



**INCORPORATED COUNTY OF LOS ALAMOS
SERVICES AGREEMENT**

This **SERVICES AGREEMENT** (this "Agreement") is entered into by and between the **Incorporated County of Los Alamos**, an incorporated county of the State of New Mexico ("County"), and **Advanced Network Management, Inc.**, a New Mexico corporation ("Contractor"), to be effective for all purposes May 6, 2020.

WHEREAS, the County Purchasing Agent determined in writing that the use of competitive sealed bidding was either not practical or not advantageous to County for procurement of the Services and County issued Request for Proposals No. 20-22 (the "RFP") on September 22, 2019, requesting proposals for Replacement of Voice over Internet Protocol ("VoIP") Telephony System, as described in the RFP; and

WHEREAS, Contractor timely responded to the RFP by submitting a response dated October 21, 2019 ("Contractor's Response"); and

WHEREAS, based on the evaluation factors set out in the RFP, Contractor was the successful Offeror for the services listed in the RFP; and

WHEREAS, the County Council approved this Agreement at a public meeting held on May 5, 2020; and

WHEREAS, Contractor shall provide the Services, as described below, to County.

NOW, THEREFORE, for and in consideration of the premises and the covenants contained herein, County and Contractor agree as follows:

SECTION A. SERVICES:

1. **Purpose.** Over the Term of this Agreement, Contractor shall procure, deliver, install, upgrade and provide training and maintenance for County on a Voice over Internet Protocol ("VoIP") telephony system, as set forth herein.
2. **Project Plan.** Within thirty (30) days of the Effective Date, Contractor shall meet, in-person or via video conference, with County's Project Team for kick off meeting. Meeting agenda shall include:
 - a. Team introductions
 - b. High-level technical review of upgrade path, hardware, and software
 - c. Confirm Project timeline:
 - 1) **Week One (1)** – Equipment Ordered by Contractor. Shipping dates will be established once equipment is ordered. Current shipping dates on hardware is two – four (2-4) weeks. Contractor shall provide all hardware onsite on County property within four (4) weeks of date equipment is ordered. Project will take approximately six (6) weeks for Contractor to complete after hardware arrives onsite on County property, if Contractor is able to continue from beginning to finish

without interruption due to unforeseen circumstances. Using this timeline, Contractor shall complete the Project within ten (10) weeks from purchase to completion.

- 2) **Week Two (2)** – Planning and Design – Contractor and County will meet onsite or remotely over several sessions to establish agreed upon network and phone deployment schedule in accordance with the functionality requirements identified in Exhibit B, attached hereto and made a part hereof for all purposes.
 - 3) **Week Three/Four (3/4)** (Depending on equipment shipment dates) – Contractor shall install the County's new Call Manager hardware and Network routers, PDC (Prime Deployment Collaboration) Migrate, and Upgrade County's Cisco Unified Communications Manager(s) ("CUCM") version from 8x to 12x.
 - 4) **Week Five (5)** – Contractor shall migrate and upgrade County's Instant Messaging and Presence ("IM&P") from 8x to 12x. Contractor shall test and ensure functionality of County's CUCM and IM&P servers.
 - 5) **Week Six (6)** – Contractor shall install new 4331 PRI router, and migrate County's current 2900 router configs to new router, add new 4331 PRI router to CUCM and test and ensure functionality of CUCM installation, install new ABS 4331 PRI router, and migrate from County's current 2900 router, and add ABS 4331 router to CUCM and test and ensure functionality of County's CUCM installation.
 - 6) **Week Seven (7)** – Contractor shall configure and install new VG202 for County's existing Foreign Exchange Station ("FXS").
 - 7) **Week Eight (8)** – Contractor shall use Cisco Migrate Utility in CUCM to transfer information from the County's old operating system ("Legacy System") to the County's new operating system, with no data loss, in the upgrade of County phones.
 - 8) **Week Nine (9)** – Contractor shall configure and make ready for installation new phones and configuration of Basic Paging for County.
 - 9) **Week Ten (10)** – Contractor shall provide training to County staff for UC Application Management.
 - 10) At the end of Week Ten (10), Contractor shall complete the transfer of data from the Legacy System to the County's new operating system, and successfully disable the Legacy System. Contractor shall provide County with GoLive support for up to twenty-four non-consecutive hours after GoLive, as needed. Contractor shall provide County with all final documentation no later than five (5) days after GoLive.
- d. Contractor's confirmation of physical and logical design;
- 1) Contractor shall validate County's current environment to conform with County's migration and functionality, as described in Exhibit "B;"
 - 2) County's review and acceptance of design and implementation plan.

