach

Dane County consists of 80 users that will require Guardian Call Taker training. The PROVIDER’s trainer will deliver the initial 6 classes to 30 power users. The power users will then be responsible for delivering the training course to the remaining 50 call takers. *A Dane County superuser will lead one of the first six classes with a Solacom trainer on hand to support the class.*

The PROVIDER’s Project Manager will work with Dane County and its staff to develop a training schedule and plan to accommodate the PSAP administrators and call takers’ shift schedules.

Upon successful completion of the Guardian Operator Training course, the trainee can demonstrate the ability to:

- Login to the system;
- Access and use all Guardian call processing features;
- Answer, transfer, and release calls;
- Handle TTY calls;
- Retrieve previous call recordings; and
- Create, access and use contacts and call taker notes.

### Requirements

#### Location

The East District Campus back-up location at 3111 Luds Ln, McFarland, WI will be used to facilitate the training. Location must be secure during the stating and duration of the training.

### Training Room/Configuration:

At a minimum PROVIDER will require six (6) Solacom Guardian workstations to be fully installed and operational with audio. It will be required that all workstations are in the same room, and can view and interact with Instructor.

*If possible, PROVIDER would like to have all Guardian workstations staged as they will be for final operation, including connectivity to third-party vendors, such as CAD, MAP, Radio etc.*

To make calls into the system, either a 9-1-1 test trunk (preferred) or call simulator will be required.

### Material

Trainees will be provided with a hard and soft copy of the course training guide.

### Class Duration

Class duration is 4 hours.

## **Technical Installation and Maintenance**

This course provides training on the installation, configuration, and administration of the Solacom Guardian Enhanced 9-1-1 Controller and the Guardian Intelligent Workstation (IWS).

### *Approach*

The technical training will be conducted on a suitcase system that PROVIDER will have delivered to the site. This ensures hands-on training to occur without risk or impact to the production system.

### Requirements

#### Location

The location for the Solacom training equipment must be secure during the staging and duration of the training.

#### Equipment Staging

It will be the responsibility of PROVIDER to unpack and stage the Solacom equipment in the training room prior to the start of training. This includes unboxing and setting up each of the workstations, as well as connecting to power.

#### Workstation/Seating

Desk/table for both the trainer and the participants. Power at each desk will be required.

#### White board

Whiteboard or flip chart with markers will be required.

Projector / Screen

Projector with VGA adaptor and screen will be required.

Prerequisites

Trainees must be familiar with the following:

- *9-1-1 Public Safety systems*
- *Windows OS principals*
- *Fundamental Telecom/IT experience.*

Material

Trainees will be provided with a hard and soft copy of the course training guide.

Class Duration(s)

This training is a 5-day course with class times occurring from 8:30 am – 4:30 pm.

## **Schedule C – Acceptance Testing**

All testing shall be conducted by Provider and Dane County using the Acceptance Checklist (Attachment 5). The purpose of these tests is to verify the Guardian Controller has been properly installed and configured. Test Notes and Results shall be recorded during testing on the Acceptance Checklist. Testing will be completed for the CCB servers, the EDC servers, the CCB workstations and the EDC workstations.

Due to the dependency on other systems that are not provided by Solacom, it is possible that some tests could fail and will require additional work or disposition from Dane County. Disposition of failures should be reviewed and resolved in a timely manner by the PROVIDER with input by COUNTY as needed. When a failure cannot be rectified, it shall be logged as “Failed” in the test results and noted with a comment as to the cause. Disposition of failures and their resolution shall be reviewed and resolved Solacom will correct the deficiencies within ten (10) business days, or within the period identified in the work plan, as applicable. Dane County is the sole determiner of final acceptance. Final acceptance will not be unreasonably withheld by Dane County.

If Provider is in material breach of this contract due to failure of system acceptance, then provider will be responsible for any and all consequential damages up to and including the cost of a new system.

## **Schedule D – Cutover**

This cutover plan refines the transition plan strategies and decisions required to execute the cutover to the new live 9-1-1 environment for the Dane County project. The local exchange carrier (LEC), Solacom, Dane County, and third-party vendors will need to successfully complete a number of items prior to the cut-over as per the Cutover Checklist (Attachment 6).

Following extensive testing to ensure correct call routing, ALI and voice, quality, training will occur at County East District Campus, while connected to both the City-County Building and EDC equipment. Cutover will occur mainly at the CCB, with some operations and technical staff working at the EDC.

Solacom will provide both technical and training support on-site for the cut-over. Dane County will provide key PSAP Administrative and IT staff for the cut-over preparation and execution. It is the responsibility of Dane County to ensure all 3<sup>rd</sup> Party vendors are available should issues arise on the day of the cut-over.

Cutover activities will begin with the Go Live Readiness Meeting, scheduled prior to the cutover. During this meeting, specific items from the Pre-Cutover Checklist will be reviewed for completeness. Items that have not yet met the completion criteria will be reviewed, and their potential impact to the cutover will be discussed and assessed. When there are no significant outstanding items, the teams will proceed with the cutover.



## Schedule E – Warranty and Maintenance Agreements

1. The warranty for all hardware and software provided by Solacom for this system is one year from cutover date. Terms of the warranty are governed by Attachment 1 – Limited Warranty.
2. Solacom's Hardware support policy covers all hardware purchased from Solacom except the computers (which include the monitor, keyboard board and mouse) and Servers in the system. As long as the Hardware support is current, Dane County will have no cost to repair or replace these items for five years from cutover. Any repair on the computers and servers after the end of the fifth year of the maintenance plan will be subject to the Solacom hourly rate and the cost of the hardware to repair or replace. These fees can be avoided by replacing the hardware at the end of the fifth year of the maintenance plan. If the hardware is replaced via Solacom, it can again be included in a maintenance policy.
3. All maintenance for third party hardware and software purchased from Solacom as part of this contract will be performed in accordance with the Solacom Maintenance & Support Policy – Software Support (Attachment 3) and the Solacom Maintenance and Support Policy – Hardware Support (Attachment 4).
4. Provider will issue monthly reports of all maintenance tickets including their status, time from open to closure, resolution of the ticket and County ticket satisfaction. Provider and County will meet annually in the first quarter to review performance of the maintenance contract. If performance deficiencies are found. County expects 90% satisfaction of tickets and 100% of tickets completed within the time limits specified in the Solacom Maintenance & Support Policies (Attachments 3 & 4). If tickets are not resolved to these levels on the anniversary of each maintenance year, PROVIDER shall compensate County 1% of the annual maintenance cost for each 1% below the satisfaction level.

If Provider is in material breach of this contract due to failure of provision of maintenance, then provider will be responsible for any and all consequential damages up to and including the cost of a new system.

5. Design specifications will be provided to the County upon successful cutover and when updated and at any other time design specifications are referenced during the trouble ticket process.

## Schedule F – Project Schedule

WBS	Task Name	Duration	Start	Finish	Resource Names
	<b>Dane County, WI - Solacom Guardian Project</b>	<b>118.25 days</b>	<b>Fri 6/2/17</b>	<b>Thu 11/16/17</b>	
1	<b>Contract Sign-off</b>	1 day	Fri 6/2/17	Fri 6/2/17	Dane Co. (PM)
2	<b>Project Initiation</b>	<b>13.5 days</b>	<b>Mon 6/5/17</b>	<b>Thu 6/22/17</b>	
2.1	<b>Internal Project Review Meeting</b>	<b>0.5 days</b>	<b>Mon 6/5/17</b>	<b>Mon 6/5/17</b>	
2.1.1	Contract & RFP Review	0.25 days	Mon 6/5/17	Mon 6/5/17	Solacom (PM),Solacom (Sales Eng.),Solacom (Sales),Solacom (Sys. Eng)
2.1.2	Project Design Review	0.5 days	Mon 6/5/17	Mon 6/5/17	Solacom (PM),Solacom (Sales Eng.),Solacom (Sales),Solacom (Sys. Eng)
2.2	<b>Project Kick-off Meeting</b>	<b>1 day</b>	<b>Thu 6/8/17</b>	<b>Fri 6/9/17</b>	
2.2.1	Contract & RFP Review	0.25 days	Thu 6/8/17	Thu 6/8/17	Dane Co. (PM),Solacom (PM),Solacom (Sales Eng.),Solacom (Sales),Solacom (Solution Eng.)
2.2.2	Project Scope and Objectives Review	0.5 days	Thu 6/8/17	Fri 6/9/17	Dane Co. (PM),Solacom (PM),Solacom (Sales Eng.),Solacom (Sales),Solacom (Solution Eng.)
2.2.3	Project Schedule Review	0.25 days	Fri 6/9/17	Fri 6/9/17	Dane Co. (PM),Solacom (PM),Solacom (Sales Eng.),Solacom (Sales),Solacom (Solution Eng.)
2.3	<b>Site Survey / Technical Data Gathering</b>	<b>4 days</b>	<b>Fri 6/16/17</b>	<b>Thu 6/22/17</b>	
2.3.1	Site Surveys	1 day	Fri 6/16/17	Mon 6/19/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
2.3.2	Technical Data Requirement Overview	0.5 days	Mon 6/19/17	Mon 6/19/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
2.3.3	3rd Party Equipment overview	0.25 days	Tue 6/20/17	Tue 6/20/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
2.3.4	IP Network Infrastructure Assessment	1 day	Tue 6/20/17	Wed 6/21/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
2.3.5	Call Flow Overview	1 day	Wed 6/21/17	Thu 6/22/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
2.3.6	Obtain MAP info for analysis	0.25 days	Thu 6/22/17	Thu 6/22/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
3	<b>Detailed Design Activities</b>	<b>9.5 days</b>	<b>Thu 6/22/17</b>	<b>Thu 7/6/17</b>	
3.1	Solution Configuration Document	2 days	Thu 6/22/17	Mon 6/26/17	Solacom (Solution Eng.)
3.2	Solution Rack Drawings	1 day	Mon 6/26/17	Tue 6/27/17	Solacom (Solution Eng.)
3.3	IP Network / IP Security Design	3 days	Tue 6/27/17	Fri 6/30/17	Solacom (Sys. Eng)[33%],Dane Co. (PM)[33%],Solacom (Solution Eng.)[33%]
3.4	3rd Party Equipment Interface Design	1 day	Fri 6/30/17	Mon 7/3/17	Solacom (Solution Eng.)
3.5	Call Flow / Provisioning Document	1 day	Mon 7/3/17	Wed 7/5/17	Solacom (Solution Eng.),Dane Co. (PM)[25%],Solacom (PM)[25%]
3.6	NOC and Monitoring Design	0.5 days	Wed 7/5/17	Wed 7/5/17	Solacom (Solution Eng.),Solacom (Sys. Eng)

