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PROPOSAL

Newport-Mesa Unified School District

VOX Managed Services & SPOK Support (7/1/2021-6/30/2022)

VERSION

1

QUOTE #

32573.6

DATE PREPARED

4/23/2021

PREPARED FOR

Todd Warren
Senior Network Technician

PREPARED BY

Nicole Lau
(650) 989-1027
nlau@voxns.com



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April 23, 2021

Todd Warren, Senior Network Technician
Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

Dear Todd,

Thank you for giving VOX Network Solutions the opportunity to provide the following proposal to support your existing legacy Avaya system. We are uniquely qualified to support your system while we help the District transition to the cloud.

We recognize that all organizations have a unique set of challenges and priorities, especially when it comes to their communications. VOX Network Solutions has been designing, installing and maintaining Avaya systems for many years. As an **Avaya Diamond Partner**, we have many years of successful collaborating with all levels of management. Many of the VOX employees have years of experience with AVAYA and a large number of the associates our team have worked for AVAYA in our past lives giving VOX an extra advantage into “getting things done” and being an excellent customer advocate.

As you look to move to the cloud, most of these deployments are phased, here is where we bring our expertise. VOX will support a dual vendor environment while users migrate to the cloud. It is important to offer a “bridge” between both platforms to ensure internal and external communications continue and there are no gaps of service. We have proposed a flexible contract where we will support the District’s existing Nortel system as we move users to the cloud. We will offer cloud migration credits and support the District’s dual environment during this phased migration.

We have also included one-year support for your existing SPOK E9111 and SPOK Eclipse Call Accounting. SPOK allows for cancellation notification 60 days prior to end of term date vs mid-term cancellation. Per SPOK’s terms and conditions, maintenance and support fees are non-refundable.

About VOX

Our company was founded in 2006. At that time, our core competencies included telecommunication systems, call center solutions, and the servicing and support for these enterprise systems. Through talent acquisition, continuous improvement, and adapting to client’s needs, VOX has evolved to become a leading managed and cloud services provider with six integrated core practices:



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We have grown organically and continuously expanded our services while changes within the communication landscape have shifted. The key to adapting over the past 15+ years has been to continuously listen, assess our customer’s needs and stay abreast of the ever-changing digital landscape. VOX has always understood that it sometimes takes an ecosystem of manufacturer partners to address and solve our customer’s complex issues.

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We use a prescriptive process to understand our customer's vision, purpose and strategy and then align it with the correct technology.

VOX has invested in our own Executive Briefing Center and Customer Lab equipped with the leading cloud technologies. Utilized by our Engineers and clients alike, our labs are a fantastic way to troubleshoot issues and test integration scenarios to ensure our customer's success in advance of deployment activities. Most recently, VOX was recognized as **Avaya's 2020 Overall Partner of the Year** for the second consecutive year due to driving innovation in Cloud and delivering highest levels of customer satisfaction!

At the heart of VOX are people and community. VOX encourages everyone in the company to give back and VOX donates in tangible ways including "free" PTO days for volunteer work. By creating committed partnerships, engaging in our communities and empowering individuals to have a stake in the process, we create opportunities for prosperity that positively affects people, businesses, and the world.

Thank you again for your consideration; we will work tirelessly to earn and keep your business.

Warmest Regards,

Nicole Lau

Nicole Lau
Senior Account Executive



2020
Overall Partner of the Year
United States

EXECUTIVE SUMMARY

The reality of managing complex communication infrastructures today often means doing more with less. That doesn't mean however, that organizations can afford to allow their communications applications and infrastructure to become out of date or run inefficiently. Reliability and flexibility in supporting the needs of your business demands require a more and more robust IT infrastructure which will often test or even exceed budgetary capacity available to meet them. Managed Services from VOX Network Solutions keep critical communications solutions running efficiently while allowing Newport-Mesa Unified School District resources to focus on strategic areas within their organization.

