



We have prepared a quote for you

Verticomm Voice (32) - 5-22-2024

Quote # 012646
Version 1

Prepared for:

Department of Social Services - Walsenburg

Heather Wellman
heather.wellman@state.co.us

Wednesday, May 22, 2024

Department of Social Services - Walsenburg
Heather Wellman
121 W 6TH ST
Walsenburg, CO 81089
heather.wellman@state.co.us

Dear Heather,

Thank you for considering Verticomm as a partner for your business technology needs. At Verticomm, we are committed to continuously providing your business with the resources necessary to keep your company efficient and productive in today's competitive business climate.

Verticomm's experience with managed services, cloud services, voice solutions, and business technologies will allow us to design a customized solution for your company. Custom IT solutions greatly enhance your ability to collaborate, communicate, and run your business with greater efficiency.

Understanding and managing technology is what we do best. We save our clients the headache of solely managing their technology. In turn, they are more ROI-focused and able to better serve their customers. We look forward to putting our commitment and expertise to work for you soon.



Dillon Richards
Business Technology Consultant
Verticomm

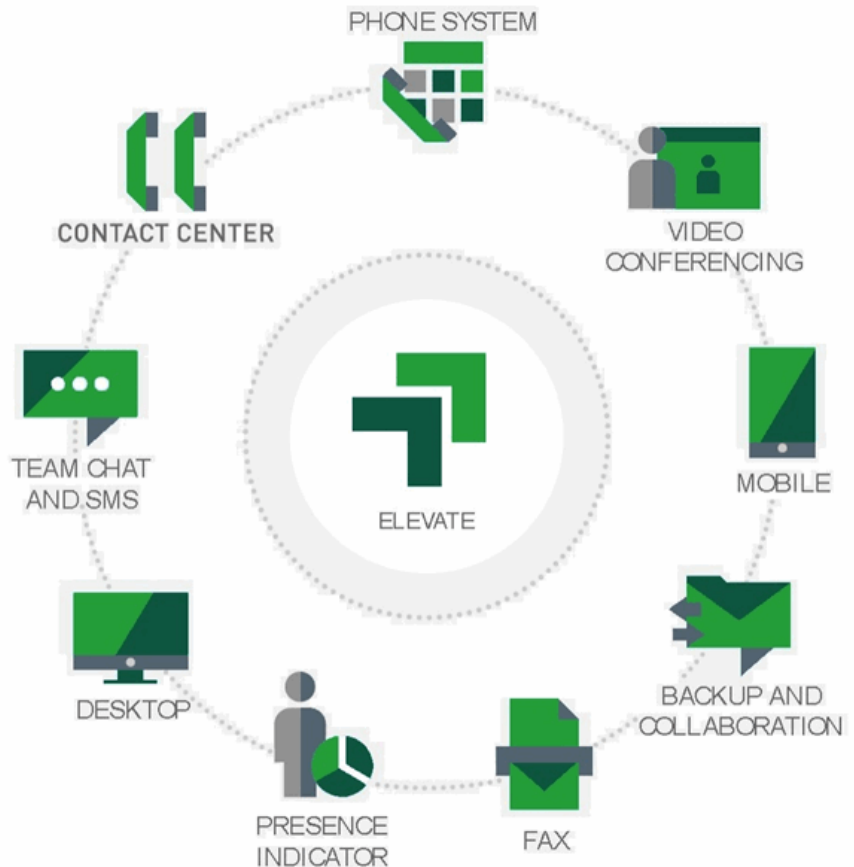
VERTICOMM VOICE

A Unified Communications Platform

Take Your Business Communications to the Next Level
with Verticomm Voice Powered by Elevate

Verticomm Voice powered by Elevate is an easy-to-use cloudbased unified communications system that helps employees to be more productive and collaborative.

It includes a full-featured phone system combined with chat, web/video conferencing, file collaboration and backup capabilities.