3.7	Final Detailed Design Review	0.5 days	Thu 7/6/17	Thu 7/6/17	Solacom (Solution Eng.),Dane Co. (PM),Solacom (PM),Solacom (Sys. Eng)
3.8	<b>Detail Design Approval</b>	0.5 days	Thu 7/6/17	Thu 7/6/17	Solacom (Solution Eng.),Dane Co. (PM)
3.9	Solacom Configuration Document Complete	0 days	Thu 7/6/17	Thu 7/6/17	
<b>4</b>	<b>Solacom Data Center Hardware Procurement</b>	<b>15 days</b>	<b>Mon 6/5/17</b>	<b>Mon 6/26/17</b>	
4.1	Solacom Equipment Procurement	15 days	Mon 6/5/17	Mon 6/26/17	Solacom (Ops)
4.2	Receive customer provided equipment	0 days	Mon 6/12/17	Mon 6/12/17	
4.3	Assessment of Customer provided equipment	10 days	Mon 6/12/17	Mon 6/26/17	Solacom (Sys. Eng)
<b>5</b>	<b>Solacom Manufacturing</b>	<b>16.75 days</b>	<b>Mon 6/26/17</b>	<b>Thu 7/20/17</b>	
<b>5.1</b>	<b>Solacom Data Center Equipment Manufacturing</b>	<b>16.75 days</b>	<b>Mon 6/26/17</b>	<b>Thu 7/20/17</b>	
5.1.1	Equipment Transfer to Floor Complete	2 days	Mon 6/26/17	Wed 6/28/17	Solacom (Supply Chain)
5.1.2	Equipment Assembly at Factory	2 days	Wed 6/28/17	Fri 6/30/17	Solacom (Ops)
5.1.3	Software load & configuration	3 days	Fri 6/30/17	Thu 7/6/17	Solacom (Ops)
5.1.4	Switch/Router Configuration	2 days	Fri 7/7/17	Mon 7/10/17	Solacom (Ops)
5.1.5	Inter-Connect Testing	2 days	Tue 7/11/17	Wed 7/12/17	Solacom (Ops)
<b>5.1.6</b>	<b>Solacom Position Equipment Configuration</b>	<b>3 days</b>	<b>Thu 7/6/17</b>	<b>Tue 7/11/17</b>	
5.1.6.1	Equipment Transfer to Floor Complete	1 day	Thu 7/6/17	Fri 7/7/17	Solacom (Supply Chain)
5.1.6.2	Software load & configuration	2 days	Fri 7/7/17	Tue 7/11/17	Solacom (Ops)
5.1.7	Solacom Manufacturing Complete	0 days	Tue 7/11/17	Tue 7/11/17	
<b>5.1.10</b>	<b>Factory Acceptance Testing</b>	<b>5.25 days</b>	<b>Thu 7/13/17</b>	<b>Thu 7/20/17</b>	
5.1.10.3	Conduct Factory Acceptance Test	5 days	Thu 7/13/17	Wed 7/19/17	Solacom (Ops)
5.1.10.4	Factory Acceptance Test Review / Sign-off	0.25 days	Thu 7/20/17	Thu 7/20/17	Solacom (Ops)
<b>6</b>	<b>Shipment, Delivery and Inventory of Solacom of Equipment</b>	<b>7 days</b>	<b>Thu 7/20/17</b>	<b>Mon 7/31/17</b>	
6.1	Unrack Equipment	1 day	Thu 7/20/17	Fri 7/21/17	Solacom (Ops)
6.2	Box / Package Equipment	1 day	Fri 7/21/17	Mon 7/24/17	Solacom (Supply Chain)
6.3	Shipment of Equipment	5 days	Mon 7/24/17	Mon 7/31/17	Solacom (Supply Chain)
<b>7</b>	<b>Test Plan Development</b>	<b>10 days</b>	<b>Fri 7/7/17</b>	<b>Thu 7/20/17</b>	
7.1	Create Test Plan documents	10 days	Fri 7/7/17	Thu 7/20/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.)
7.2	Test Plan Document Review	0 days	Thu	Thu 7/20/17	Dane Co. (PM),Solacom (PM),Solacom

	/ Sign-off		7/20/17		(Solution Eng.),Solacom (Install)
<b>8</b>	<b>Cutover Planning</b>	<b>5 days</b>	<b>Fri 7/7/17</b>	<b>Thu 7/13/17</b>	
8.1	Develop Cutover Plan	5 days	Fri 7/7/17	Thu 7/13/17	
8.2	Cut Plan Document Review Plan with all Vendors / Sign-off	0 days	Thu 7/13/17	Thu 7/13/17	Dane Co. (PM),Solacom (PM),Solacom (Solution Eng.),Solacom (Install)
<b>9</b>	<b>Site Readiness</b>	<b>31 days</b>	<b>Thu 6/8/17</b>	<b>Mon 7/24/17</b>	
9.1	Building Occupancy Complete	1 day	Thu 6/8/17	Fri 6/9/17	Dane Co. (PM)
<b>9.2</b>	<b>CPE &amp; PSAP Site Preparation</b>	<b>14 days</b>	<b>Fri 6/9/17</b>	<b>Thu 6/29/17</b>	
9.2.1	Rack Location identified	2 days	Fri 6/9/17	Tue 6/13/17	Dane Co. (PM)
9.2.2	Power / Electrical / Grounding complete	2 days	Tue 6/13/17	Thu 6/15/17	Integral Building Systems
9.2.3	Cabling (Solacom-IDF, IDF-MDF, conduit) Complete	10 days	Thu 6/15/17	Thu 6/29/17	Integral Building Systems
9.2.4	PSAP Staging Location complete	0 days	Thu 6/29/17	Thu 6/29/17	
<b>9.3</b>	<b>Core Network Circuit Provisioning/Testing</b>	<b>14 days</b>	<b>Fri 6/30/17</b>	<b>Fri 7/21/17</b>	
9.3.1	Interconnection Requirements Identified	2 days	Fri 6/30/17	Wed 7/5/17	Dane Co. (IT),Solacom (Install)
9.3.2	IP Router/Switches Configuration complete	5 days	Wed 7/5/17	Wed 7/12/17	Dane Co. (IT),Solacom (Install)
9.3.3	IP Connectivity Testing complete	4 days	Wed 7/12/17	Tue 7/18/17	Dane Co. (IT),Solacom (Install)
9.3.4	VPN Circuit installed / configured	3 days	Tue 7/18/17	Fri 7/21/17	Dane Co. (IT),Solacom (Install)
9.3.5	User Acceptance Testing - Core Network	3 days	Tue 7/18/17	Fri 7/21/17	Dane Co. (IT),Solacom (Install)
9.5	IP Network ready for implementation	0 days	Fri 7/21/17	Fri 7/21/17	
9.4	Approval of Pre-Installation Site Readiness Document	1 day	Fri 7/21/17	Mon 7/24/17	Solacom (Install)
<b>10</b>	<b>Technical Training</b>	<b>5 days</b>	<b>Mon 7/24/17</b>	<b>Mon 7/31/17</b>	
10.1	Installation and Maintenance Course (Gencomm Site)	5 days	Mon 7/24/17	Mon 7/31/17	Dane Co. (IT),Solacom (Trainer)
<b>11</b>	<b>Solacom CPE Implementation Activities</b>	<b>41.5 days</b>	<b>Mon 7/31/17</b>	<b>Tue 9/26/17</b>	
11.1	Inventory Equipment	0.25 hrs	Mon 7/31/17	Mon 7/31/17	Solacom (Install)
<b>11.2</b>	<b>Solacom Data Center 1 Install - CCB (Side-A)</b>	<b>4.9 days</b>	<b>Tue 8/1/17</b>	<b>Mon 8/7/17</b>	
11.2.1	Onsite Project Meeting/Review	0.25 days	Tue 8/1/17	Tue 8/1/17	Solacom (Install)[80%],Dane Co. (IT)[80%],Dane Co. (PM)[80%],Solacom (PM)[80%],Gencomm[80%]
11.2.2	Install Solacom Cabinet	1 day	Tue 8/1/17	Wed 8/2/17	Solacom (Install)[50%],Gencomm[50%]
11.2.3	Establish Power / Grounding Connectivity	0.25 days	Wed 8/2/17	Wed 8/2/17	Solacom (Install)[50%],Integral Building Systems[50%]
11.2.4	Install Cabling to DMARC	1 day	Wed 8/2/17	Thu 8/3/17	Integral Building Systems