Managed services are quickly becoming the preferred alternative to internally managing a labor-intensive array of communications software and infrastructure. Maximizing performance, availability, and cost efficiency benefits your organization in very tangible ways. Managed services from VOX provide the following benefits:

- Reduce capital expenditures and know in advance exactly what the operation expense of supporting your environment will be each month
- Mitigate risk and leverage your communications investment through proactive support and optimization
- Lower Total Cost of Ownership by improving operational efficiency
- Redirect your high value resources to critical strategic business functions
- Reduce service disruptions and increase uptime

The following solution description provides a summary for the support elements being proposed which augment your standard VOX ("Break/Fix") Maintenance.

VOX NETWORK SOLUTIONS MANAGED SERVICES (VMS):

Newport-Mesa Unified School District
2985 Bear Street
Costa Mesa, CA 92626

Avaya CS1K, Release 7, Version 4021
Avaya PBX Serial # 318847435
Term Dates: 7/1/2021 - 6/30/2022*

***VOX will offer cloud migration credits and support the District's dual environment during their phased migration to the cloud.**

Supported Components:

- Avaya PBX, includes all PBX server and gateway components within PBX chassis or cabinets, CSU's connected to PBX T1/PRI Circuits
- Call Pilot Voice Mail
- Avaya Aura Contact Center (AACC)
- Phone Terminal replacement is not included but can be purchased as an add-on.

The following deliverables are bundled into this VMS custom offering for Newport-Mesa Unified School District .All support offerings are provided only for VOX supported (Avaya) products contained within this contract and include:

- 24x7 Remote Support
- Incident/outage Management
- Next business day parts replacement
- 24x7 System monitoring via Alarmtraq
- Onsite dispatch
- NO Avaya PASS (manufacturer support) has been included.

Existing SPOK Products:

- VOX Network Services has included 12 months of support for NMUSD's existing SPOK E9111 and SPOK EclipseCall Accounting.
- SPOK allows for cancellation notification 60 days prior to end of term date vs mid-term cancellation.
- Maintenance and support fees are non-refundable.

VOX Network Solutions' Master Agreement & Schedule A can be found in this document starting on page 10.

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NMUSD Locations Covered:

	Site	Address	
1	District	2985 Bear Street	Costa Mesa, CA 92626
2	Adams ES	2850 Club House Road	Costa Mesa, CA 92626
3	Anderson ES	1900 Port Seabourne	Newport Beach, CA 92660
4	Back Bay	390 Monte Vista Drive	Costa Mesa, CA 92627
5	California ES	3232 California Street	Costa Mesa, CA 92626
6	College Park PS/ES	2380 Notre Dame Road	Costa Mesa, CA 92626
7	CDM MS/HS	2101 Eastbluff Drive	Newport Beach, CA 92660
8	Costa Mesa MS/HS	2650 Fairview Road	Costa Mesa, CA 92626
9	Davis Magnet PS/ES	1050 Arlington Drive	Costa Mesa, CA 92626
10	Early College HS	2900 Mesa Verde Drive	Costa Mesa, CA 92626
11	East Bluff ES	2627 Vista Del Oro	Newport Beach, CA 92660
12	Ensign IS	2000 Cliff Drive	Newport Beach, CA 92663
13	Estancia HS	2323 Placentia Ave	Costa Mesa, CA 92627
14	Harbor View PS/ES	900 Goldenrod Ave	Corona del Mar, CA 92625
15	Harper	425 East 18th Street	Costa Mesa, CA 92627
16	Kaiser ES	2130 Santa Ana Ave	Costa Mesa, CA 92627
17	KillyBrooke PS/ES	3155 Killybrooke	Costa Mesa, CA 92626
18	Lincoln ES	3101 Pacific View Drive	Corona del Mar, CA 92625
19	Lindbergh	220 23rd Street	Costa Mesa, CA 92627
20	Mariners ES	2100 Mariners Drive	Newport Beach, CA 92660
21	Newport Coast PS/ES	6655 Ridge Park Road	Newport Coast, CA 92657
22	Newport ES	1327 W. Balboa Blvd	Newport Beach, CA 92660
23	Newport Harbor HS	600 Irvine Avenue	Newport Beach, CA 92663
24	Newport Heights ES	300 E. 15th Street	Newport Beach, CA 92663
25	Paularino PS/ES	1060 Paularino	Costa Mesa, CA 92626
26	Pomona PS/ES	2051 Pomona Avenue	Costa Mesa, CA 92627
27	REA PS/ES	661 Hamilton Avenue	Costa Mesa, CA 92627
	BESST Center (Adult Education)	2045 Meyer Place	Costa Mesa, CA 92627
28	Sonora PS/ES	966 Sonora Road	Costa Mesa, CA 92626
29	TeWinkle MS	3224 California Street	Costa Mesa, CA 92626
30	Victoria ES	1025 Victoria Street	Costa Mesa, CA 92627
31	Whittier PS/ES	1800 Whittier Avenue	Costa Mesa, CA 92627
32	Wilson PS/ES	801 W. Wilson Street	Costa Mesa, CA 92627
33	Woodland ES	2025 Garden Lane	Costa Mesa, CA 92627