3. Project Implementation. Contractor shall configure and ensure functionality, as described in Exhibit "B," the applications and infrastructure components identified in Exhibit "A," in accordance with the Project Plan identified above. Work shall be completed by Contractor during normal business hours between 8:00 a.m. and 5:00 p.m. MST, Monday through Friday, excluding Contractor and County's observed holidays, unless otherwise agreed upon by the County and Contractor. Contractor shall install, configure and ensure functionality of the following:

- a. Cisco Unified Compute Systems ("UCS")
 - 1) Install and network new BE6K Servers to replace County's existing Unified Compute ("UC") on UCS

- 2) Prepare UC OVAs (Unified Console) (Open Virtualization Archive) for install based on County's network resource allocations
- 3) Test and ensure functionality and ensure UCs are fully functional for County's approval
- b. Cisco Unified Communications Manager(s) ("CUCMS")
 - 1) Migrate and upgrade three (3) CUCMS version 8.x to 12.5
 - 2) Set up smart licensing account for County and add County system administrator to smart licensing account
 - 3) Test for functionality and ensure CUCMS are fully functional for County's approval
- c. Cisco Unity Connection ("CUC")
 - 1) Migrate and upgrade CUC version 8.x to 12.5
 - 2) Test for functionality and ensure CUCs are fully functional for County's approval
- d. Cisco Emergency Responder ("CEO")
 - 1) Migrate and upgrade CEO version 8.x to 12.5
 - 2) Test for functionality and ensure CEOs are fully functional for County's approval
- e. Cisco Unified Attendant console ("CUAC")
 - 1) Gather configuration from existing Attendant Resource Console ("ARC") users
 - 2) Configure new CUAC for existing ten (10) ARC users
 - 3) Test for functionality and ensure CUACs are fully functional for County's approval
- f. Singlewire Basic Informacast
 - 1) Configure Basic Informacast paging system settings
 - 2) Configure up to ten (10) zones for paging
- g. Cisco Voice Gateways
 - 1) Configure new ISR 4331 voice gateways to replace Information Technology ("IT") and Airport Basin Site ("ABS") Primary Rate Interface ("PRI") routers
 - 2) Configure new VG20x analog converters to replace Foreign Station ("FS") and Foreign Exchange Station ("FXS") connections
 - 3) Configure CUCM devices and Call Routing for new gateways
 - 4) Test for functionality and ensure CUCMS are fully functional for County's approval
 - 5) Clean up Gateway devices in CUCM
- h. Contractor shall upgrade County's Cisco Emergency Responder ("CER") version 8.x with exiting features, notification settings and integrations unchanged.
- i. Contractor shall ensure all existing Cisco switches shall be compatible with CER version 12.5.
- j. Contractor shall use existing Primary Rate Interface ("PRIs") connected to the IT and ABS voice routers.
- k. Professional Services: Prior to five (5) days before Implementation, Contractor shall provide County staff the following Training Services:
 - 1) Provide County with Phone end user adoption and training
 - 2) Provide County with Phone Training Videos to be posted on County's Network share
 - 3) Provide County with Phone Training Handouts and Quick Guides
 - 4) Provide County with Train the Trainer Onsite Training consisting of one (1) hour onsite session
 - 5) Provide County with access and training to Cisco Attendant Console
 - 6) Provide County with CUAC training Videos (End User Video training)
 - 7) Provide County with CUAC training handouts (End User Guide, Quick Reference Guide)
 - 8) Provide County with Train the Trainer Onsite Training consisting of one (1) hour onsite session

- 9) Provide County with onsite or Via WebEx Basic Administration for CUCM, CUC, and CER (maximum twelve [12] hours)
 - 10) Provide County with Administration Training Guides
- 4. Project Closeout:** Contractor shall provide County with up to twenty-four (24) non-consecutive hours remote or onsite support as needed for GoLive, Conclusion of Project.
- a. Complete and deliver to County records of the following: Final Configurations, Training Material, Upgrade Media and As-builts;
 - b. Review the working upgraded fully functional VoIP telephone system with County;
 - c. Review County's satisfaction and obtain feedback; and
 - d. Obtain County signoff on project completion upon County's satisfaction of Contractor's Services.
- 5. Cisco Smartnet.** Contractor shall provide County, including to all County's Authorized Users, a non-exclusive, subscription to access and use the Cisco Smartnet Services. Cisco Smartnet Services include 8x5 NBD Technical Support, Online Access, Operating System Software, Operating System Support and Equipment Returns Material Authorization ("RMA"), as identified in Exhibit C, attached hereto and made a part hereof for all purposes.
- 6. Unified Communications Upgrade.** At the start of Year Three (3) and Year Six (6) of this Agreement, Contractor shall upgrade County's VoIP telephony system to the then-latest version available from Cisco. New versions arrive approximately once every two years. Contractor's upgrade shall include the then-latest version available from Cisco, but not be limited to the following:
- a. Cisco Unified Communications Managers (CUCMs)
 - 1) Take backups
 - 2) Upgrade CUCMpub version
 - 3) Upgrade CUCMsubs version
 - 4) Verify all services and test all functions and features to ensure functionality
 - b. Cisco Unity Connections (CUC)s
 - 1) Take backups
 - 2) Upgrade CUC Primary server version
 - 3) Upgrade CUC Inactive server version
 - 4) Verify all services and test all functions and features to ensure functionality
 - c. Cisco Contact Center Express (UCCX)s
 - 1) Backup existing Version 10.5
 - 2) Upgrade CCX Primary server version
 - 3) Upgrade CCX Inactive server version
 - 4) Verify all services and test all functions and features to ensure functionality
 - d. Cisco IM & Presence (IM&P)
 - 1) Take backups
 - 2) Upgrade IM&P Primary and Secondary server version and ensure functionality
- 7. Hardware Upgrade.** Contractor shall upgrade County's VoIP hardware in Year Five (5) to include a complete equipment replacement refresh of the County's existing equipment included in Exhibit A.