VERTICOMM VOICE FEATURES



90+ ENTERPRISE-LEVEL FEATURES

- Call Forwarding
- Call Park
- Call Transfer
- Do Not Disturb
- Call Recording
- 3-way Calling
- Caller ID
- Extension Dialing
- HD Audio
- Call Waiting
- Receptionist Routing
- Music on Hold
- Spam Caller Protection
- ... And many more



VOICEMAIL

- Voicemail to email via WAV file
- SMS notifications
- Auto-delete of voicemail after 90 days
- Change personal greeting
- Remote voicemail access
- Voicemail transcription (Included with Pro and Enterprise packages only)



CONFERENCE BRIDGE

- Includes a unique local phone number
- Gather up to 200 participants
- Start conferences at any time with Always-On conferencing
- Ability to add video and screen sharing to your conference, if desired



BUSY LAMP FIELD (BLF)

- Indicates presence - whether another user's phone is currently in use
- Other user extension and name information is presented as virtual "buttons" on the desk phone LCD display
- The BLF display can be used for speed dials, and also to make or take calls on behalf of another user

VERTICOMM VOICE APPS



ELEVATE MOBILE APP

This powerful mobile application transforms your phone into an essential collaboration tool, making teamwork on-the-go easier than ever. See who is available, send chats and SMS messages, place calls and see voicemails anytime, anywhere.

Never miss important calls

Extend your business phone number and extension to your mobile phone, so you can place and receive call on-th-go or even transfer calls from your desktop phone to your mobile device—seamlessly, without interruption.

Easily collaborate from anywhere

Your full desktop chat history is synchronized with your mobile device so you can stay connected and continue conversations no matter where you are.



ELEVATE DESKTOP APP

Our desktop app brings essential collaboration tools together, making teamwork easier than ever. See who is available, send chat, place and receive calls, share screens, start video calls and share files - all from one application.*

Communicate your way

Have the flexibility to use your desktop application to place and receive calls in two ways, either as a call controller for your associated desk phone or as a softphone from your PC or Mac.

One application for collaboration

One place to see the availability of coworkers, place a phone call, start team chat and launch a video conference.

Stay connected on-the-go

With the Elevate desktop and mobile applications, you take your contacts, files and conversations with you—wherever you are.

* Pro and Enterprise packages add SMS messaging to the Desktop App



ONLINE MEETING VIDEO CONFERENCING & SCREEN SHARING

Online Meeting® is an easy-to use, reliable video collaboration tool.

- HD video conferencing: Face to face meetings eliminate unnecessary travel and empowers teams with remote members to be more productive.
- Screen sharing: The computer desktop can be shared in real-time, improving collaboration and speed of decision making.
- Screen annotation: Meeting participants can call out important points on a shared screen in during a meeting.
- Includes a conference dial-in number, and custom URLs for meetings.

Elevate Pro includes up to 100 participants and up to 30 simultaneous video feeds.

Elevate Enterprise includes up to 200 participants and up to 30 simultaneous video feeds.

FILE SHARING & SECURITY*

File sync and share with backup for desktops, mobile devices, and file servers (Included with Pro and Enterprise packages only).

- The most current version of files from any device
- Easy and secure file sharing
- Full control over files, users, devices, and sharing activities
- Includes 10 GB/user of storage for ShareSync® Backup and File Sharing
- Reduced downtime from ransomware and other types of data loss
- Integration with Windows file server, Exchange Email, Active Directory, Outlook, Office, and Office 365®

VERTICOMM VOICE INTEGRATIONS

ELEVATE INTEGRATIONS



Elevate Integrations is a platform that connects powerful voice, chat, video conferencing and contact center functionalities into everyday business applications like Google®, Microsoft®, Salesforce®, and more — driving higher productivity and increasing customer retention with no heavy costs.



Increase Employee Productivity

Embed communications into everyday business applications across various teams to streamline business workflows and maximize employee efficiency.


















Drive Customer Retention and Increase Revenue

Combine powerful communication capabilities with relevant customer data to ensure sales and support teams have the right information at the right time.



No Heavy IT Investment

Our integrations are easy to use and easy to deploy, with no heavy training or implementation costs required.

ELEVATE ESSENTIALS	 Office 365	 Outlook	 INTERMEDIA UNITE [™] CRM SCREEN POPS
	 slack	 G Suite	 Microsoft Teams
ELEVATE PRO	 ZOHOO	 sugarcrm	 zendesk
	 servicenow.	 Microsoft Dynamics 365	 salesforce
ELEVATE ENTERPRISE		 ORACLE [™] NETSUITE	

HOSTED VOIP SERVICES

I. OUR UNDERSTANDING

Department of Social Services - Walsenburg (CLIENT) has requested a proposal from Verticomm, A Division of All Copy (VERTICOMM) for a virtual enterprise communication services, and an ongoing technology management, network maintenance, and support plan.