11.2.5	Establish IP Network Connectivity	2.4 days	Thu 8/3/17	Mon 8/7/17	Solacom (Install)[25%],Dane Co. (IT)[50%],Gencomm[25%]
11.2.6	Establish VPN Connectivity	0.5 days	Thu 8/3/17	Thu 8/3/17	Solacom (Install)[50%],Dane Co. (IT)[50%]
11.2.7	Establish TDM Network connectivity	0.5 days	Fri 8/4/17	Fri 8/4/17	Solacom (Install)[50%],Gencomm[50%]
11.2.8	Install GPS Time Server	0.5 days	Fri 8/4/17	Fri 8/4/17	Solacom (Install)[50%],Integral Building Systems[50%]
11.2.9	Establish connectivity to ALI Database	0.25 days	Fri 8/4/17	Fri 8/4/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.2.10	Establish connectivity to CAD Server	0.25 days	Fri 8/4/17	Fri 8/4/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.2.11	Establish connectivity to Recorder Server	0.67 days	Mon 8/7/17	Mon 8/7/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.3	Physical Installation Complete Review	0 days	Mon 8/7/17	Mon 8/7/17	
<b>11.4</b>	<b>Solacom Data Center 2 Install - ECB (Side-B)</b>	<b>10.05 days</b>	<b>Mon 8/7/17</b>	<b>Mon 8/21/17</b>	
11.4.1	Onsite Project Meeting/Review	0.25 days	Mon 8/7/17	Mon 8/7/17	Solacom (Install),Dane Co. (IT),Dane Co. (PM),Solacom (PM)
11.4.2	Install Solacom Cabinet	0.5 days	Mon 8/7/17	Tue 8/8/17	Solacom (Install)
11.4.3	Establish Power / Grounding Connectivity	0.25 days	Tue 8/8/17	Tue 8/8/17	Solacom (Install)[50%],Integral Building Systems[50%]
11.4.4	Install Cabling to DMARC	0.5 days	Tue 8/8/17	Wed 8/9/17	Integral Building Systems
11.4.5	Establish IP Network Connectivity	1 day	Tue 8/8/17	Wed 8/9/17	Solacom (Install)[25%],Dane Co. (IT)[75%]
11.4.6	Establish VPN Connectivity	0.5 days	Wed 8/9/17	Thu 8/10/17	Solacom (Install)[50%],Dane Co. (IT)[50%]
11.4.7	Establish TDM Network connectivity	0.75 days	Thu 8/10/17	Thu 8/10/17	Solacom (Install)[50%],Integral Building Systems[50%]
11.4.8	Install GPS Time Server	0.5 days	Thu 8/10/17	Fri 8/11/17	Solacom (Install)[50%],Integral Building Systems[50%]
11.4.9	Configure 9-1-1 Trunks	2.2 days	Fri 8/11/17	Tue 8/15/17	Solacom (Install)[70%],Gencomm[30%]
11.4.10	Configure Admin Lines	1.1 days	Tue 8/15/17	Wed 8/16/17	Solacom (Install)[70%],Gencomm[30%]
11.4.11	Establish connectivity to ALI Database	0.25 days	Wed 8/16/17	Wed 8/16/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.4.12	Configure ALI format	0.5 days	Wed 8/16/17	Thu 8/17/17	Solacom (Install)[70%],Gencomm[30%]
11.4.13	Establish connectivity to CAD Server	0.25 days	Thu 8/17/17	Thu 8/17/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.4.14	Configure CAD spill	0.5 days	Thu 8/17/17	Fri 8/18/17	Solacom (Install)[70%],Gencomm[30%]
11.4.15	Configuration of SMS Gateway	0.5 days	Fri 8/18/17	Fri 8/18/17	Solacom (Install)[70%],Gencomm[30%]
11.4.17	Configure IVR	0.5 days	Fri 8/18/17	Mon 8/21/17	Solacom (Install)[70%],Gencomm[30%]
11.4.16	Establish connectivity to Recorder Server	0.5 days	Mon 8/21/17	Mon 8/21/17	Solacom (Install)[50%],3rd Party Vendor[25%],Gencomm[25%]
11.5	Physical Installation Complete Review	0.25 days	Mon 8/21/17	Mon 8/21/17	
<b>11.6</b>	<b>PSAP Equipment Staging/Installation</b>	<b>15.54 days</b>	<b>Mon 8/21/17</b>	<b>Tue 9/12/17</b>	

<b>11.6.16</b>	<b>CCB PSAP Installation</b>	<b>7.5 days</b>	<b>Mon 8/21/17</b>	<b>Thu 8/31/17</b>	
11.6.16.1	Stage Solacom Guardian Positions in PSAP (21)	2 days	Mon 8/21/17	Wed 8/23/17	Gencomm,Solacom (Install)
11.6.16.2	Establish Ethernet Connectivity to Positions	1 day	Wed 8/23/17	Thu 8/24/17	Gencomm[67%],Solacom (Install)[67%],Dane Co. (IT)[67%]
11.6.16.3	Guardian IWS Setup and Configuration	2 days	Thu 8/24/17	Mon 8/28/17	Gencomm,Solacom (Install)
11.6.16.8	Configuration of Guardian Map	1 day	Mon 8/28/17	Tue 8/29/17	Gencomm,Solacom (Install)
11.6.16.4	Complete Configuration / Voice testing	1 day	Tue 8/29/17	Wed 8/30/17	Gencomm,Solacom (Install)
11.6.16.5	Install Status Ring Group Display Monitor	0.5 days	Wed 8/30/17	Thu 8/31/17	Gencomm,Solacom (Install)
11.6.16.6	PSAP Installation Complete	0 days	Thu 8/31/17	Thu 8/31/17	
<b>11.6.3</b>	<b>EDC PSAP Installation</b>	<b>7.5 days</b>	<b>Fri 9/1/17</b>	<b>Tue 9/12/17</b>	
11.6.3.29	Stage Solacom Guardian Positions in PSAP (14)	2 days	Fri 9/1/17	Mon 9/4/17	Gencomm,Solacom (Install)
11.6.3.30	Establish Ethernet Connectivity to Positions	1 day	Tue 9/5/17	Tue 9/5/17	Gencomm[67%],Solacom (Install)[67%],Dane Co. (IT)[67%]
11.6.3.31	Guardian IWS Setup and Configuration	2 days	Wed 9/6/17	Thu 9/7/17	Gencomm,Solacom (Install)
11.6.3.32	Configuration of Guardian Map	1 day	Fri 9/8/17	Fri 9/8/17	Gencomm,Solacom (Install)
11.6.3.33	Complete Configuration / Voice testing	1 day	Mon 9/11/17	Mon 9/11/17	Gencomm,Solacom (Install)
11.6.3.34	Install Status Ring Group Display Monitor	0.5 days	Tue 9/12/17	Tue 9/12/17	Gencomm,Solacom (Install)
11.6.3.35	PSAP Installation Complete	0 days	Tue 9/12/17	Tue 9/12/17	
<b>11.7</b>	<b>Site Acceptance Testing ( Positions)</b>	<b>10 days</b>	<b>Wed 9/13/17</b>	<b>Tue 9/26/17</b>	
<b>11.7.1</b>	<b>Solacom Vendor Testing</b>	<b>10 days</b>	<b>Wed 9/13/17</b>	<b>Tue 9/26/17</b>	
11.7.1.1	Unit Testing	3 days	Wed 9/13/17	Fri 9/15/17	Dane Co. (PM),Solacom (Install)
11.7.1.2	System Integration Testing	2 days	Mon 9/18/17	Tue 9/19/17	Dane Co. (PM),Solacom (Install)
11.7.1.3	SAT - Full System	5 days	Wed 9/20/17	Tue 9/26/17	Dane Co. (PM),Solacom (Install)
<b>11.7.2</b>	<b>Site acceptance Test Plan Complete</b>	<b>0 days</b>	<b>Tue 9/26/17</b>	<b>Tue 9/26/17</b>	
<b>12</b>	<b>Admin &amp; Call Taker Training</b>	<b>9 days</b>	<b>Wed 9/27/17</b>	<b>Mon 10/9/17</b>	
12.1	Administrative Training	1 day	Wed 9/27/17	Wed 9/27/17	Solacom (Trainer)
12.2	Call Taker Training	3 days	Thu 9/28/17	Mon 10/2/17	Solacom (Trainer)
12.2	Call Taker Training	5 days	Tue 10/3/17	Mon 10/9/17	Dane Co. (Trainer)
<b>14</b>	<b>Go Live Plan</b>	<b>1.75 days</b>	<b>Tue 10/3/17</b>	<b>Wed 10/4/17</b>	