SECTION B. TERM: The term of this Agreement shall commence May 6, 2020 and shall continue through June 30, 2024, unless sooner terminated, as provided herein. At County's sole option the Agreement may be renewed for up to three (3) consecutive one-year periods, unless sooner terminated, as provided therein.

SECTION C. COMPENSATION:

- 1. Amount of Compensation.** For the entirety of the Agreement and any possible renewals as defined in Section A. above, County shall pay compensation for performance of the Services in an amount not to exceed EIGHT HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED ONE DOLLARS AND 41/100 (\$868,901.41), which amount does not include applicable New Mexico gross receipts taxes ("NMGRT"). Compensation shall be paid in accordance with the rate schedule set out in Exhibit "A," attached hereto and made a part hereof for all purposes.
- 2. Invoices.** Contractor shall submit invoices, as listed below, to County's Project Manager showing amount of compensation due, amount of any NMGRT, and total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after County's receipt of the invoice.
 - a. Upon County's acceptance of Contractor's completion of Planning and Design, Contractor shall submit invoice for ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED FOURTEEN AND 96/100 DOLLARS (\$115,314.96).
 - b. Upon County's acceptance of Contractor's Project Completion and Acceptance, Contractor shall submit invoice for ONE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO and 45/100 DOLLARS (\$172,972.45).
 - c. **YEAR TWO (2).** Contractor shall submit invoice for Annual support for SmartNet, in an amount not to exceed FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS (\$56,454.00).
 - d. **YEAR THREE (3).** Contractor shall submit invoice for Professional Services for Unified Communications upgrade, in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) and annual support for SmartNet, FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$59,277.00) for a total not to exceed amount of SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$79,277.00).
 - e. **YEAR FOUR (4).** Contractor shall submit invoice for Annual support for SmartNet, in an amount not to exceed SIXTY-TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$62,240.00).
 - f. **YEAR FIVE (5).** Contractor shall submit invoice for Hardware upgrade in an amount not to exceed ONE HUNDRED FIFTY SIX THOUSAND SIX HUNDRED TWENTY DOLLARS (\$156,620.00); Annual support for SmartNet, in an amount not to exceed SIXTY FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$65,352.00) for a total amount not to exceed TWO HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$221,972.00).
 - g. **YEAR SIX (6).** Contractor shall submit invoice for Professional Services for Unified Communications upgrade, in an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) and annual support for SmartNet, in an amount not to exceed SIXTY EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS (\$68,620.00) for a total amount not to exceed EIGHTY EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS (\$88,620.00).

- h. **YEAR SEVEN (7).** Contractor shall submit invoice for Annual support for SmartNet, in an amount not to exceed SEVENTY-TWO THOUSAND FIFTY-ONE DOLLARS (\$72,051.00).

SECTION D. TAXES: Contractor shall be solely responsible for timely and correctly billing, collecting and remitting all NMGRS levied on the amounts payable under this Agreement.

SECTION E. STATUS OF CONTRACTOR, STAFF, AND PERSONNEL: This Agreement calls for the performance of services by Contractor as an independent contractor. Contractor is not an agent or employee of County and will not be considered an employee of County for any purpose. Contractor, its agents or employees shall make no representation that they are County employees, nor shall they create the appearance of being employees by using a job or position title on a name plate, business cards, or in any other manner, bearing County's name or logo. Neither Contractor nor any employee of Contractor shall be entitled to any benefits or compensation other than the compensation specified herein. Contractor shall have no authority to bind County to any agreement, contract, duty or obligation. Contractor shall make no representations that are intended to, or create the appearance of, binding County to any agreement, contract, duty, or obligation. Contractor shall have full power to continue any outside employment or business, to employ and discharge its employees or associates as it deems appropriate without interference from County; provided, however, that Contractor shall at all times during the term of this Agreement maintain the ability to perform the obligations in a professional, timely and reliable manner.

SECTION F. STANDARD OF PERFORMANCE: Contractor agrees and represents that it has and will maintain the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Contractor shall perform the Services described herein in accordance with a standard that meets the industry standard of care for performance of the Services.

SECTION G. DELIVERABLES AND USE OF DOCUMENTS: All deliverables required under this Agreement, including material, products, reports, policies, procedures, software improvements, databases, and any other products and processes, whether in written or electronic form, shall remain the exclusive property of and shall inure to the benefit of County as works for hire; Contractor shall not use, sell, disclose, or obtain any other compensation for such works for hire. In addition, Contractor may not, with regard to all work, work product, deliverables or works for hire required by this Agreement, apply for, in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of County. Contractor shall not use deliverables in any manner for any other purpose without the express written consent of County.

SECTION H. EMPLOYEES AND SUB-CONTRACTORS: Contractor shall be solely responsible for payment of wages, salary or benefits to any and all employees or contractors retained by Contractor in the performance of the Services. Contractor agrees to indemnify, defend and hold harmless County for any and all claims that may arise from Contractor's relationship to its employees and subcontractors.