General Assumptions

Deliverables under the VMS contract are mutually exclusive with any project specific implementation Statement of Work or existing VOX Maintenance Contract terms:

- Newport-Mesa Unified School District at their discretion may elect to include or exclude core telephony sites from this support contract, but all remotegateway locations added to or existing behind a core site under VMS support must be included with this contract.

Customer Responsibilities

- Provide a Single Point of Contact resource as a peer to the VOX TAM for escalation and delivery alignment and onboarding
- Provide all required deliverables outlined in the VMS support summary document including 3rd party vendor details, DID masterlists, site contacts and escalation details.
- Participate the VMS initial onboarding and onboarding of future sites
- Participate in the development of governance documents including Change Management procedures, Configuration Databasedocumentation and lifecycle communication documentation.
- Participate in ongoing Ticket Management and Account Management review sessions
- Provide translation resources as needed when VOX is interfacing directly with non-English speaking users
- Support the ongoing needs of remote access to all supported systems via dedicated VPN and/or the deployment of the VOX DAPserver for remote monitoring and alarming

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VOX Managed Services & SPOK Maintenance



Prepared by:

VOX Network Solutions

Nicole Lau
(650) 989-1027
nlau@voxns.com

Prepared for:

Newport-Mesa Unified School District

Information Technology
2985 Bear St, Bldg C
Costa Mesa, CA 92626-4300
Todd Warren
(714) 424-7510
twarren@nmusd.us

Quote Information:

Quote #: 032573

Version: 1
Delivery Date: 04/23/2021
Expiration Date: 06/25/2021

VOX MANAGED SERVICES ANNUAL SUPPORT: 1 YEAR TERM 7/1/2021 Through 6/30/2022

Description	Recurring	Qty	Ext. Recurring
VX-VMT-SP9100-UC VOX Managed Services UC & CC	\$2,863.75	12	\$34,365.00
Monthly Subtotal:			\$34,365.00

SPOK ANNUAL MAINTENANCE: 1 YEAR TERM

Description	Recurring	Qty	Ext. Recurring
RM-X130-2003 Renewal maintenance for Enterprise Alert Base	\$7,263.26	1	\$7,263.26
RM-X130-2015 Renewal maintenance for PS/ALI Interface	\$2,793.56	1	\$2,793.56
RM-X130-2013 Renewal maintenance for Entp Alert Notification	\$2,933.24	1	\$2,933.24
RM-K-2AB-RJ8 Renewal maintenance for BY PASS BOX W/ WATCHDOG TIMER	\$104.33	1	\$104.33
RM-K-2AB-RJ8 Renewal maintenance for BY PASS BOX W/ WATCHDOG TIMER	\$84.60	1	\$84.60
RM-KIT-AI-LOGIX- DUAL-PRI-PCIE Renewal maintenance for AI-LOGIX DUAL SPAN T1/E1 PCIE CARD	\$971.21	1	\$971.21
RM-LDA 809 B Renewal maintenance for K-AUDIOCODES LD809EH;8PT; WITH AMP CBL AND S66 BLOCK	\$209.90	1	\$209.90
RM-X145-2607 Renewal maintenance for Eclipse Desktop 5000	\$3,847.76	1	\$3,847.76
RM-X145-2619 Renewal maintenance for Ecl Entp Web Rpt SW-Enterprise	\$1,539.10	1	\$1,539.10
Yearly Subtotal:			\$19,746.96