14.1	Go Live - Cut-Plan Review	0.25 days	Tue 10/3/17	Tue 10/3/17	3rd Party Vendor,Dane Co. (IT),Dane Co. (PM),Dane Co. (Trainer),LEC,Solacom (Install),Solacom (PM),Solacom (Trainer)
14.2	Go-Live - Go/No-Go meeting	0.25 days	Tue 10/3/17	Tue 10/3/17	Dane Co. (IT),Dane Co. (PM),Solacom (Install),Solacom (PM)
<b>14.3</b>	<b>Go-Live</b>	<b>1 day</b>	<b>Tue 10/3/17</b>	<b>Wed 10/4/17</b>	3rd Party Vendor,Dane Co. (Call Takers),Dane Co. (IT),Dane Co. (PM),Dane Co. (PSAP Admin),Dane Co. (Trainer),LEC,Solacom (Install),Solacom (PM)
14.4	Cutover Review	0.5 days	Wed 10/4/17	Wed 10/4/17	Dane Co. (IT),Dane Co. (PM),Solacom (Install),Solacom (PM)
14.5	<b>Hand-off to Customer Services</b>	0 days	Wed 10/4/17	Wed 10/4/17	Solacom (PM)
<b>16</b>	<b>Acceptance Period</b>	<b>11 days</b>	<b>Wed 11/1/17</b>	<b>Thu 11/16/17</b>	
16.1	System Soak	11 days	Wed 11/1/17	Thu 11/16/17	
16.2	<b>Final Acceptance</b>	<b>0 days</b>	<b>Thu 11/16/17</b>	<b>Thu 11/16/17</b>	Dane Co. (PM),Solacom (PM)

## Schedule G – Project Costs and Payment Terms

<b>Dane County Solution</b>	<b>Price</b>
<b>Solution</b>	
Solacom Provided Hardware (PC's, Servers, Line interfaces, Switches Routers)	\$ 259,049.05
Solacom Provided Software	\$ 341,358.63
Solacom Provided Services (installation, training, managed services)	\$ 157,768.28
5 Year Support (up-front payment)	\$ 495,881.75
Discount	\$ (114,659.41)
<b>Total</b>	<b>\$ 1,139,398.30</b>

- A. In consideration of the work to be performed and the equipment to be furnished, PROVIDER will invoice COUNTY the total amount (equipment & Installation per Attachment A) as follows:
- a. 20% Upon contract signing;
  - b. 20% Upon delivery to COUNTY of all hardware and software;
  - c. 40% Upon cutover
  - d. 20% Upon final acceptance.
- B. All amounts invoiced are due 30 days from invoice date. The provision of Products and Services to the County is subject to payment of invoiced amounts when due. This requirement is subject to County's normal business practices.  
 Payments owing under this Agreement shall be made by check payable to:  
 SOLACOM Technologies Inc.  
 Attention: Accounts Receivable  
 84 Jean-Proulx Street  
 Gatineau, Quebec, Canada, J8Z 1W1
- C. Shipments shall be F.O.B. Madison, Wisconsin. Dane County location.
- D. By addendum, Dane County can enter into warranties with Solacom for years 6-10 at the rates provided in Appendix A – Itemized Quotation and Equipment List.



## Attachment 1 - Limited Warranty:

### a. Definitions:

"Customer" — means the end-user customer;

"Date of Cutover" — means the date that Dane County has signed off that all 35 positions are operating to take and make live calls.

"System" — means a system manufactured by Solacom in accordance with the Customer's specified requirements included in a purchase order or contract document.

### b. Warranty Obligations — Hardware

Solacom warrants that the hardware components of the System shall be free from defects in material, workmanship and title for one (1) year from Date of Cutover.

Under Solacom's warranty, Solacom shall correct the failure at its option (i) by repairing the defective or damaged part or parts thereof, or (ii) by making available at Solacom's factory any necessary repaired or replacement parts. Any repaired or replacement part furnished hereunder shall be warranted for the remainder of the warranty period of the System in which it is installed. Solacom's warranty applies only to the repair or replacement of faulty or non-conforming material; labor to remove and replace such faulty material shall be provided at Solacom's expense.

Solacom's obligation set forth shall apply only to failures to meet the above warranties (except as to title) conditional upon the Customer giving notice to Solacom within thirty (30) days of such occurrence and upon the Customer returning the defective hardware. Notice shall be given to Solacom by contacting the Technical Support Centre.

Solacom's obligations shall not apply to warranted hardware which (i) has been modified or otherwise altered, (ii) is normally consumed in operation, (iii) has a normal life inherently shorter than the warranty period, or (iv) is not properly stored, installed, used, maintained or repaired, or, (v) has been subjected to any kind of misuse or detrimental exposure, or has been involved in an accident.

### c. Warranty Obligations — Software

Solacom warrants that the software included with the System shall be free from defects in material, workmanship and title for 1 year from Date of Cutover of the System. Further information on the software warranty is included in the End User License Agreements provided with the System. With respect to software components of the System not developed but provided by Solacom, the warranty obligations will be 1 year.

d. General Provision - Warranty

The preceding paragraphs set forth the exclusive remedies for claims (except as to title) based upon defects in or nonconformity of the equipment of the System, whether the claim is in contract, warranty, tort (including negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate. The foregoing warranties are exclusive and in lieu of other warranties, whether oral, written, expressed, implied or statutory. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. IN NO EVENT SHALL SOLACOM BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES. Solacom does not warrant that the Customer's operations will be uninterrupted or error free.

**Attachment 2 - END USER LICENSE AGREEMENT**  
**SOFTWARE LICENSE AGREEMENT FOR LICENSEE**

This Agreement is made between Solacom Technologies Inc. (Licensor), and County of Dane, Wisconsin (Licensee). Licensor and the Licensee hereby agree as follows. Subject to all terms and restrictions hereinafter set forth, Licensor, Inc. hereby, grants to the Licensee the nonexclusive, nontransferable, use of each software product ("Software") furnished by Licensor or by a Licensor Authorized Distributor in consideration of the payment of the agreed purchase price for Software.

This license agreement shall apply to all software, firmware, end user documentation, manuals, technical information, source code, source materials, data, intellectual, industrial or technical property, know-how, suggestions, recommendations, specifications or any and all information owned, controlled, entitled, possessed, issued, designed, delivered, organized, assembled, bundled up or emanated by, to or from Licensor.

1. **RIGHT TO USE:** Licensee shall install and use the Software only. Title and ownership of the Software shall at all times remain with Licensor. This right to use is not transferable. No part of the Software furnished to the Licensee may be copied in machine-readable form for delivery to any third party.
2. **CONFIDENTIALITY:** Licensee agrees that the Software shall be treated as the exclusive property of Licensor and as proprietary to and a trade secret of Licensor. Licensee will not decipher or otherwise attempt to ascertain the contents of the Software. Licensee will not make any copies of the Software without the prior written consent of Licensor, except as necessary to administer and maintain the system, and any such copies made by Licensee are deemed to be the property of Licensor.
3. **NONDISCLOSURE:** Licensee will hold the Software in confidence for the benefit of Licensor; will prevent the disclosure or communication to third parties of the Software and all information, data and expertise pertaining to the design and operation of the Software. Licensee will disclose the Software only to its employees or others authorized by Licensee to administer and maintain the system that have a need to know for purpose consistent with the uses authorized under this license. Licensee shall be responsible to insure that its employees and others so authorized agree and are committed to abide by the provisions of this license.
4. **MODIFICATION:** Licensee shall not make any additions, deletions or other modifications to the Software except as specifically instructed by Licensor.
5. **TERMINATION:** This license shall automatically terminate at such time as Licensee discontinues use of the Software. Licensor may terminate this license by written notice to Licensee if Licensee breaches or defaults in any of its obligations under this license. In the event of any breach or default of this license by Licensee, Licensor shall be entitled to injunctive relief against any proscribed use or disclosure of the Software in addition to any other remedies provided by law and Licensee agrees to indemnify Licensor for any loss or damage resulting from any such breach or default.
6. **RETURN:** Upon termination of this license, Licensee will promptly deliver to Licensor the Software, all copies thereof, and all information pertaining to its design and operation or at Licensor's election, destroy such items and deliver to Licensor certification of their destruction.

**7. OWNERSHIP OF FUTURE SOFTWARE:** All Software written by Licensor even if written at the request of Licensee or to Licensee specifications or designed by Licensee, is the sole property of Licensor. The design, specification and payment for Software entitle Licensee to only a single site use of the Software on one computer. The copyright and title to any and all intellectual property interest in all Software furnished by Licensor, Inc. shall be and remain with Licensor, Inc.

**8. LIMITATION OF LIABILITY:** IN ADDITION TO THE DISCLAIMER OF LIABILITY EXPRESSED ELSEWHERE IN THESE TERMS AND CONDITIONS, LICENSOR SHALL NOT HAVE ANY LIABILITY OTHER THAN TO REPLACE OR REPAIR SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF ITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, TO BREACH OF CONTRACT, BREACH OR WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. BOTH PARTIES UNDERSTAND AND AGREE THAT THE REMEDIES, EXCLUSIONS AND LIMITATIONS HEREIN ALLOCATE THE RISKS OF PRODUCT AND SERVICE NONCONFORMITY BETWEEN THE PARTIES AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND/OR OTHER APPLICABLE LAWS.

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REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, LICENSEE FURTHER AGREES THAT NEITHER LICENSOR NOR ITS LICENSORS SHALL BE LIABLE TO LICENSEE OR ANY OTHER PERSON OR ENTITY FOR DAMAGES IN THE FORM OF CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, LOST PROFITS, LOST SAVINGS, LOS OF GOODWILL OR OTHERWISE, OR FOR EXEMPLARY DAMAGES, RESULTING FROM LICENSEE'S USE OR INABILITY TO USE THE SOFTWARE OR FORM ANY SUPPORT SERVICE RENDERED WITH RESPECT THERETO, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THE WARRANTIES IN THIS AGREEMENT ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ARE THE SOLE WARRANTIES MADE BY LICENSOR WITH RESPECT TO THE SOFTWARE. LICENSOR SHALL HAVE NO LIABILITY FOR CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES.