SECTION I. INSURANCE: Contractor shall obtain and maintain insurance of the types and in the amounts set out below throughout the term of this Agreement with an insurer acceptable to County. Contractor shall assure that all subcontractors maintain like insurance. Compliance with the terms and conditions of this Section is a condition precedent to County's obligation to pay compensation for the Services and Contractor shall not provide any Services under this

Agreement unless and until Contractor has met the requirements of this Section. County requires Certificates of Insurance or other evidence acceptable to County that Contractor has met its obligation to obtain and maintain insurance and to assure that subcontractors maintain like insurance. Should any of the policies described below be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. General Liability Insurance and Automobile Liability Insurance shall name County as an additional insured.

1. **General Liability Insurance:** ONE MILLION DOLLARS (\$1,000,000.00) per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate.
2. **Workers' Compensation:** In an amount as may be required by law. County may immediately terminate this Agreement if Contractor fails to comply with the Worker's Compensation Act and applicable rules when required to do so.
3. **Automobile Liability Insurance for Contractor and its Employees:** ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence; TWO MILLION DOLLARS (\$2,000,000.00) aggregate on any owned, and/or non-owned motor vehicles used in performing Services under this Agreement.

SECTION J. RECORDS: Contractor shall maintain, throughout the term of this Agreement and for a period of six (6) years thereafter, records that indicate the date, time, and nature of the services rendered. Contractor shall make available, for inspection by County, all records, books of account, memoranda, and other documents pertaining to County at any reasonable time upon request.

SECTION K. APPLICABLE LAW: Contractor shall abide by all applicable federal, state and local laws, regulations, and policies and shall perform the Services in accordance with all applicable laws, regulations, and policies during the term of this Agreement. In any lawsuit or legal dispute arising from the operation of this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. Venue shall be in the First Judicial District Court of New Mexico in Los Alamos County, New Mexico.

SECTION L. NON-DISCRIMINATION: During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the obligations of Contractor under this Agreement, with regard to race, color, religion, sex, age, ethnicity, national origin, sexual orientation or gender identity, disability or veteran status.

SECTION M. INDEMNITY: Contractor shall indemnify, hold harmless and defend County, its Council members, employees, agents and representatives, from and against all liabilities, damages, claims, demands, actions (legal or equitable), and costs and expenses, including without limitation attorneys' fees, of any kind or nature, arising from Contractor's performance hereunder or breach hereof and the performance of Contractor's employees, agents, representatives and subcontractors.

SECTION N. FORCE MAJEURE: Neither County nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

SECTION O. NON-ASSIGNMENT: Contractor may not assign this Agreement or any privileges or obligations herein without the prior written consent of County.

SECTION P. LICENSES: Contractor shall maintain all required licenses including, without limitation, all necessary professional and business licenses, throughout the term of this Agreement. Contractor shall require and shall assure that all of Contractor's employees and subcontractors maintain all required licenses including, without limitation, all necessary professional and business licenses.

SECTION Q. PROHIBITED INTERESTS: Contractor agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further agrees that it will not employ any person having such an interest to perform services under this Agreement. No County Council member or other elected official of County, or manager or employee of County shall solicit, demand, accept or agree to accept a gratuity or offer of employment contrary to Section 31-282 of the Los Alamos County Code.

SECTION R. TERMINATION:

1. **Generally.** County may terminate this Agreement with or without cause upon ten (10) days prior written notice to Contractor. Upon such termination, Contractor shall be paid for Services actually completed to the satisfaction of County at the rate set out in Section C. Contractor shall render a final report of the Services performed to the date of termination and shall turn over to County originals of all materials prepared pursuant to this Agreement.
2. **Funding.** This Agreement shall terminate without further action by County on the first day of any County fiscal year for which funds to pay compensation hereunder are not appropriated by County Council. County shall make reasonable efforts to give Contractor at least ninety (90) days advance notice that funds have not been and are not expected to be appropriated for that purpose.
3. In the event of any termination or cancellation, County shall be responsible for payment of all undisputed Services provided by Contractor through the effective date of termination. Upon termination, Contractor shall refund any prepaid fees. Contractor shall render a final report of the Services performed to the date of termination.

SECTION S. NOTICE: Any notices required under this Agreement shall be made in writing, postage prepaid to the following addresses, and shall be deemed given upon hand delivery, verified delivery by telecopy (followed by copy sent by United States Mail), or three (3) days after deposit in the United States Mail:

County:

Project Manager
Incorporated County of Los Alamos
1000 Central Avenue, Suite 220
Los Alamos, New Mexico 87544

Contractor:

Bart Goodman, Account Executive
Advanced Network Management, Inc.
4001 Jefferson Plaza, NE
Albuquerque, New Mexico 87109

SECTION T. INVALIDITY OF PRIOR AGREEMENTS: This Agreement supersedes all prior contracts or agreements, either oral or written, that may exist between the parties with reference to the services described herein and expresses the entire agreement and understanding between the parties with reference to said services. It cannot be modified or changed by any oral promise made by any person, officer, or employee, nor shall any written modification of it be binding on County until approved in writing by both County and Contractor.

SECTION U. CAMPAIGN CONTRIBUTION DISCLOSURE FORM: A Campaign Contribution Disclosure Form was submitted as part of the Contractor's Response and is incorporated herein by reference for all purposes. This Section acknowledges compliance with Chapter 81 of the Laws of 2006 of the State of New Mexico.