II. OUR PROPOSAL

After an initial review and site visit of CLIENT's technology environment, VERTICOMM will provide the following services.

Monthly Enterprise Communication Cloud Services– If required, VERTICOMM will enable, provide, and support requisite computing resources to meet CLIENT's communication needs, including virtual phone system, SIP trunks, voicemail storage and backup, and other requisite communication services.

Installation / Project Services – VERTICOMM will provide the requisite engineering and project management services to virtualize CLIENT's current communication server environment. VERTICOMM will provide all requisite engineering and project management services to move environment and setup requisite on-site equipment.

III. IMPORTANT FACTORS, EXCLUSIONS & ASSUMPTIONS

VERTICOMM'S proposal to provide services has incorporated the following exclusions and assumptions.

CLIENT will provide support personnel on-site to assist with simple management and support tasks and provide on-site assistance to VERTICOMM'S support personnel as required.

While VERTICOMM will assist with management and support of WAN circuits, any and all recurring telecommunication costs charged by telecommunication carriers are responsibility of CLIENT. A 5Mbps upload speed is recommended.

IV. FEES & DATES

CLIENT has requested the VERTICOMM provide a fee proposal to assist in decision making for future changes. With this in mind, VERTICOMM has provided proposed fees to assist with this process and will provide additional detail as requested.

Technology services, management, support and software fees are provided as follows:

Verticomm Voice Monthly Service Fee: \$634.99 includes all requisite user voice communication system resources, remote maintenance and support for **32** users.

Installation / Project Services: \$2170 VERTICOMM'S engineering and project management fees to virtual CLIENT'S computing and communication servers and migrate to the VoIP platform are provided on a fixed fee basis. Within 30 days of engagement, VERTICOMM will work with CLIENT to provide detailed plan to include requirement and time tables for the project. Currently, VERTICOMM estimates this project will occur over the course of 30 to 60 days. If engaged, a more definitive project plan will be drafted. Please note: Any fee charged by application vendors or their resellers to move the environment are not included in this Verticomm project services estimate.

V. TERMS

VERTICOMM requires a 60 month commitment at the monthly fee noted above. To initiate relationship, VERTICOMM requires completion of

HOSTED VOIP SERVICES

Services Agreement which formalizes business relationship.

By accepting this Quote, you agree to the terms of each SOW and the terms of the Master Services Agreement. If you do not agree to the terms of the SOW and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and SOWs will be collectively referred to as "SOW." Taxes, shipping & Handling and other fees may apply. We reserve the right to cancel orders due to pricing and other errors in facts.

VI. THANKS!

All of us at VERTICOMM greatly appreciate the opportunity to propose our services and solutions to CLIENT. We sincerely hope we get the chance to serve you and earn your business every day. If you have any questions about this proposal, our offering, or our company, please give us a call or email.

QUOTE - VERTICOMM VOICE

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Verticomm Voice Fees					
CI-UNIFIEDCOMMUNICATIONSUSER Unified Communications User Verticomm Voice UC User	\$20.00	\$0.00	31	\$620.00	\$0.00
CI-CLOUDPBXFAXLINE(500MIN) Cloud PBX Fax Line (500 min) Cloud PBX Fax Line (500 min), monthly	\$14.99	\$0.00	1	\$14.99	\$0.00
Verticomm Voice Subtotal				\$634.99	\$0.00
Additional Seat Fee (Not Included in Totals)					
Verticomm Voice Devices					
SIP-V64 SIP-V64 Fanvil V64 Prime Business Phone 12 SIP Lines Fanvil V64 (FREE)	\$0.00	\$0.00	31	\$0.00	\$0.00
Verticomm Voice Devices Subtotal				\$0.00	\$0.00
One Time Porting Fees					



QUOTE - VERTICOMM VOICE

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
CI-ALLNPR Local Number Porting Activation Fee Local Number Porting Activation Fee	\$0.00	\$3.00	30	\$0.00	\$90.00
One Time Porting Fees Subtotal				\$0.00	\$90.00