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SUMMARY

Description	Recurring
VOX MANAGED SERVICES ANNUAL SUPPORT: 1 YEAR TERM 7/1/2021 Through 6/30/2022	\$34,365.00
SPOK ANNUAL MAINTENANCE: 1 YEAR TERM	\$19,746.96

Yearly
Contract
Total:

\$54,111.96

AGREEMENT TERMS (MASTER SALES AGREEMENT)

VOX Maintenance Services Schedule B

Customer agrees to purchase and VOX Network Solutions, Inc. (VOX) agrees to provide maintenance services ("Services") according to the terms of this Services Schedule. The terms governing the purchase and sale of the Services are contained in this Services Schedule and the Master Sales Agreement.

In the absence of a bona fide written agreement between the parties, this Service Agreement shall be governed by the VOX Master Sales Agreement Terms and Conditions at: <http://www.voxns.com/msa/>. Customer's signature below acknowledges that signatory is duly authorized to accept this Service Agreement. Acceptance by VOX is evidenced by an authorized signature.

1. Definitions

As used in this Agreement, the following terms shall have the definitions as follows:

- Time and Material Services. Any work performed on systems not covered by a VOX Maintenance Agreement is subject to the prevailing labor rates for time and material work.
- Response Time. Initial response will be engagement via phone or email with a VOX engineer or remotely accessing the system for initial troubleshooting.

Support requests are prioritized upon receipt as follows:

Priority 1: Response SLO: 1 hour 24X7

The Supported Product is totally out of service with no acceptable work around resulting in a loss of service affecting all users at a single site.

Priority 2: Response SLO: 2 hours 24X7

The Supported Product is operating with reduced functionality causing significant impact to the Customer's business operations, or the loss of service impacting more than twenty-five percent (25%) of all users at a single site. Product alarms identified as major alarms by Remote Monitoring platform.

Priority 3: Response SLO: 4 Business Hours

The Supported Product is operating with reduced functionality causing little or no impact to the customers' business operations, or the loss of service to less than twenty-five (25%) of all users at a single site. Product alarms identified as minor alarms by Remote Monitoring platform.

Priority 4: Response SLO: End of next business day

Informational Only requests or Moves, Adds, Changes (MAC) orders scheduled.

2. Requirement of Manufacturer Support Contract

Access to manufacturer escalation support and access to patches and software for the covered systems is contingent upon purchase and maintenance of a Manufacturer Support Contract. **If no manufacturer support exists, VOX support will be best effort for escalations or issues that require software patching or upgrades.**