SECTION V. LEGAL RECOGNITION OF ELECTRONIC SIGNATURES: Pursuant to NMSA 1978 § 14-16-7, this Agreement may be signed by electronic signature.

SECTION W. DUPLICATE ORIGINAL DOCUMENTS: This document may be executed in two (2) counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the date first written above.

ATTEST

INCORPORATED COUNTY OF LOS ALAMOS

NAOMI D. MAESTAS
COUNTY CLERK

BY: _____
HARRY BURGESS **DATE**
COUNTY MANAGER

Approved as to form:

J. ALVIN LEAPHART
COUNTY ATTORNEY

ADVANCED NETWORK MANAGEMENT, INC., A NEW MEXICO CORPORATION

BY: _____
RAMINDER MANN **DATE**
CHIEF EXECUTIVE OFFICER

Exhibit "A"
Compensation Rate Schedule
AGR20-22

Year 1	Fees
Professional Services*	\$99,165.00
Upgrade Hardware (for complete list and breakdown see page 2 of Exhibit A)	\$133,987.09
Smartnet Software	\$53,795.45
Shipping	\$1,339.87
Total	\$288,287.41

*** 400 hours at \$225.00/hour during the Project Plan, Implementation, and Closeout, and Unified Communications Upgrade**
1 hour at \$165.00/hour for administration

1. At completion of Week 2 of the Project, Planning and Design Phase, County shall pay Contractor ONE HUNDRED FIFTEEN THOUSAND THREE HUNDRED FOURTEEN AND 96/100 DOLLARS (\$115,314.96).
2. At Project Closeout, County shall pay Contractor ONE HUNDRED SEVENTY-TWO THOUSAND NINE HUNDRED SEVENTY-TWO and 45/100 DOLLARS (\$172,972.45).
3. **YEAR TWO (2).** Annual support for the SmartNet Services an amount not to exceed FIFTY-SIX THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS (\$56,454.00).
4. **YEAR THREE (3).** Professional Services for Unified Communications upgrade, an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) and annual support for the SmartNet Software, FIFTY-NINE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$59,277.00) for a total not to exceed amount of SEVENTY-NINE THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$79,277.00).
5. **YEAR FOUR (4).** Annual support for the SmartNet Software, an amount not to exceed SIXTY-TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$62,240.00).
6. **YEAR FIVE (5).** Hardware upgrade in an amount not to exceed ONE HUNDRED FIFTY SIX THOUSAND SIX HUNDRED TWENTY DOLLARS (\$156,620.00); Annual support for the SmartNet Software, an amount not to exceed SIXTY FIVE THOUSAND THREE HUNDRED FIFTY-TWO DOLLARS (\$65,352.00) for a total amount not to exceed TWO HUNDRED TWENTY ONE THOUSAND NINE HUNDRED SEVENTY-TWO DOLLARS (\$221,972.00).
7. **YEAR SIX (6).** Professional Services for Unified Communications upgrade, an amount not to exceed TWENTY THOUSAND DOLLARS (\$20,000.00) and annual support for the SmartNet Software, an amount not to exceed SIXTY-EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS (\$68,620.00) for a total amount not to exceed EIGHTY-EIGHT THOUSAND SIX HUNDRED TWENTY DOLLARS (\$88,620.00).
8. **YEAR SEVEN (7).** Annual support for the SmartNet Software, an amount not to exceed SEVENTY-TWO THOUSAND FIFTY-ONE DOLLARS (\$72,051.00).