Monthly Subtotal: **\$634.99**

Subtotal: **\$90.00**

QUOTE - VERTICOMM VOICE PROFESSIONAL SERVICES

Description	Qty
Professional Services Fees	
VOICEONBOARD VOICEONBOARD VOICE ONBOARDING FEE VOICE ONBOARDING FEE	32
Professional Services Subtotal	

Subtotal: **\$2,080.00**

Verticomm Voice (32) - 5-22-2024

Prepared by:

Verticomm

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Prepared for:

Department of Social Services - Walsenburg

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Quote Information:

Quote #: 012646

Version: 1
Delivery Date: 05/22/2024
Expiration Date: 06/12/2024

Quote Summary


Description	Amount
QUOTE - VERTICOMM VOICE	\$90.00
QUOTE - VERTICOMM VOICE PROFESSIONAL SERVICES	\$2,080.00
Total:	\$2,170.00

Monthly Expenses Summary

Description	Amount
QUOTE - VERTICOMM VOICE	\$634.99
Monthly Total:	\$634.99

By accepting this Quote, you agree to the terms of each Statement of Work and the terms of the Master Services Agreement. If you do not agree to the terms of the Statement(s) of Work and the Master Services Agreement, then you should not accept the Quote. From this point forward this Quote, the Master Services Agreement and Statement(s) of Work will be collectively referred to as "SOW." We reserve the right to cancel orders due to pricing and other errors in facts. Taxes, Shipping & Handling and other fees may apply.

Verticomm

Signature: 
Name: Dillon Richards
Title: Business Technology Consultant
Date: 05/22/2024

Department of Social Services - Walsenburg

Signature: _____
Name: Heather Wellman
Date: _____

VERTICOMM VOICE SERVICES STATEMENT OF WORK

Parties

This Statement of Work ("SOW") is governed under the Master Services Agreement (the "Agreement") between Verticomm ("us", "our", "we", or "Verticomm"), and you ("you", "your", or "Client") in the entity that accepts the quote to which the SOW is attached (the "Quote"). The Agreement can be viewed at <https://www.verticomm.com/verticomm-master-service-agreement>. If you do not have a copy of the Agreement, please contact us for a copy prior to executing this SOW.

This SOW is effective as of the date that you accept the Quote ("Effective Date").

The services described in the Quote and as described below (collectively, the "Services") will be provided to you. Services that are not specifically described in the Quote and the SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as this "SOW").

Company Name ("Client"): Department of Social Services - Walsenburg

Main Contact: Heather Wellman

Phone: (719) 738-2810

Email: heather.wellman@state.co.us

Billing Address: 121 W 6TH ST Walsenburg CO 81089

Commencement

Onboarding project will be billed upon acceptance of the signed agreement. Commencement of this SOW including billing for services begins 30 days from signature, or upon signature if no onboarding is required. The SOW will remain in effect for a total of **60** months from the date of commencement ("Initial Term").

Services

The Services described in the Quote and as described below (collectively, the "Voice Services") will be provided to you. Services not specifically described in the Quote and the SOW will be out of Scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as "SOW").

Verticomm Voice services provides Voice Services in the form of Unified Communications as a Service ("UCaaS") provided by a 3rd party service

- Cloud PBX
- Auto Attendant
- Elevate® Voice mail for each user
- Elevate® Conference Bridge for each user
- AnyMeeting® Video Conferencing for each user
- Elevate® Mobile Application for each user
- Elevate® Desktop application for each user
- SecuriSync® File Collaboration for each user

User Support Services

- Document software and hardware changes
- Updated of work performed or in progress
- Schedule server maintenance
- Alert Client to conditions related to application software

- Set up and change security for users and applications
- Troubleshoot Quality of Service (“QoS”) issues
- Assist Client Administrator with User Setup issues
- Support the UCaaS, endpoint and system functionality

Client Responsibilities

Secondary Circuit: Client understands that, for optimal performance and availability of this solution, a secondary data circuit is highly recommend Verticomm requires a sign-off as to whether or not the Client chooses to acquire a secondary circuit.