## **Attachment 3 - Solacom Maintenance and Support Policy Software Support**

### **1** Introduction

The following paragraphs present Solacom's description of Level 1 and Level 2 software support obligations.

#### **1.1** *Definitions*

**"Business Hours"** are defined from Monday through Friday, 8h30-17h00 EST excluding Statutory Holidays.

**"Customer"** is defined as the Solacom authorized reseller or end user, if applicable, based on the contractual relationship to Solacom.

#### **1.2** *Customer Obligations*

During the term or any renewal of the software maintenance the following maintenance and support obligations are required to enable Solacom to properly provide the support activities identified in 1.3.1 herein. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open ticket and/or during maintenance in which Solacom has been invited to provide and not as an ongoing view into the regular day-to-day operation of said systems:

The Customer shall provide Solacom with a complete network topology, including access points, log in information, trouble logs and reports and contact information, user ID/passwords for Solacom VPN access, firewall access or other related access information as required in order to facilitate troubleshooting and fault identification, diagnosis and/or correction. This may also include but not limited to the Customer service and maintenance logs, service schedules and/or third party activities, maintenance logs and/or modifications, etc.

The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism.

- (a) The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system as defined in this agreement, this activity will be treated as outlined in 1.3.1.

#### **1.3** *Solacom's Obligations to provide Support Services for Software as Level 1 (Tier 1) and Level 2 (Tier 2)*

##### **1.3.1** General

###### **1.3.1.1** Level 1 (Tier 1)

Solacom shall provide first level support and have certified personnel to assist Solacom's second level (Tier 2) support team to gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism if such a fault is being reported, and where possible to perform the required preventive and/or corrective activity to bring the system up and online;

### **1.3.1.2** Level 2 (Tier 2) - Customer Technical Service (“CTS”)

Solacom is responsible for providing support services to the Customer via phone or e-mail on a 24-hour per day, 7 day a week basis as Level 1 and Level 2 support. Solacom support personnel shall verify and confirm performance failures and isolate causes after initial troubleshooting has been performed by the Solacom technician. Level 2 support is triggered when Level 1 support) fails to pinpoint the failure. The associated incident data is then analyzed to prescribe, validate and implement problem resolution. Level 2 support may also include service disruption interim recovery activities to allow the development of permanent solutions.

#### ***1.4 Incident Management and Escalation***

#### **1-888-Solacom (1-888-765-2266) or 1-819-205-8100\***

\*Note: Please follow voice prompts to relevant technical support (Press 1).

#### ***1.5 Exclusions***

Please note that the following services are not included in the current agreement and are considered chargeable services and can be purchased separately.

##### **1.5.1 Systems/Professional Services**

Systems/Professional Services for software/hardware re-configuration, new feature implementation, consultation on features and/or functions, relocation of equipment.

##### **1.5.2 Fault Isolation Assistance**

Assistance in the isolation of faults related to inter-operability that resides in third party equipment not supplied by Solacom is not a normally supported activity; and assistance must therefore be explicitly requested by Customer prior to the provision of said service by Solacom. If the fault is not with any hardware or software provided by Solacom under this agreement, Solacom may charge for this service. This does not apply to third party equipment supplied by Solacom as part of the system design.

## **2** Software Support:

Software support provides for software and firmware updates and upgrade for the new releases on product manufactured by Solacom if and when available. Although all software fixes may not apply to a specific Customer, release notes will be made available on the Solacom Web Portal at [www.solacom.com](http://www.solacom.com). Software fixes and upgrades will be made available to customer upon availability. These fixes and upgrades must be requested during the term of the software support agreement of the Customer.

### ***2.1 Software Features***

New software releases can include new features and will be offered at no additional cost within the current platform. It is important to note that some of the new software features can have an activation fee and/or a licensing fee.

### ***2.2 Third Party Software***

Third party software such as the Operating System or any other Third Party applications not developed or provided by Solacom are not covered by the Solacom software maintenance and support program. This exclusion provision does not apply to the Capture911 MIS and Instant Recall Recorder Software which is included as part

of this agreement under the Guardian position support and is covered by Software Support and Maintenance.

To implement new software releases developed by Solacom, Third Party Software may also be required to be purchased or updated; this is the responsibility of the Customer. As required, a quote for this new software will be provided by Solacom.

### **2.3 Hardware Required for New Software Release**

To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

### **2.4 Installation of New Software**

Installation of new software will be done remotely. If necessary, Solacom may have a technician on-site to assist with the upgrade.

## **3 Service Level**

The agreed service level offered by Solacom to the Customer shall be subject to the provisions outlined in the following paragraphs.

### **3.1 Fault**

Shall mean any reproducible defect or direct failure of the system or system components to perform in accordance with the the design specifications .

### **3.2 Urgency Levels and Speed of Response**

The situations targeted for these definitions are various operating circumstances where the Customer needs assistance beyond the normal provision of operating manual and initial operator and system administrator training.

Often such a situation will require Solacom to engage its resources in order to provide a quick resolution and a reasonably complete solution to a given incident.

### **3.3 Urgency Level 5 (Critical)**

**Definition:** The entire system, or an entire subsystem, is unusable (prevents use of capability). There is no work-around, and the fault has an immediate adverse impact on the commercial operation of a system. There are immediate safety impacts. A single point of failure has occurred in the software or there is a fault that affects both the proper performance of both the primary and the redundant back-up of a system.

**Response Time:** Initial response is under ½ hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component, in which case, Solacom will be responsible for providing a replacement. If a catastrophic (hardware or software) fault is found with the equipment/system, this correction will be addressed immediately. Solacom will provide a correction for software or hardware (Replacement, Replace, or Recall) as required restoring the system to a functional state. **Solacom will use best effort to incorporate the permanent fix within 3 months or one product release of the incident date.**

### 3.4 Urgency Level 4 (High)

**Definition:** A failure resulting in an unacceptable workload or safety impact (restricts use of a capability), and there is no currently known workaround. This category of failure or defect causes or may cause occasional service interruptions. The system operation can be recovered by a manual intervention. There is a high risk of reoccurrence but no immediate safety and/or financial impact. Major system features or functions are affected. A redundant component failure has occurred in the software or the related hardware and a significant portion of the system is affected but the system is still operational.

**Response Time:** Initial response under one hour (any time of day). Problem will be addressed 24 hours/day until the system is restored to a functional and mutually agreeable state pending a permanent fix. This may include the isolation and identification of a failed hardware component. The Customer will be responsible for providing a replacement from their spares pool of equipment. **Solacom will use best effort to incorporate the permanent fix within 6 months or 2 product releases of the incident date.**

### 3.5 Urgency Level 3 (Medium)

**Definition:** The failure restricts use of a capability and there is an acceptable workaround (acceptable means that the workaround comprises a reasonable set of actions to be taken where the restriction of the capability no longer results in an unacceptable workload or safety impact). Non-critical function affected, or critical function is affected but a workaround is identified. A redundant part of the hardware or software has failed and the system is still operating completely, however, without backup.

**Response Time:** This level of severity will be addressed during business hours. A maintenance software release may result, or a hardware bulletin to address this issue. Any new features the Customer may request will be addressed individually outside of this agreement. **Solacom will use best effort to incorporate the permanent fix within 9 months or 3 product releases of the incident date.**

### 3.6 Urgency Level 2 (Low)

**Definition:** The failure results in an acceptable workload or safety impact (prevents or restricts use of a non-essential capability and can be handled procedurally). The problem results in a minor nuisance. This level may also include new functionality or product enhancement, but is not service affecting or have any safety or financial impact.

**Response Time:** This level of severity will be addressed during business hours. A technical bulletin may result. Any activity on this issue will be addressed at Solacom's discretion. Any new features the Customer may request will be addressed individually outside of this agreement. **Solacom will use best effort to incorporate the permanent fix within 12 months or 4 product releases of the incident date.**



#### 4 Customer Caused Damage/Failure/Tampering/Accident/

In the event that the Customer calls Solacom for an agreed service level element and the root cause is determined to be (1) a modification or other alteration, (2) improper storage, installation, usage, maintenance or repair or (3) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident, the item is not covered under this agreement.

#### 5 Obsolescence

So long as Customer remains current with annual maintenance and support services, Solacom will make current Solacom software releases available to Customer during the Term. However, if Customer fails to make payment for annual maintenance and support then any activity related to a software component of a Customer owned system that becomes outdated, obsolete and/or is no longer supported by Solacom will be chargeable at the rates outlined in this Agreement or at Solacom's standard rates at the time of the incident. In some instances, the product may no longer be repairable due test setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will provide technical assistance for a product life cycle of a minimum of 10 years following cutover. Solacom will advise its Customer 365 days in advance of any pending obsolescence or end of life of any system or Third-Party product.

## **Attachment 4 -Solacom Maintenance and Support Policy**

### **Hardware Support**

Solacom's description of its hardware support obligations is outlined below.

#### **A. Definitions**

“**RMA**” is defined as a Repair Material Authorization which is provided by Solacom to the customer when a line replaceable unit which is module or component of the Solacom system needs to be repaired or returned to Solacom.