Exhibit "A" AGR20-22 Compensation Rate Schedule Pricing Table

Advanced Network Management, Inc
4001 Jefferson Plaza NE
Albuquerque, NM 87109

Los Alamos County
1000 Central Avenue Suite 220
Los Alamos, NM 87544

Bart Goodman
+1 (505) 338-0606
bart.goodman@anm.com

Hardware

Part Number	Description	Qty	List Price	Extended List Price	Discounted Percentage	Price	Extended Price
BE6M-M5-K9	Cisco Business Edition 6000M (M5) Appliance, Export Restr SW	3	\$ 13,000.00	\$ 39,000.00	48.25%	\$ 6,727.50	\$ 20,182.50
BE6K-PSU	Cisco UCS 770W AC Power Supply for Rack Server	3	\$ -	\$ -	-	\$ -	\$ -
BE6K-RAIDCTRLR	Cisco 12G Modular RAID controller with 2GB cache	3	\$ -	\$ -	-	\$ -	\$ -
BE6K-DISK	300GB 12G SAS 10K RPM SFF HDD	18	\$ -	\$ -	-	\$ -	\$ -
R2XX-RAID5	Enable RAID 5 Setting	3	\$ -	\$ -	-	\$ -	\$ -
BE6K-RAM	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	9	\$ -	\$ -	-	\$ -	\$ -
BE6K-CPU	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	3	\$ -	\$ -	-	\$ -	\$ -
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	3	\$ -	\$ -	-	\$ -	\$ -
CP-7841-K9=	Cisco UC Phone 7841	434	\$ 365.00	\$ 158,410.00	48.25%	\$ 188.89	\$ 81,978.26
ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDMA-32, UC License	1	\$ 5,835.50	\$ 5,835.50	44.80%	\$ 3,221.20	\$ 3,221.20
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	1	\$ -	\$ -	-	\$ -	\$ -
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$ -	\$ -	-	\$ -	\$ -
PVDMA-32	32-channel DSP module	1	\$ -	\$ -	-	\$ -	\$ -
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ -	\$ -	-	\$ -	\$ -
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	1	\$ -	\$ -	-	\$ -	\$ -
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	1	\$ -	\$ -	-	\$ -	\$ -
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	1	\$ -	\$ -	-	\$ -	\$ -
NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	\$ 2,275.00	\$ 2,275.00	33.30%	\$ 1,517.42	\$ 1,517.42
PVDMA-64	64-channel DSP module	1	\$ 3,400.00	\$ 3,400.00	33.30%	\$ 2,267.80	\$ 2,267.80
ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDMA-32, UC License	1	\$ 5,835.50	\$ 5,835.50	44.80%	\$ 3,221.20	\$ 3,221.20
PWR-4330-AC	AC Power Supply for Cisco ISR 4330	1	\$ -	\$ -	-	\$ -	\$ -
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$ -	\$ -	-	\$ -	\$ -
PVDMA-32	32-channel DSP module	1	\$ -	\$ -	-	\$ -	\$ -
MEM-FLSH-4G	4G Flash Memory for Cisco ISR 4300 (Soldered on motherboard)	1	\$ -	\$ -	-	\$ -	\$ -
MEM-43-4G	4G DRAM (1 x 4G) for Cisco ISR 4300	1	\$ -	\$ -	-	\$ -	\$ -
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	1	\$ -	\$ -	-	\$ -	\$ -
SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	1	\$ -	\$ -	-	\$ -	\$ -
NIM-2MFT-T1/E1	2 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1	\$ 2,275.00	\$ 2,275.00	33.30%	\$ 1,517.42	\$ 1,517.42
PVDMA-64	64-channel DSP module	1	\$ 3,400.00	\$ 3,400.00	33.30%	\$ 2,267.80	\$ 2,267.80
CP-8832-K9	Cisco 8832 in Charcoal with accessories for North America	15	\$ 1,720.00	\$ 25,800.00	42.50%	\$ 989.00	\$ 14,835.00
CP-8832-POE	Cisco IP Conference Phone 8832 PoE Accessories for Worldwide	15	\$ -	\$ -	-	\$ -	\$ -
CP-8821-K9-BUN	Cisco Unified Wireless IP Phone 8821, World Mode Bundle	3	\$ 885.00	\$ 2,655.00	42.50%	\$ 508.87	\$ 1,526.61
CP-PWR-8821-NA	Cisco 8821 Power Supply for North America	3	\$ -	\$ -	-	\$ -	\$ -
CP-BATT-8821	Cisco 8821 Battery, Extended	3	\$ -	\$ -	-	\$ -	\$ -
VG202XM	Cisco VG202XM Analog Voice Gateway	1	\$ 955.00	\$ 955.00	42.50%	\$ 549.13	\$ 549.13
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$ -	\$ -	-	\$ -	\$ -
CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	1	\$ -	\$ -	-	\$ -	\$ -
PWR-30W-AC	Power Supply 30 Watt AC	1	\$ -	\$ -	-	\$ -	\$ -
VG204XM	Cisco VG204XM Analog Voice Gateway	1	\$ 1,570.00	\$ 1,570.00	42.50%	\$ 902.75	\$ 902.75
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	\$ -	\$ -	-	\$ -	\$ -
CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	1	\$ -	\$ -	-	\$ -	\$ -
PWR-30W-AC	Power Supply 30 Watt AC	1	\$ -	\$ -	-	\$ -	\$ -
Subtotal:							\$ 133,987.09