Client will/has purchase(d) a secondary data circuit: **No**

Third Party Products

Products provided by Verticomm will include a warranty on one (1) year. Verticomm will assist with the fulfillment of these warranties. Verticomm is not responsible for the provision, monitoring/renewal, and fulfillment of warranty on client provided equipment.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability. All onsite Services will be provided at the locations listed in Appendix A. All locations added during the term of this SOW are appended to this SOW and all coverage contained herein.

Service Levels

Response, repair, and/or remediation services (as applicable) will be provided only during our normal business hours of 7:00AM Mountain Time to 6:00PM Mountain Time, unless otherwise specifically stated in the Quote. We will respond to problems, errors or interruptions in the provision of the Services in the time frame(s) described below. Severity levels will be determined by Verticomm in our reasonable discretion. All remediation services will initially be attempted remotely; Verticomm will provide onsite service only if remote remediation is ineffective and, under all circumstances, only if covered under the Service plan selected by Client.

Trouble / Severity	Managed Service Plan*
Services not available (All users and functions unavailable)	Response within one (1) hour after notification
Significant degradation of services (large number of users or business critical functions affected)	Response within four (4) hours after notification
Limited degradation of services (limited number of users or functions affected, business process can continue)	Response within twenty-four (24) hours after notification
Small service degradation (business process can continue, one user affected)	Response within forty-eight (48) hours after notification

* All time frames are calculated as of the time that Verticomm is notified of the applicable issue / problem by Client through Verticomm’s designated support portal, emailing support@verticomm.com, or by telephone at 855-411-2679. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts. Non-Critical help desk support provided outside of our normal support hours will be billed to Client at the hourly rate of \$270/hour (2 hour minimum applies for onsite work).

Fees

The fees for the Services will be as indicated in the Quote.

Changes to Environment. Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the managed environment changes, or if the number of authorized users accessing the managed environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes.

Increases. Client acknowledges and agrees that after the first year of this agreement, and not more than once each successive 12-month period thereafter, Verticomm may increase the Monthly Fees and other fees for Services Payment by an amount not exceeding 5% of the then current total monthly payment amount, as previously adjusted.

Travel Time. If onsite services are provided, we will travel up to 45 minutes from our office to your location at no charge. Time spent traveling beyond 45 minutes (e.g., locations that are beyond 45 minutes from our office, occasions on which traffic conditions extend our drive time beyond 45 minutes one-way, etc.) will be billed to you at our then current hourly rates. In addition, you will be billed for all tolls, parking fees, and related expenses that we incur if we provide onsite services to you.

Appointment Cancellations. You may cancel or reschedule any appointment with us at no charge by providing us with notice of cancellation at least one business day in advance. If we do not receive timely a notice of cancellation/re-scheduling, or if you are not present at the scheduled time or if we are otherwise denied access to your premises at a pre-scheduled appointment time, then you agree to pay us a cancellation fee equal to two (2) hours of our normal consulting time (or non-business hours consulting time, whichever is appropriate), calculated at our then-current hourly rates.

Automated Payment. You may pay your invoices by credit card and/or by ACH, as described below. If you authorize payment by credit card and ACH, then the ACH payment method will be attempted first. If that attempt fails for any reason, then we will process payment using your designated credit card.

- **ACH.** When enrolled in an ACH payment processing method, you authorize us to electronically debit your designated checking or savings account, as defined and configured by you in our payment portal, for any payments due under this SOW. This authorization will continue until otherwise terminated in writing by you. We will apply a \$30.00 service charge to your account for any electronic debit that is returned unpaid due to insufficient funds or due to your bank's electronic draft restrictions.
- **Credit Card.** When enrolled in a credit card payment processing method, you authorize us to charge your credit card, as designated by you on our payment authorization form, for any payments due under this SOW.

911 Limitations

911 Dialing / Emergency Dialing – Limitations.

The VoIP Service ("VoIP Service") does not support traditional 911 or E911 access to emergency services in all locations. The 911 dialing feature of the VoIP Service is not automatic; Client must take affirmative steps to register the address where the VoIP Service will be used in order to activate the 911 Dialing feature. Client understands that Client must inform any users of the VoIP Service of the non-availability of traditional 911 or E911.