“**Business Hours**” are defined from Monday through Friday, 8h30-17h00 ET excluding Statutory Holidays

“**Customer**” is defined as the Solacom end user based on the contractual relationship.

“**CTS**” is defined as Solacom's Customer Technical Service.

#### **Customer's Obligations**

During the term or any renewal of this Agreement, the Customer shall have the following maintenance and support obligations to enable Solacom to properly provide support activities identified. Any information provided by the Customer hereunder will be required in order to support the activity of an active/open incident ticket or RMA and/or during maintenance:

- a) The Customer shall provide Solacom with a complete network topology, including access points, log in information, trouble logs and reports and contact information, user ID/passwords for Solacom VPN access, firewall access or other related access information as required in order to facilitate troubleshooting and fault identification, diagnosis and/or correction. This may also include but not limited to the Customer service and maintenance logs, service schedules and/or third party activities, maintenance logs and/or modifications, etc.
- b) The Customer shall maintain an inventory of recommended spare parts purchased with the system..
- c) The Customer shall provide Solacom with information and assistance reasonably required by Solacom to detect, verify, replicate and validate a fault to the system and/or a failure mechanism;
- e) The Customer shall provide access to people and equipment to isolate third party equipment from the fault being investigated. If the fault is traced to equipment not part of the Solacom system as defined in this agreement, this activity will be treated as outlined in Section C.

- g) With regard to repairs, Solacom is responsible for the costs of shipping the faulty units back to and will pay for the cost of shipping the repaired or replacement unit back to the Customer's site.

## **B. Solacom's Obligations to Provide Support Services for Hardware**

### **1. General:**

- 1.1 Solacom shall provide Level 1 support and have certified personnel to assist Solacom's second level support team to gather the required information to qualify and verify that an actual fault exists, or capture the details of the non-performance to be performed and attempt to reproduce the fault in order to characterize and isolate the failure mechanism if such a fault is being reported, and where possible to perform the required preventive and/or corrective activity to bring the system up and online
- 1.2 The Hardware Warranty Support program covers Solacom-manufactured and/or supplied hardware such as VOIP card, T1 cards, SS7 Gateway, Chassis, Serial to IP devices, Damocles, Gateways and Monitors.
- 1.3 The warranty support program is in effect 12 months post cut live.
- 1.4 The Servers, Computer, Keyboard and Mouse are covered the Solacom warranty program. Maximum coverage is limited to 5 years.
- 1.5 **Repair – In Factory**  
Solacom provides service to repair a system or system component returned to the factory. This service comprises of the diagnostic testing, troubleshooting and repair labour to return unit to full working condition, or identify it as Beyond Economical Repair (BER) as appropriate.

### **2. Module Repair Service**

- 2.1 Defective hardware components will be repaired through Solacom Repair service department. A Return Material Authorization (RMA) number will be opened to ensure proper tracking of module to repair.
- 2.2 Repaired components are warranted for the remaining of the warranty or ninety (90) days from the date of return of the component to the customer, whichever occurs first. Solacom may decide to replace any components or modules if this is the best course to repair the defective module.
- 2.3 RMA Turn-around-time is **24 hours**. This time is measured from the date the CTS ticket is logged at the factory and the date advanced replacement equipment is shipped from the factory.

### **3. Exclusions**

3.1 Hardware support excludes any act of god, Products that are not properly stored, installed, used, maintained or repaired, or Products that have been subject to misuse, unauthorized modification, and detrimental exposure or involved in an accident. A repair fee will be invoiced to the customer.

3.2 To implement a new software release with additional functionality desired by the Customer, new hardware may also be required; this is the responsibility of the Customer. As required, a quote for this new hardware will be provided.

### **4. Shipping**

4.1 If for any reason, the customer would like a more rapid repair services, additional charges may apply.

### **5. Advance Hardware Replacement**

5.1 The Hardware Support program does not include advance replacement. Solacom will ship an advance replacement module if for any defective hardware providing the customer is on an active support contract. The module will be shipped within 1-2 business days. The defective module must be returned to Solacom within 30 days. An invoice for the amount due will accompany the replacement module and if the module is not returned within the 30 days, the amount will be payable within 60 days of the date of the invoice.

5.2 Modules sent for repair may be replaced if judged appropriate by Solacom. Customer will be informed of this decision.

### **6. Third Party Hardware**

Third Party Hardware not manufactured but supplied by Solacom will follow the same RMA process however, the RMA Turn-around-time will not apply as Third Party Manufacturers are involved and have different processes.

### **7. Customer Caused Damage/Failure/Tampering/Accident**

In the event that the Customer calls Solacom for an agreed service level element and the root cause is determined to be (1) a modification or other alteration, (2) normal consumption, (3) improper storage, installation, usage, maintenance or repair or (4) equipment that has been subjected to any kind of misuse or detrimental exposure or has been involved in an accident the item is not covered under this agreement.

## 8. **Obsolescence**

In some instances, the product may no longer be repairable due test setup and/or product knowledge. In such instances, the product will be deemed non-repairable. Solacom will make every attempt to provide technical assistance for a product life cycle of at least 10 years following delivery. Solacom will advise its Customer 365 days in advance of any pending end of life of any system.

## Attachment 5 - Acceptance Testing Checklist

### Site Information

System Name	<b>Dane County Public Safety Communication</b>
<b>Solacom Contract No.</b>	
System Part No.	
Customer	<b>Dane County, WI</b>
Value Added Reseller	<b>Direct</b>
Site Address	CCB 210 MARTIN LUTHER KING JR BLVD MADISON, WI 53703-3345 EDC 3111 Luds Ln, McFarland, WI 53558
Site Manager Name	Rich McVicar
Site Manager Phone Number	608-283-2911
Site Manager Cell Phone Number	(608) 444-0911
Site Manager Email Address	mcvicar@countyofdane.com

**Test System Configuration**

9-1-1 System and Computer Telephony Interface (CTI) capabilities.

The system is equipped with the quantities of lines and stations (operator consoles) shown below.

<b>Lines/Trunks</b>	<b>Quantity</b>	<b>Station Type</b>	<b>Quantity</b>
E9-1-1 Trunks		CTI (Integrated Work Station) - Guardian	35
Admin Lines			
<b>TOTAL LINES/TRUNKS</b>		<b>TOTAL STATIONS</b>	<b>35</b>

The system is equipped with the following optional equipment or features:

<b>Station Accessories</b>	<b>Quantity</b>	<b>Station Options</b>	<b>Quantity</b>
PAC	35	Guardian Map Software	35
Handset Jackbox(es)	35		
TDD Feature	System		
IRR Feature	35		
Outbound SMS	2		
GPS Time Server	2		

**Schedule of Events**

<b>Event</b>	<b>Date</b>
Install Begin	
Testing Begin	
Testing Complete	



## **Equipment and Software Version**

### **Equipment, Software Version**

Latest Software Release Installed:

### **Test Requirements**

#### **Functional Checklist**

The functional test checklist is included in this section. Each item will be tested based on the availability of test circuits and interfaces. Detailed instructions for each task can be found in the Guardian Intelligent Workstation User Guide and Solacom ESP Administration Reference.

#### **Requirements Codes**

The following codes will be used to indicate pass, fail, or not applicable for each application module feature. The designated code for each requested feature is listed in the “**Test Code**” column.

When the **TF** or **RTF** code is used, the Tester must also insert an explanation of the planned correction action in the **Comments** column.

TP	Test Passed
TF	Test Failed
RTP	Retest Passed
RTF	Retest Failed
NA	This feature is not applicable in Customer systems

## Power and Connectivity Requirements

### Power Connections

Test Case #	Test Description	Test Code	Comments
1.	Use the power connections diagram to verify that all pre-installed power connections are still firmly plugged in. <u>Check the power connection on the back of the IQ Shelf. Make sure they are fully seated.</u>		
	Verify that power connections of all elements of the system are safely connected and that there is no risk of a connection being accidentally disconnected.		
	Verify that all elements of the solution are powered on.		
	Verify 2 separately protected outlets are being used on the main rack.		

### Admin, App, Proxy, VOIP, Net Clock, ALI and Ethernet Configurations and Provisioning

Test Case #	Test Description	Test Code	Comments
1.	Has the UPS been tested after installation?		
	Verify that the Central Equipment is connected to the building ground. Test this ground with voltmeter (should be close to 0 Volts or current building ground voltage) and measure resistance (close to 0 Ohms.)		
	Use Ethernet connection diagram to verify that all pre-installed Ethernet connections are plugged in their correct port.		
	Verify Configuration manual reflects any changes that were done during installation and testing.		

Test Case #	Test Description	Test Code	Comments
	Using Net Time make sure the Admin server is pointed to a NTP or external source. Make sure all other servers and workstations are pointed to the Admin server. If no time source is available please note in the comments.		
	Make sure there are no spaces in the ALI names in the ALI Manager		
	Make sure an ampersand is not used in ALI names if XML LUA script is used.		

**Remote Access**

Test Case #	Description	Test Code	Comments
1.	Verify that you have the proper external IP addressing and connectivity to the Internet from the Admin Server. Enter access information in the "Comments" box.		
	Have a member of the customer support team login to the system and verify that they are able to connect to the devices of the Guardian solution.		
	If a Manta Probe is used make sure the Admin servers default gateway is set correctly.		

## Functional Requirements

Requirements code from the list above should be entered as each functional test is performed.