Support & Licensing

Part Number	Description	Term	Qty	List Price	Extended LP	Discount %	Price	Extended Price
CON-SNT-BE6MM5K9	SNTC-8X5XNBD Cisco Business Edition 6000M (M5) Applia	12 month(s)	3	\$ 376.13	\$ 1,128.39	18.00%	\$ 308.43	\$ 925.29
VMW-VS6-HYPPLS-K9	Embedded License, Cisco UC Virt. Hypervisor Plus 6.x (2-cpu)		3	\$ -	\$ -	-	\$ -	\$ -
R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level		1	\$ -	\$ -	-	\$ -	\$ -
CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi	12 month(s)	1	\$ -	\$ -	-	\$ -	\$ -
BE6K-SW-12.5	Business Edition 6000 v12.5 export restricted software		1	\$ -	\$ -	-	\$ -	\$ -
BE6K-START-UCL35	BE6000 Starter Bundle with 35 UCL Enh and 35 vmail Licenses		1	\$ 500.00	\$ 500.00	50.50%	\$ 247.50	\$ 247.50
UPG-6K-ENH	BE6000 Enhanced UCL - GCSC SW Upgrade		513	\$ 45.00	\$ 23,085.00	36.20%	\$ 28.71	\$ 14,728.23
UPG-6K-VM	BE6000 Messaging UCL - GCSC SW Upgrade		513	\$ 15.00	\$ 7,695.00	36.20%	\$ 9.57	\$ 4,909.41
UC-8-X-OR-EARLIER	Version 8.x or Earlier		1	\$ -	\$ -	-	\$ -	\$ -
BE-12X-UCL-STR	BE6000 v12 UCL Starter licenses (35-pack)		1	\$ -	\$ -	-	\$ -	\$ -
CON-ECMU-BE12LURT	SWSS UPGRADES BE6000 v12 UCL Starter licenses (35-pack)	12 month(s)	1	\$ 250.00	\$ 250.00	18.00%	\$ 205.00	\$ 205.00
UCXN-12X-SCPORTS	BE6000 Unity Connection 12x - VM Speech Connect Ports		2	\$ -	\$ -	-	\$ -	\$ -
UCM-12X-ENH-UCL	BE6000 UCM 12X Enh User Connect Lic (new, addon, vers-upg)		513	\$ -	\$ -	-	\$ -	\$ -
CON-ECMU-UCM2XENH	SWSS UPGRADES BE6000 UCM 12X Enh User Connect Lic (new	12 month(s)	513	\$ 24.00	\$ 12,312.00	18.00%	\$ 19.68	\$ 10,095.84
UCN-12X-VM-UCL	BE6000 Unity Connection 12x Basic Voicemail Lic addon to UCL		513	\$ -	\$ -	-	\$ -	\$ -
CON-ECMU-UCN2XVL1	SWSS UPGRADES BE6000 Unity Connection 12x Basic Voicem	12 month(s)	513	\$ 9.00	\$ 4,617.00	18.00%	\$ 7.38	\$ 3,785.94
LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK		1	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-GW	Enable GW Feature (H323-SIP)		4	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-E	Enable Expressway-E Feature Set		2	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-TURN	Enable TURN Relay Option		2	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-AN	Enable Advanced Networking Option		2	\$ -	\$ -	-	\$ -	\$ -
LIC-SW-EXP-K9	License Key Software Encrypted		4	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-SERIES	Enable Expressway Series Feature Set		4	\$ -	\$ -	-	\$ -	\$ -
EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition		2	\$ -	\$ -	-	\$ -	\$ -
SW-EXP-12-X-K9	Software Image for Expressway with Encryption, Version X12		1	\$ -	\$ -	-	\$ -	\$ -
EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition		2	\$ -	\$ -	-	\$ -	\$ -
LIC-EXP-DSK	Expressway Desktop Endpoint License		35	\$ -	\$ -	-	\$ -	\$ -
R-EMRGNCY-RSPNDR	Emergency Responder Electronic Software Delivery		1	\$ -	\$ -	-	\$ -	\$ -
CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR	12 month(s)	1	\$ -	\$ -	-	\$ -	\$ -
ER-8-X	For upgrade from CER 8.X		1	\$ -	\$ -	-	\$ -	\$ -
ER12-USR-1-UPG	EMRGNCY RSPNDR USR LIC 1 PHN UPGD TO 12X FROM 9X OR EARLIER		548	\$ 10.00	\$ 5,480.00	36.20%	\$ 6.38	\$ 3,496.24
CON-ECMU-ER12USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 12X	12 month(s)	548	\$ 2.00	\$ 1,096.00	18.00%	\$ 1.64	\$ 898.72
ER12.5-SW-UYU-K9	EMRGNCY RSPNDR 12.5 SW UPGD 85 86 87 90		1	\$ 1.00	\$ 1.00	36.00%	\$ 0.64	\$ 0.64

CON-SNT-CP7841K9	SNTC-8X5XNBD Cisco UC Phone 7841	12 month(s)	434	\$	10.00	\$	4,340.00	18.00%	\$	8.20	\$	3,558.80
CON-SSSNT-ISR4331V	SOLN SUPP 8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic P	12 month(s)	1	\$	912.66	\$	912.66	18.00%	\$	748.38	\$	748.38
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series		1	\$	-	\$	-	-	\$	-	\$	-
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series		1	\$	-	\$	-	-	\$	-	\$	-
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal		1	\$	-	\$	-	-	\$	-	\$	-
CON-SSSNT-ISR4331V	SOLN SUPP 8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic P	12 month(s)	1	\$	912.66	\$	912.66	18.00%	\$	748.38	\$	748.38
SL-4330-IPB-K9	IP Base License for Cisco ISR 4330 Series		1	\$	-	\$	-	-	\$	-	\$	-
SL-4330-UC-K9	Unified Communication License for Cisco ISR 4330 Series		1	\$	-	\$	-	-	\$	-	\$	-
SISR4300UK9-168	Cisco ISR 4300 Series IOS XE Universal		1	\$	-	\$	-	-	\$	-	\$	-
L-CUAC12X	Cisco Unified Attendant Consoles 12.x		1	\$	-	\$	-	-	\$	-	\$	-
CON-ECMU-LCUAC12X	SWSS UPGRADES Cisco Unified Attendant Consoles 12.x	12 month(s)	1	\$	-	\$	-	-	\$	-	\$	-
L-CUAC12X-STND	Cisco Unified Attendant Console Standard 12.x - 1 Lic		10	\$	995.00	\$	9,950.00	36.20%	\$	634.81	\$	6,348.10
CON-ECMU-LDCUAC12	SWSS UPGRADES Cisco Unified Attendant Console Standard	12 month(s)	10	\$	199.00	\$	1,990.00	18.00%	\$	163.18	\$	1,631.80
CON-SNT-CPK8832K	SNTC-8X5XNBD Cisco IP Conference Phone 8832 in Char	12 month(s)	15	\$	88.00	\$	1,320.00	18.00%	\$	72.16	\$	1,082.40
CON-SNT-CP88K9BN	SNTC-8X5XNBD Cisco Unified Wirele	12 month(s)	3	\$	92.41	\$	277.23	18.00%	\$	75.78	\$	227.34
CON-SNT-VG202XM	SNTC-8X5XNBD Cisco VG202XM Analog	12 month(s)	1	\$	72.00	\$	72.00	18.00%	\$	59.04	\$	59.04
SVG2XIPV-15603M	Cisco VG20X Series IOS IP VOICE		1	\$	-	\$	-	-	\$	-	\$	-
CON-SNT-VG204XM	SNTC-8X5XNBD Cisco VG204 Analog V	12 month(s)	1	\$	120.00	\$	120.00	18.00%	\$	98.40	\$	98.40
SVG2XIPV-15603M	Cisco VG20X Series IOS IP VOICE		1	\$	-	\$	-	-	\$	-	\$	-
Subtotal:										\$		53,795.45