3. Scope of Maintenance Services

- Remedial Service. VOX will perform remedial maintenance services for covered equipment upon request by the customer in order to restore malfunctioning component parts to proper working order.
- Personnel. Maintenance or service work is to be performed by VOX authorized personnel only.
- Support Hours. Unless otherwise agreed to, Customer remote NOC support shall be available 24 hours per day, 7 days a week for all Priority 1 and Priority 2 coded support tickets. For all Priority 3 repair and Priority 4 MAC requests, Customer support will be available from 8:00 A.M. to 5:00 P.M., customer site local time, Monday through Friday, excluding holidays as designated by VOX.
- Alarm Monitoring. VOX will proactively monitor the covered systems 24 hours per day; 7 days a week via premises-based customer provided monitoring device (modem or server, based on system type).
 - a. If requested VOX will include the pricing for the monitoring device on the attached quote.
 - b. VOX will remotely monitor the PBX and adjunct applications resident in the manufacturer's core telephony stack – excluding 3rd party applications with coverage sold through and managed by VOX.
- Technician dispatch and Part replacement. VOX will coordinate dispatch of support personnel to support troubleshooting and the delivery and replacement of any covered part found to be defective based on the service hours quoted.
- Subcontracting. VOX may subcontract any or all of the work to be performed by and under the terms and conditions of this Agreement. VOX will be responsible for the work of such subcontractors.
- Access. VOX shall have, at all reasonable times, full and unrestricted access to the Premises for the purposes of performing the Maintenance Services, installing additional equipment and/or repairing the equipment covered by this Agreement.
- Toll Fraud Disclaimer. VOX makes no representation or warranty that the equipment is technically immune from or prevents fraudulent intrusions into and/or unauthorized use of the System (including any interconnection or a long distance network). Customer assumes the risk of any and all fraudulent use of the System, and agrees to pay for all charges incurred as a result thereof. VOX will not be liable for any loss, cost, expense, or damages for calls made through use of the equipment.

4. Maintenance Services Not Included

Maintenance service does not include any services necessitated by, or of the types described in any of the following:

- Active system issues present at time of maintenance contract start date.
 - a. Prior to contract start date, VOX will perform remote and/or onsite system audits to validate the health and integrity of the systems being placed under coverage including the system environment.
 - b. Significant issues that may interfere with the supportability of the systems under coverage found existing during this audit will be documented and communicated to customer with quote for resolution on a Time and Materials basis if feasible.

c. Should customer elect not to remediate these issues via VOX or other means, VOX reserves the right to deny support coverage that is related to these unresolved issues.

- While maintenance support includes performing service pack updates or patching to resolve a known issue present in the customersystem, if this work drives the update of dependent application(s) for interoperability, VOX reserves the right to bill for updates of these adjunct applications.
- Customer provided hardware failures or issues: If VOX is required to perform support activities to restore or reload a supported application due to customer provide physical or virtual server failure, VOX reserves the right to bill for such activity on a Time and Materials basis.
- Labor and material costs for configuration or programming changes, the addition of equipment or relocation of same. This activity is considered Move, Add, and Change activity (MAC) and can be provided at our then current Time and Material rates, or pre-paid under Block of Hours purchase, or included as optional Managed Services contract additions.
- Battery back-up systems or uninterruptible power supply systems (UPS), Operating supplies, accessories, paper, electrical work external to the system.
- Labor and material costs for components that do not affect the normal operation of the system (i.e. Cabinets, racks, shelves, etc.).
- The negligent, intentional, or willful acts of customer or third parties.
- Any act external to the system that causes, directly or indirectly, a system failure, either immediately or later, or other malfunction including without any limitation, failures of trunk or toll lines from local dial tone providers or long distance carriers, other equipment connected to the system, or abnormal environmental conditions, power failures or fluctuations, (for example power fluctuations caused by power surge or lightning), flooding, water damage, and any other equipment damage associated with Acts of God.
- When equipment is deemed unsupportable by the manufacturer, or it is deemed not serviceable due to lack of replacement part availability. Any acts or events which may adversely affect the performance of the system, occasioned by acts of Customer, or any third party.