Test Case #	Description	Test Code	Comments
1.	<p><b>Log In</b></p> <ol style="list-style-type: none"> <li>1. Verify the Guardian is not in the workstation startup menu.</li> <li>2. Have all Users and Roles been verified?</li> <li>3. Confirm you can successfully log in to all workstations with all Users Names and Roles that will be used in the system.</li> <li>4. Verify audio on all positions has been calibrated per factory specs. Note if handsets or headsets are being used.</li> <li>5. If the ASUS Xonar PCI card is used on a PAC I it should be set to -10dbm. If the ASUS Xonar PCI Express card is used it should be set for -28dbm. These settings are based on using a handset. They may need to be adjusted if a headset is used based on the sensitivity of the device.</li> </ol>		
2.	<p><b>Site Information</b></p> <ol style="list-style-type: none"> <li>1. Have all contacts been entered and verified?</li> <li>2. Have all Fixed Transfers been entered and verified?</li> <li>3. Are all 911 trunks and Admin lines labeled correctly?</li> <li>4. Have all layouts been verified?</li> <li>5. Can you access the help menu?</li> <li>6. Check for proper operation of the redundant system, i.e. database replication using Connection Status in IQ Admin.</li> </ol>		

Test Case #	Description	Test Code	Comments
	<ul style="list-style-type: none"> <li>7. Verify Proxies are displayed correctly.</li> <li>8. Verify all services are connected or activated on both Side A and B.</li> <li>9. Verify "Else" is set for "255 – Send onhook"</li> </ul>		
3.	<p><b>ALI Tools</b></p> <ul style="list-style-type: none"> <li>1. Manual ALI Lookup: <ul style="list-style-type: none"> <li>a. Press the Manual ALI button – a manual ALI dialog box opens.</li> <li>b. Enter the phone number to query and press the Query button.</li> <li>c. The ALI database is re-queried with the new number and updated information is displayed.</li> <li>d. Verify ALI is displayed correctly in the CPE result.</li> </ul> </li> </ul>		
7.	<p><b>Incoming and Outgoing Admin Call</b></p> <ul style="list-style-type: none"> <li>1. Verify incoming test call with each Admin line.</li> <li>2. Did the call route correctly?</li> <li>3. Verify and note if current disconnect is used and if it is working properly. <b><i>You should be able to make a call and hang up the far end and see the call clear the screen. If not there may need to be an adjustment on the MG.</i></b></li> <li>4. Verify Outgoing call.</li> <li>5. If multiple gateways are used for Outgoing calls verify if they are working correctly by placing multiple calls.</li> <li>6. Verify all lines.</li> </ul>		

Test Case #	Description	Test Code	Comments
	7. Verify audio quality.		
8.	<b>Partial ANI - No ANI</b> <ol style="list-style-type: none"> <li>1. Create partial ANI test call using the butt-set.</li> <li>2. Answer call. Verify 2-way audio.</li> <li>3. Release call.</li> <li>4. Create total ANI failure test call using the butt-set.</li> <li>5. Answer call. Verify 2-way audio.</li> <li>6. Release call.</li> <li>7. Verify good audio on all lines.</li> </ol>		
9.	<b>Wireline 911 Call</b> <ol style="list-style-type: none"> <li>1. Verify 911 calls on all trunks.</li> <li>2. Did ANI and ALI display properly?</li> <li>3. Verify all fixed transfers?</li> <li>4. Was the audio good?</li> <li>5. Did Callback work correctly?</li> </ol>		
10.	<b>Wireless Phase I and Phase II Call (10 and 20 digits)</b> <ol style="list-style-type: none"> <li>1. Verify 911 calls on all trunks.</li> <li>2. Did ANI and ALI display properly?</li> <li>3. Note if calls are being presented with a COS of WRLS, WPH1 and/or WPH2.</li> <li>4. If WRLS can you go to WPH2 by using the "Refresh" button on the Guardian?</li> <li>5. If Auto-Rebid is being used note settings and verify?</li> <li>6. Did Callback work correctly?</li> <li>7. Verify on all trunks.</li> <li>8. Verify audio quality.</li> </ol>		
11.	<b>Multiple Call Testing</b>		

Test Case #	Description	Test Code	Comments
	<ol style="list-style-type: none"> <li>1. Verify you can place and receive multiple calls at one time.</li> </ol>		
12.	<p><b>Conference Calls</b></p> <ol style="list-style-type: none"> <li>1. Place a conference call using and 911 trunk and Admin line.</li> <li>2. Place a conference call by using two Admin lines. <b><i>Does the conference release correctly?</i></b></li> <li>3. If applicable create a conference using a Centrex line.</li> <li>4. Verify all audio quality.</li> </ol>		
13.	<p><b>TDD</b> The system must support Telecommunication Relay Centers for speaking / hearing-challenged 911 callers.</p> <ol style="list-style-type: none"> <li>1. Place Test Call originating from a TDD device: <ol style="list-style-type: none"> <li>a. Verify receipt of TDD message from originating device.</li> <li>b. Send canned TDD message.</li> <li>c. Verify originating device received message.</li> </ol> </li> <li>2. Initiate TDD Call: <ol style="list-style-type: none"> <li>a. Send TDD message.</li> <li>b. Verify called device received message.</li> <li>c. Switch call between VCO and HCO.</li> </ol> </li> </ol> <p>Verify call can is switched.</p>		
14.	<p><b>Abandon Call Feature</b></p> <ol style="list-style-type: none"> <li>1. Place 9-1-1 call and abandon call before it is</li> </ol>		

Test Case #	Description	Test Code	Comments
	<p>answered.</p> <ol style="list-style-type: none"> <li>2. Verify call continues to be presented to all active positions.</li> <li>3. If an Abandon Call Ring Group is used verify that the abandon call went into the ring group.</li> <li>4. Answer call. Verify that Caller Status is set to Abandoned in the NG9-1-1 Info window.</li> <li>5. Verify ANI ALI was received.</li> <li>6. Verify ALI spill was sent to CAD.</li> <li>7. Return call by selecting the Call Back button.</li> </ol>		
15.	<p><b>IP Phone – Receiving Call</b></p> <p>The system includes IP phones that are fully integrated to the ANI/ALI Controller. The system phones shall be capable of accessing a pool of dedicated access lines which are shared with the Guardian positions and have features such as Call Hold and Transfer available on buttons.</p> <ol style="list-style-type: none"> <li>1. Dial an IP Phone from a Guardian position from the Place Call window.</li> <li>2. Answer call. Perform call functions.</li> <li>3. Release call.</li> <li>4. Dial an IP Phone from another IP Phone.</li> <li>5. Repeat steps 2 and 3</li> <li>6. If applicable place an outside call and answer from a phone.</li> <li>7. Verify audio quality.</li> </ol>		
16.	<p><b>IP Phone – Making Call</b></p> <ol style="list-style-type: none"> <li>1. Make an outgoing call to an external number from the IP Phone.</li> <li>2. Answer call.</li> </ol>		



Test Case #	Description	Test Code	Comments
	<ol style="list-style-type: none"> <li>3. Press More → Transfer on IP Phone; dial the number to be transferred to; press Transfer again.</li> <li>4. Verify audio between external and transferred numbers.</li> <li>5. Release call.</li> <li>6. Make an outgoing call to an external number from the IP Phone.</li> <li>7. Answer call.</li> <li>8. Press Conf; dial the number to be conferenced; press Conf again.</li> <li>9. Verify audio between all parties.</li> <li>1. Release call.</li> </ol>		
17.	<p><b>IP Phone – Backup</b></p> <ol style="list-style-type: none"> <li>1. Make a 9-1-1 test call.</li> <li>2. Do not answer the call from a position.</li> <li>3. Verify that call is re-routed to all IP Phones after XX seconds. This could vary depending on customer preferences.</li> <li>4. Answer call. Release call.</li> <li>5. Repeat steps 1 to 4 until all 9-1-1 trunks have been tested.</li> <li>6. Make a 9-1-1 wireless test call.</li> <li>7. Do not answer the call from a position.</li> <li>8. Verify that call is re-routed to all IP Phones after XX seconds. See step 3</li> <li>9. Answer call. Release call.</li> <li>10. Repeat steps 6 to 9 until all wireless 9-1-1 trunks have been tested.</li> <li>11. Make a 9-1-1 VoIP test call.</li> <li>12. Do not answer the call from a position.</li> </ol>		

Test Case #	Description	Test Code	Comments
	13. Verify that call is re-routed to all IP Phones after XX seconds. See step 3. 14. Answer call. Release call. 15. Repeat steps 11 to 14 to test all VoIP 9-1-1 trunks.		
18.	<b>IP Phone – Fail Over – Admin and/or 911</b> <b>Note: EG, MG's and PBX need to be programmed for this feature to work.</b> <ol style="list-style-type: none"> <li>1. Fail both Proxy A and B so a call cannot process.</li> <li>2. Make a 9-1-1 test call.</li> <li>3. Call should not be presented to workstations.</li> <li>4. Call should be presented to IP phones in the ACD that was programmed into the PBX.</li> <li>5. Answer call. Check for good audio.</li> <li>6. If 911 trunks ANI (but no ALI) should be displayed.</li> <li>7. Repeat steps 1 to 6 until all 9-1-1 trunks and/or Admin Lines have been tested.</li> </ol>		
19.	<b>Instant Recall Recorder</b> <ol style="list-style-type: none"> <li>1. Press the IRR button.</li> </ol> Use the recording playback window to retrieve and play a portion of a recording. If list of recordings is not displayed, click the Select Date button and pick a date to see the list of recordings for that date.		
20.	<b>Master Logging Recorder Interface</b> <ol style="list-style-type: none"> <li>1. Verify Master Recorder is able to record and replay previous 9-1-1 and Admin calls.</li> </ol> If the logger is recording SIP verify that all end points are working and entity being recorded		