ANM professional Services

Part Number	Description	Qty	Price	Extended Price
PS	Professional services - 440hrs@225/hr and 1hr@165/hr.	1	\$ 99,165.00	\$ 99,165.00
Subtotal:				\$ 99,165.00
				Sub-Total \$ 286,947.54
				Estimated Taxes \$ 7,809.24
				Shipping Costs \$ 1,339.87
				Grand Total \$ 296,096.65

Exhibit "B"
System Features and Functionality
AGR20-22

Contractor shall ensure all Services meet the following functionality requirements:

1. Gateway Redundancy: Ability to automatically reroute telephone calls through an alternate path if primary network is in an incapacitated state.
2. Internal Session Initiation Protocol (SIP) for internal network Telephony interconnections.
3. World access through Incumbent Telephone service trunking or service with same reliability and redundancy.
4. PS\ALI 911 location reporting.
5. Ability to assign long distance permissions and codes.
6. Ability to access and maintain system remotely.
7. Full feature Voice Mail: tie to Microsoft outlook for receiving and listening to email. Voicemail feature must be accessible remotely and external to the County's network.
8. Automated Attendant: automated attendant services and maintains a complex phone tree and hunt groups.
9. Call Forwarding.
10. Call Hold and Transfer.
11. Call Recording.
12. Caller ID.
13. Call Screening: based on Caller ID detail, to decide to take a call, decline it, or send the call to voicemail.
14. Call Block.
15. Single and Multiparty Telephone Conferencing.
16. Conference Bridge: conference bridge (feature that allows users to hold meetings with dozens or even hundreds of participants via a computer, smartphone, or internet-connected device with a microphone).
17. Conferencing with Video presence or capability.
18. Cooperate Directory.
19. Console Attendant.
20. Wireless phone\device support options.
21. Paging or intercom functionality.
22. SIP to Digital\Analog line conversion for Fax and other analog devices.
23. Interoperability with Emergency 911 system.

Telephone and Handset Requirements:

1. Single and Multiple Lines available on telephone models
2. Speed Dial
3. Call Transfer
4. Adjustable User Preferences
5. Call Forwarding
6. Redial
7. Call Pick up
8. Meet me
9. Softphone
10. Mute

11. Headset
12. Speaker
13. Help Button
14. Number Redial
15. Missed Calls
16. Place Calls
17. Divert to voicemail
18. Conference phone options

Exhibit "C"
SMARTnet Services
AGR20-22

This document describes Cisco's SMARTnet Services.

Technical Support – Cisco Responsibilities

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and troubleshooting issues and access to Cisco.com.
- Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the Cisco Severity and Escalation Guideline.

Online Access – Cisco Responsibilities

- Access to Cisco.com. This system provides County with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.

Operating System Software – Cisco Responsibilities

- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make a Software patch available from the Cisco Software Central (www.cisco.com/go/software) or ship a Maintenance Release to County for the Product experiencing the problem.
- Updates where available and where County requests these for supported Software.
- If a Feature Set Upgrade is licensed, County will be entitled to Updates at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco Software Central.

RMA – Cisco Responsibilities:

- Advance Replacement services are subject to geographic and weight restrictions depending upon County's location. All other Advance Replacement will be shipped Delivered At Place (DAP), exclusive of any import duties, taxes and fees, where applicable. All Advance Replacement will be shipped using Cisco's preferred carrier, freight prepaid by Cisco.

SMARTnet 8x5xNext Business Day:

- Where Next Business Day delivery is available, an Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If County makes a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.

- Where Next Business Day delivery is not available, same day shipping will be provided. Under same day shipping, Advance Replacement will ship from the serving depot location that same Business Day, provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. Determinations that occur after 3:00 p.m. Depot Time will be shipped the following Business Day.

County Responsibilities. The provision of the SMARTnet Service by Cisco assumes that County will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls County places.
- Provide, reasonable access to the Product through the Internet or via modem to establish a data communication link between County and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.
- County agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.
- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.
- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's onsite personnel in connection with Remedial Hardware Maintenance.
- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.
- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by Cisco's onsite personnel.
- Provide safety and security protection of Cisco's personnel or its subcontractors for your unmanned sites.