When a VoIP calling device is registered in a particular location, it cannot be moved without re-registering the device in the new location. Client understands that it is the client's responsibility to confirm the accuracy of Client's service address upon initial registration and upon any further changes, additions or Transfers of phone numbers. Client shall hold Verticomm harmless for any and all claims or causes of action arising from or related to Client's inability to use traditional 911 or E911 services.

When an emergency call is made, one or more third parties use the address of Client's registered location to determine the nearest emergency response location, and then the call is forwarded to a general number at that location. When the emergency location receives Client's call, the operator will not have Client's address and may not have Client's phone number. Client understands and agrees that users of the VoIP System must provide their address and phone number in order to get help. Client hereby authorizes Verticomm to disclose Client's

name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to Client's registered location.

Client understands and agrees that 911 dialing does not and will not function in the event of a power failure or disruption. Similarly, the hosted VoIP Services will not operate (i) during service outages or suspensions or terminations of service by Client's broadband provider or ISP, or (ii) during periods of time in which Client's ISP or broadband provider blocks the ports over which the VoIP Services are provided. Client further understands and agrees that 911 Dialing will not function if Client changes its telephone number, or if Client adds or ports new telephone numbers to Client's account, unless and until Client successfully register its location of use for each changed, newly added or newly ported telephone number.

Client expressly agrees not to use VoIP System for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for any other use that results in excessive usage inconsistent with standard commercial calling patterns.

Verify 911 Activation Status. To check Your 911 activation status, log into your account or contact our support

911 Limits Notification. Each phone provided with your VoIP services is shipped with a notification label of 911 limitations. Client agrees to place the notification in a conspicuous location near the all devices capable of connecting to the VoIP services.

Alternative Access to 911 Services. You acknowledges and agrees that you are responsible for purchasing alternative third party services using traditional wireless or landline telephone services as a backup means of completing emergency calls if you are not comfortable with the limitations of the VoIP services.

SecureSync (R) Data Storage Capacity and Limitations

SecuriSync Storage. User Storage is shared space calculated at 10GB per user. Storage can be increased for an additional charge. Please contact your Inside Sales Representative for Pricing. If you reach your allotted storage space, the servers may stop accepting, processing or delivering data resulting in possible data loss or loss of server availability. SecuriSync storage is configured for system redundancy.

SecuriSync Deletion. Files can be deleted permanently upon request to free space. Permanently deleted items cannot be retrieved. Verticomm is not responsible for damages due to data loss related to permanently deleted items.

SecuriSync retention. The retention of files can be custom set upon request for file versions and for deleted items. Once files have dated outside the retention time period, the files will be automatically and permanently deleted. Verticomm is not responsible for damages that you suffer due to a retention period policy setting of your account, or any damage resulting from the loss of data as a result of those settings.

SecuriSync data must be backed up prior to the termination of your Verticomm Voice account. Your data will not be stored, restored or provided on media of any kind prior to termination of your account. Once your account is terminated, data is permanently deleted from the servers. It is your responsibility to backup or migrate your data prior to termination or any other action that may result the deletion of data from the server.

Voice Services Availability

Verticomm's Provider will use commercially reasonable efforts to provide 99.9% Network Availability and 99.9% Cloud Voice Availability on a calendar-month basis. "**Network Availability**" means the monthly uptime percentage excluding scheduled maintenance that Voice Telco Services guarantees during any monthly billing cycle. "**Cloud Voice Availability**" means the functioning of all Cloud Voice Services including telephony and conferencing services that have a direct impact on new call attempts and call completions that Voice Telco Services guarantees during any monthly billing cycle. Secondary capabilities, such as voicemail availability, are not included in Cloud Voice Availability.

Exclusions. Loss of Service Availability caused by (i) issues beyond Verticomm Provider's reasonable control, including, without limitation, denial of service or similar attacks, mail bombs, DNS resolution, domain name expiration, hardware failure, Internet availability, Your portion of the network, IP transit provider issues, SYN attacks or any other Force Majeure Event; or (ii) any loss of Services related to periods of time where customer premises equipment is being replaced or repaired; or (iii) any issues related to the Services due to number porting, whether inbound or outbound; or (iv) other issues addressed in this SLA, will be excluded from Service Availability calculations.