Test Case #	Description	Test Code	Comments
	matches the labeling on the recorder.		
21.	<p><b>MIS</b></p> <ol style="list-style-type: none"> <li>1. Verify Radius is configured correctly and running.</li> <li>2. Has the customer data, i.e. user and line names been entered in the Management Portal?</li> <li>3. Has the ALI feed in the ALI Manager been configured? Verify TCP connection in the CDR feeder.</li> <li>4. Has the ALI information been parsed?</li> <li>5. Is the data displaying correctly in the test report.</li> </ol>		
22.	<p><b>CAD System Interface</b></p> <ol style="list-style-type: none"> <li>1. Place 9-1-1 test call: <ol style="list-style-type: none"> <li>a. Verify ALI with position number that answered call is spilled.</li> </ol> </li> <li>2. Place 9-1-1 wireless test call: <ol style="list-style-type: none"> <li>a. Verify ALI with position number is spilled.</li> <li>b. Verify new ALI is spilled with updated Phase II information.</li> </ol> </li> <li>3. Option CAD port to provide heartbeat and hang-up message: <ol style="list-style-type: none"> <li>a. Verify HB and hang-up message is sent.</li> </ol> </li> <li>8. Verify system recognizes a NK or an absence of an ACK.</li> </ol>		
23.	8.		

Test Case #	Description	Test Code	Comments
24.	<p><b>Alarms</b>  The system's administration server should monitor all elements of the system and collect alarms and status information. The alarm/incident information is pushed via SNMP traps and / or contact closures to individuals or monitoring systems which reside locally or exist remotely. If the system has purchased remote monitoring make sure configuration has been completed by the support team.</p> <ol style="list-style-type: none"> <li>1. Create system alarms. Verify alarms are displayed in IQAdmin and sent via SNMP.</li> </ol>		
25.	<p><b>Failover Test:</b>  This is to test the node failover from node "A" to node "B" and prove that calls are processed when node "A" is down.</p> <ol style="list-style-type: none"> <li>1. Verify Connection Status of the VSOS, IQscript, Liberty Server and Proxies and make sure they are showing connected and normal. Also verify A→B and B→A are showing normal.</li> <li>2. Remove power from Node A by opening both circuit breakers.</li> <li>3. Verify that the Guardian position failover to Server B.</li> <li>4. Place a call into Node B and verify the call presents correctly.</li> <li>5. Power on Node A</li> <li>6. Verify that it is back up and synced with Node B.</li> <li>7. Using IQAdmin put the Guardian positions</li> </ol>		

Test Case #	Description	Test Code	Comments
26.	<p>back on Node A. Verify the Guardian is showing "Server OK".</p> <p>8. Place a call to Node A and verify call processing has returned to normal.</p> <p>This test will verify correct operation of the Stratus servers. A side app processor failover, within the A side Stratus</p> <p><b>- System State</b></p> <ol style="list-style-type: none"> <li>1. In IQadmin connection status info window (i button), proxy tab, ensure all proxies are in normal, good state.</li> <li>2. If proxies are in failed state, verify that both App servers are good and channels are in service. Select GOTO Primary command, refresh and ensure everything is in good state.</li> <li>3. In upgrade assistant window, section "Connect Operator Positions To", select "Primary Liberty Server Duplex" and click "Connect To" button.</li> <li>4. Verify positions are logged in redundant (primary server OK, bold. Secondary server OK, not bold). If it is not the case, logout and login redundant.</li> <li>5. On the A-side cabinet, locate the Status servers: <ul style="list-style-type: none"> <li>• Find both "safe to pull" LED on the FTserver, one LED per slice (beside the red circle below)</li> <li>• During run time both LED should be Solid Green (note that blinking Green state is not ready for redundancy testing)</li> </ul> </li> </ol>		

Test Case #	Description	Test Code	Comments
27.	<ul style="list-style-type: none"> <li>• The primary server has its “primary” LED green beside the safe to pull LED (bottom one in the screen capture below).</li> </ul> <p><b>- Test</b></p> <ol style="list-style-type: none"> <li>1 Place test call and answer on position 1.</li> <li>2 Power down the primary slice (the one with “Safe to Pull” and “primary” LEDs green) by pulling its power cord. The other living slice will now have its LED blinking green, do not touch a blinking green slice.</li> <li>3 Verify the call is kept on position 1.</li> <li>4 To complete the test, release the call.</li> </ol>		
28.	<p><b>- Restore system</b></p> <ol style="list-style-type: none"> <li>1. In upgrade assistant window, select Proxy GOTO Side B command.</li> <li>2. In upgrade assistant window, section “Connect Operator Positions To”, select “Liberty Server B (force Simplex)” and click “Connect To” button. Verify that the proxies have changed status in the connection status info window (i button).</li> <li>3. In physical view gracefully disable all spans on the A side</li> <li>4. Do a refresh on the view, wait until there are no more calls on A side</li> <li>5. Put the slice back online, its LED will be solid green.</li> </ol>		

Test Case #	Description	Test Code	Comments
	<p>6. Wait for both slices to have solid green (don't execute any other failure test). This can take 10 minutes.</p> <p>7. In IQadmin connection status info window, verify database replication status. If failed, refresh. If still failed, follow instruction on the screen</p> <p>8. In physical view, enable all spans on the A side.</p> <p>9. Do a refresh view, wait for spans to be enabled (green) (refresh view every 30 seconds; should not take more than 2 minutes).</p> <p>10. In upgrade assistant window, select "Proxy GOTO" " Primary" command.</p> <p>11. In upgrade assistant window, section "Connect Operator Positions To", select "Primary LibertyServer Duplex" and click "Connect To" button.</p> <p>12. In status info window. Refresh and ensure everything is in good state.</p> <p>13. Verify positions are logged in redundant (primary server OK, bold. Secondary server OK, not bold).</p>		

**Site Acceptance Test Summary**

We hereby certify that the present document is complete (no missing page) and that all test procedures have been executed and passed as per associated expected results or that all tests have been executed and some deviations were observed.

	All tests were executed and passed.
	All test were executed, however there was the following deviations:

**Dane County Test Representative**

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**Solacom Test Representative**

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	



## Attachment 6 – Cutover Checklist

### Pre-Cutover Tasks (Prerequisites)

Precutover tasks are outlined below. Each incomplete item will be evaluated to determine its potential impact to the system cutover. That evaluation will be made jointly between Solacom and Dane County.

Task Description	Owner	Completed (✓)
Hardware location and networking is reviewed and established	Solacom/Dane Co.	
Solacom Installation of Equipment Room	Solacom	
Remote Access to Solacom equipment installed and tested	Solacom	
Confirm that NetClock Antenna Cable, LED is installed and verify connection to CAD Server.	Solacom/Dane Co.	
9-1-1 Trunks and ALI Circuits Installed and Tested	Solacom	
Back-up of all Critical Data	Solacom	
CAD connectivity Identified and Tested	Solacom/Dane Co.	
3rd Party Vendors notified of upcoming cutover	Dane Co.	
Solacom Acceptance Test Plan completed and signed	Solacom/Dane Co.	
Advise affected Stakeholder Agencies (PD, FD, EMS, & EMA) of cutover date and plan.	Solacom/Dane Co.	
Solacom Call Taker and Administrative Training Completed	Solacom/Dane Co.	
Travel arrangements have been completed and staff confirmed	Solacom/Dane Co.	
Final Cut-over Plan reviewed and agreed upon by all parties	Solacom/Dane Co.	

### **Processes**

The order of progression of the cutover will occur as outlined below.

Task Description	Owner	Completed (✓)
Solacom and Dane Co. staff arrives onsite Date/Time TBD	Solacom	
Final System Check to ensure no alarms or critical events occurred on system.	Solacom	
Verify workstations are logged in with correct “user” credentials	Solacom/Dane Co.	
Login to Guardian Application	Dane Co.	
Test 9-1-1 calls to new Trunks to confirm Audio, Call Routing & ALI	Dane Co.	
Migrate 9-1-1 CAMA to Solacom Guardian Perform test calls on each trunk, confirm ALI	Solacom/Dane Co.	
Migrate Admin Lines to Solacom Guardian	Solacom	

Confirm CAD / MAP spill on workstations	Solacom/Dane Co.	
Verify Solacom Remote Access and verify it is a Static IP Address	Solacom	
Monitor operations	Solacom/Dane Co.	

**Post-Cutover**

The following tasks will be completed post-cutover.

<b>Task Description</b>	<b>Owner</b>	<b>Completed (✓)</b>
Send Cutover Notification	Solacom	
Monitor operations	Solacom/Dane Co.	
Document any issues on the punch list	Solacom/Dane Co.	
Verify Backups	Solacom	
Finalize Solacom SAT (if required)	Solacom/Dane Co.	
Assist Dane County staff in familiarization of new system functions	Solacom	
Solacom Support to connect remotely to verify accessibility to server and workstations.	Solacom	
Update Solacom Configuration Manual with changes (if required)	Solacom	
Ensure connection information for support is documented in and shared with Solacom Customer Support	Solacom	

**Dane County Test Representative**

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**Solacom Test Representative**

<b>Name:</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	