5. Customer Responsibilities

Customer agrees to perform in a timely manner, at Customer's sole expense, the following responsibilities in support of VOX Services under this Agreement:

- Unless requested to be provided by VOX and included on VOX maintenance quote, customer to provide physical or virtual server to support VOX remote monitoring platform ("Remote Intelligent Gateway" or "RIG") per provided specifications at core location.
 - a. For legacy systems supported by modem, VOX or customer to provide based on maintenance quote.
 - b. If deploying on customer provided virtual environment, VOX strongly recommends the RIG server to be deployed on a separate physical host from those hosting applications being monitored to ensure survivability of the monitoring server if there is a failure of the main telephony host.
- VOX persistent remote access to the environment is required under this contract and provided via the VOX RIG server or legacy modem described above. If customer declines to deploy the RIG or modem for remote monitoring, persistent remote access via VPN or other means must be provided for VOX to support the systems under maintenance.
- Provide access to Customer's premises and a suitable work area for VOX service personnel.
- Appoint an administrator (the "Contact") knowledgeable in Customer operational requirements as a point of contact to VOX and with authority to act on Customer's behalf in matters relating to this agreement, including the issuance of purchase orders.

- Provide the proper environment, electrical and telecommunications connections as specified by the system's manufacturer(s).
- Maintain back-up files and discs for all relevant software comprising a portion of or being related to the system.
- Not relocate or modify any portion of the system or its components, or allow anyone access to the internal components and software without written permission from VOX.

6. Term

The term of this Services Schedule continues, except as may otherwise be provided for in this Services Schedule, for one (1) year. Thereafter, this Service Schedule shall automatically renew for successive one (1) year terms at VOX's current rate at time of renewal of the Services Schedule, unless thirty (30) days prior to the anniversary of the Start Date either party notifies, in writing, of its intention not to renew this Agreement.

Start date for this contract is dependent upon the following elements:

- Signature and execution date of this services schedule.
- Receipt of payment per terms below.
- Completion of required onboarding activities including but not limited to system audits and remote access, as required.
- The start date for VOX provided support is estimated to be a minimum of 2 weeks from the execution date of this contract, will be mutually discussed with VOX and Customer as part of the onboarding process, and VOX will furnish Customer with a Contract Activation notice confirming the start date governing this contract as part of the onboarding process.
- Activation of Manufacturer support being procured under this contract, if applicable, is subject to the lead times of the Manufacturer specific policies and procedures.

7. Cancellation of Support

Customer may cancel the VOX support portion at any time, with or without cause, provided a 30-day written advanced notice is provided to VOX by an authorized signatory. The cancellation of Manufacturer Support Agreements will follow the manufacturers' cancellation policy in effect during the term of this agreement.

- Current policy terms from the manufacturer are available from VOX upon request.
- Avaya manufacturer support agreements are subject to Avaya's cancellation policies terms that can be found at: <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20179209390387056>

8. VOX Maintenance Plan Selection

BEST EFFORT coverage includes:

- VOX remote monitoring and remediation with escalation to manufacturer support as needed
- Parts and dispatch for hardware replacement and onsite troubleshooting
- Coverage includes all PBX server and gateways components within PBX chassis or cabinets, CSU's connected to PBX T-1/PRI Circuits, Voice Mail and Adjunct Applications if applicable and listed

Terminal replacement is not included but can be purchased as an add-on

PAYMENT TERMS

VOX Maintenance Terms

Maintenance and Managed Services charges shall be due and payable ANNUALLY IN ADVANCE.

Coverage does not commence or continue until VOX has received payment. Changes in Equipment or Scope of Service will result in a change in price, to be mutually agreed to by signed addendum (Contract Change Notice).

Customer's signature acknowledges that signatory is duly authorized to accept this Service Agreement. Acceptance by VOX is evidenced by an authorized signature. In the absence of a bona fide written agreement between the parties, this Service Agreement shall be governed by the VOX Master Sales Agreement Terms and Conditions at: <http://www.voxns.com/msa/> **Customer's signature acknowledges that signatory is duly authorized to accept this Service Agreement.** Acceptance by VOX is evidenced by an authorized signature.

Additional Terms

TAX and Shipping/Handling will be added at time of invoice: not included in this quote.

VOX Network Solutions, Inc. PROPRIETARY AND CONFIDENTIAL. All information contained herein is confidential and the proprietary information of VOX Network Solutions, Inc. Disclosure of any information contained herein to any other party is strictly prohibited.