APPENDIX A - VERTICOMM VOICE LOCATIONS/OTHER

Appendix A - Managed Services

1. Service Locations:

Location Address:

121 W 6TH ST Walsenburg, CO 81089

2. Other:

STATEMENT OF WORK ONBOARDING VERTICOMM VOICE

SCOPE OF SERVICES

This Statement of Work ("SOW") is governed under the Master Service Agreement (the "Agreement") between Verticomm, a division ACP ("Verticomm", "we", "us", or "our"), and Department of Social Services - Walsenburg ("you", "your" or "CLIENT"), the entity who accepts the proposal/quote to which this SOW is attached (the "Quote"). This SOW is effective as of date on which you accepted the Quote ("Effective Date").

The Statement of Work ("SOW") will be used to describe the tasks and associated deliverables required for a successful implementation. Verticomm understands that time is of the essence in the fulfillment of this agreement, and Verticomm will take all reasonable actions within its power to meet the deadlines stated. Verticomm understands the Project Scope to involve the following activities:

- Conduct a Project kick off meeting with Client to develop programming strategy and review phone number list.
- Conduct database review meeting(s) to review programming.
- Program phone system according to the requirements established in the kickoff meeting.
- Configure Unified Communication Licenses, phones and any additional equipment included in the Quote.
- Schedule and coordinate Client User Acceptance Testing (UAT) to be completed by the Client.
- As applicable, make recommendations for changes that should be considered to the environment.
- Provide remote training.
- Port Client phone numbers in the quantity identified in the quote.

SITE OF PERFORMANCE

Performance of the Services will be at the following CLIENT location(s):

Site Address:	Bill To:
121 W 6TH ST Walsenburg, CO 81089	121 W 6TH ST Walsenburg, CO 81089

DETAILED PROJECT PLAN AND ESTIMATED TIMELINE

A Project Plan including specific dates for project completion milestones will be created by Verticomm and given to the CLIENT after full discovery is completed.

VERTICOMM RESPONSIBILITIES

Verticomm shall have the following project management responsibilities:

- Provide a single point of contact for the duration of the project

- Develop and present to CLIENT a programming plan according to CLIENT requirements
- Gather all pertinent information for the project
- Create a Project Plan
- Achieve approval for the Detailed Project Plan by both Verticomm and the CLIENT
- Coordinate equipment rollout schedule in accordance with the Detailed Project Plan
- Schedule on-site resources
- Provide and receive project status updates on an agreed time basis and as milestones are achieved
- Schedule and attend status and planning meeting before actual configuration work commences
- Deliver the services specified in the “Scope of Services” Section
- Work with CLIENT in creating User Acceptance Testing (UAT) Plan
- Create/Present Delivery and Acceptance form for CLIENT Signoff

CLIENT RESPONSIBILITIES

CLIENT shall have the following project management responsibilities:

- Designate a person as the Point of Contact (POC) for this project communication, and who has the authority to act on all aspects of the services and responsible for testing per the project plan timeline (POC)
- Provide a current phone bill detailing all current phone numbers (The bill must be dated within 30 days of the project kickoff meeting)
- Provide Verticomm with access to CLIENT’s facilities
- Notify Verticomm Project Engineer of any POC or schedule change within five (5) business days of any scheduled activity
- Work with assigned Project Engineer in creating User Acceptance Testing (UAT) Plan
- Follow UAT Plan to complete User Acceptance Testing
- Sign off on UAT Migrate Acceptance form once UAT is complete
- CLIENT will cancel any services with the existing dial tone provider once porting has completed

ASSUMPTIONS

Verticomm has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

- CLIENT acknowledges that the success of the proposed engagement relies on collaboration (response to questions, open accurate information sharing and periodic communication with Verticomm by phone or email) and participation by CLIENT staff members. Verticomm assumes that an accepted response time will be 24 hours or one business day.
- Upon acceptance of this Scope of Work (proposal), Verticomm Project Engineer will schedule the project with the CLIENT. The proposed schedule will be based on the availability of Verticomm resources. All efforts will be made to accommodate the client’s specific scheduling needs. Verticomm does not commit any professional services resources until the client approves the project in writing.
- CLIENT has the proper infrastructure in place that meets or exceeds current standards for data and/or voice transmission.
- CLIENT has all cables properly terminated for desired endpoints.

DELIVERABLES

This SOW will produce the specific deliverables and/or objectives (“Deliverables”) listed below. Costs contained in this SOW were created based on these Deliverables and objectives only. Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by

both parties. Except as explicitly set forth in this SOW, Verticomm shall have no obligation to provide maintenance or support services for Deliverables or to modify or remediate Deliverables in any manner following CLIENT's acceptance thereof.

- Software and equipment in the quantities listed on the Quote will be configured for the CLIENT's main location.
- Phone system will be programmed as agreed upon by CLIENT

COMPLETION

Upon completion of all work, Verticomm requires the CLIENT to sign the Notice of Completion (Schedule A), indicating the completion of the project. If a Service or Deliverable is deemed incomplete for any reason, CLIENT shall provide written notification to Verticomm. This Notice of Completion shall be completed by the CLIENT and submitted to Verticomm within five (5) business days upon Verticomm's notification to the CLIENT that the work is complete. The work is deemed completed and accepted by the CLIENT if Verticomm does not receive this notice within such.

It may become necessary to amend this SOW for reasons including, but not limited to, the following: time.

CHANGE MANAGEMENT PROCEDURE

CLIENT changes to the Statement of Work (SOW) and/or specifications for the Services or Deliverables

- CLIENT changes the POC causing a delay in project timeline
- Non-availability of resources that are beyond either party's control such as vendors/partners
- Environmental or architectural impediments not previously identified
- Failure of Verticomm or CLIENT to act on the responsibilities of each party as stated in this SOW
- In the event either party desires to change this Statement of Work; the following procedure will apply:
- Upon request, Verticomm will submit the Change Management Request and Authorization form ("Change Request"), which is attached as Appendix B, to the other party. The Change Request will describe the nature of the change, the reason for the change, and the impact the change will have on the Scope of Work, which may include changes to the Deliverables and the schedule.
- A Change Request may be initiated either by the CLIENT or by Verticomm for any changes to the SOW. The designated Program/Project Engineer of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges to implement the Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.
- Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.
- Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW or previous fully executed Change Request, the terms and conditions of the most recent fully-executed Change Request shall prevail.

SCHEDULE

Verticomm and the CLIENT will determine a schedule for work to be performed once execution of this SOW occurs. The schedule will include expected response times for CLIENT to review and complete tasks (if necessary). Verticomm will use commercially reasonable efforts to timely complete the Services.

SERVICES COSTS & TERMS

For costs and terms please reference agreements.

Scope of Work Expiration

This SOW has an expiration of 30 days from the time of presentation to the CLIENT. If not authorized by signature to begin work within this timeframe, this becomes void and will need to be reissued in order to become valid.

SoW Creation Date	SoW Expiration Date
MM/DD/YYYY	MM/DD/YYYY
Engineering Approval Date	Engineer Approval
MM/DD/YYYY	

ADDITIONAL SERVICES REQUIRED

Should it become apparent that factors beyond Verticomm's control require for additional services in order to complete the project described herein, a written estimate of such additional services and their charges will be provided to the CLIENT by the Project or Account Manager prior to proceeding therewith. Upon receipt of the estimate, the CLIENT shall, within ten (10) days, provide a written acceptance or rejection of the estimate. Beyond the date of rejection of the estimate (either in writing or at end of the ten (10) day period), Verticomm shall have no obligation to perform the additional services.

APPENDIX B - SOW

CHANGE MANAGEMENT REQUEST AND AUTHORIZATION

In reference to the section titled "Change Management Procedures" of the above referenced Statement of Work between Verticomm, a division of ACP ("Verticomm") and Department of Social Services - Walsenburg ("CLIENT"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request and Authorization will amend and be fully incorporated into the existing Statement of Work (SOW).

1. Reason for Change Request:

2. Changes to SOW:

3. Impact to Schedule:

4. Cost:

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request and Authorization to be fully executed.

Department of Social Services - Walsenburg

Verticomm

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX C - SOW

DELIVERY AND ACCEPTANCE

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of all products (if applicable) and completion of the Scope of Work included in this agreement.

List of Delivered Equipment

Quantity	Description	Serial Number

(Authorized Signature) (Title)

(Print Name of Signer)

(Date)