



MILWAUKEE COUNTY

Master Services Agreement

MASTER SERVICES AGREEMENT

This Master Services Agreement (“MSA” or “Agreement”), is entered into by and between **Integration Partners Corporation, Inc.** (“IPC” or “Contractor”), a Massachusetts corporation with its principal place of business located at 12 Hartwell Avenue, Lexington, MA 02421 (“IPC” or “Provider”) and Milwaukee County, a Wisconsin municipal body corporate, located at 901 North Ninth Street, Milwaukee, Wisconsin 53233 (“County” or “Client”) (collectively referred to as the “Parties”, or individually, a “Party”) and is effective as of as of the date of the last signature below (the “Effective Date”).

This Agreement consists of: (i) IPC Request for Proposal Response (“Proposal”), (ii) Master Services Agreement (“Agreement”); (iii) any form or addendum that may be required by the County; (iv) any addendum that may be executed by the Parties from time to time setting forth additional terms related to specific IPC services (each, an “Addendum”); and, all written orders for IPC services (“SOW or Amendments”), together with any related exhibits or purchase orders thereto, executed by the Parties under this Agreement, all of which are incorporated herein by reference.

This Agreement is the complete agreement between the Parties and replaces any prior or contemporaneous oral or written communications between the Parties concerning the subject matter of the relevant SOW. There are no conditions, understanding, agreements, representations or warranties, express or implied, which are not specified herein. This Agreement may on be modified by a written document expressly stated for such purpose and executed by the Parties.

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by each of the Parties, IPC hereby agrees to provide the County with the hardware, software and Services described under the terms of this Agreement. The following attachments are hereby incorporated into this Master Agreement.

1. RFP
2. IPC Request for Proposal Response (“Proposal”)
3. Master Service Agreement (“Agreement”)
4. Statement of Work (“SOW”)
5. Milwaukee County Acceptable Use of Technology Directive for Vendors
6. Milwaukee County Remote Network Access Directive for Vendors
7. Annual Maintenance and Support Plan (“Plan”).
8. End User Agreements from Third Party Software licensor.

ORDER OF PRECEDENCE

The Agreement portfolio consists of the following documents, listed in order of precedence to be followed in resolving any inconsistencies between the terms of the Agreement, any SOW, Exhibit, Amendment, or other documents incorporated into the Agreement by reference:

1. Milwaukee County Remote Network Access Directive for Vendors
2. Milwaukee County Acceptable Use of Technology Directive for Vendors
3. Master Service Agreement (“Agreement”)
4. Statement of Work (“SOW”)
5. Annual Maintenance and Support Plan (“Plan”).
6. RFP
7. IPC Request for Proposal Response (“Proposal”)
8. End User Agreement from Third Party Software licensor.

PRELIMINARY STATEMENT

A. IPC has submitted to County a Proposal dated November 27, 2017, for the provision by IPC of certain Software known as the Avaya Aura Platform, Equipment (the "Equipment") and network management, professional, and monitoring services (the "Services") with respect to County's enterprise network (the "Proposal"). The Software, Equipment and Services being provided by IPC to County are more particularly described in Proposal.

B. County desires to engage IPC to provide the Software, Equipment and Services for use by its various departments, under the terms and conditions set forth in this Agreement.

C. IPC is willing to provide the Software, Equipment and perform the Services more particularly described in the Proposal, under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. DEFINITIONS.

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

"Annual Maintenance and Support Plan" ("Plan") shall mean the then-current support services County elects to purchase from IPC and/or Third Party Software Licensor. The Annual Maintenance and Support Plan as of the Effective Date is summarized in the Plan.

"Confidential Information" shall mean any non-public information of the County or IPC that is identified as or would be reasonably understood to be confidential and/or proprietary. Confidential Information does not include information that is: (i) is or becomes known to the public without fault or breach of the Recipient; or (ii) that Discloser regularly discloses to third parties without restriction on disclosures; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (v) is subject to Wisconsin Public Records Law, Wis. Stats §19.21, *et seq.* Confidential Information of County includes, without limitation County Data or any information related to County's operation, finance and/or staff (full-time, part-time, seasonal, retired or contractors) that is shared by or on behalf of County during the Terms of this Agreement.

"County Affiliate" shall mean the County Proper, General Mitchell International Airport or Milwaukee County Transit System.

"County Proper" shall mean those buildings and units of the County not part of the Airport or the Milwaukee County Transit System and elected and appointed officials, officers, and employees thereof ("CP").

"County Resources" shall mean County designated networks and computer systems; and, includes Customer Data and all information obtained stored, or accessible on such networks and systems.

"Discloser" means the party providing Confidential Information or SSI to the Recipient.

"Documentation" shall mean all user/operation Manuals and other materials or information describing the Software and Equipment, as hereinafter defined, its performance characteristics, technical features and other relevant information reasonably required for use of the Software and Equipment, including all physical media upon which the materials or information are provided.

"Equipment" shall mean the equipment components of the Avaya Aura Platform Solution, as listed in the SOW.

"General Mitchell International Airport" shall mean the buildings, facilities, services, elected and appointed officials, officer, and, employees of the Airport ("Airport" or "GMIA").

"Licensed Products" shall mean the Software, Equipment and the Documentation; and, the license rights granted to County pursuant to Section 7.

“**Milwaukee County**” shall mean the County government, its elected and appointed officials, officers, and employees (also referred to as “County or Client”).

“**Milwaukee County Transit System**” shall mean the buildings, facilities, services, elected and appointed officials, officers and employees of the transit system (“MCTS”).

“**Recipient**” means the party receiving Confidential Information or SSI of the Discloser.

“**Sensitive Security Information**” shall mean all sensitive security information (“SSI”) See: Paragraph 8(b) for further definitions).

“**Software**” shall mean that certain IPC or third-party propriety computer software solution known as Avaya Aura Platform, and any modules, bug fixes, modifications, enhancements and other IPC or third-party software provided to and licensed hereunder by IPC to County during the Term of this Agreement. All licenses related to third-party software shall be between County and the Third Party Software licensor even though IPC may invoice and collect the licensing fees on the third-party software’s behalf.

“**Subcontractor**” shall mean a person or organization who has a direct contract with IPC to perform any of the Services contracted under this Agreement, included but not limited to any person or organization furnishing materials, products, or other services.

“**Third Party Licensor**” shall mean Avaya.

“**Third Party Software**” shall mean the third party software products provided by Avaya. All licenses related to Third Party Software shall be between County and the Third Party Software licensor even though IPC may invoice and collect the licensing fees on the Third Party Software licensor’s behalf.

“**Update**” shall mean any published changes, additions or corrections to be the Software that primarily include a minor modification or enhancement to the Software to a bug fix, minor additional functionality or legislative changes. An Update is designed by a change in the right-most digit in the version number (for example, a change from x.1 to x.2).

“**Upgrade**” shall mean a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.x to 2.x).

2. TERM AND TERMINATION

(a) The term of this Agreement shall commence as of the Effective Date of this Agreement and shall remain in effect for a period of three (3) years (“Initial Term”) or until terminated by either party as provided herein. Provided that the Initial Term has expired; and, there are no active SOWs in place, either Party may then terminate this Agreement without cause upon written notice to the other Party.

Renewal of this Agreement beyond the Initial Term shall be contingent upon appropriation of the necessary funds by the County. The Agreement may be renewed for a term of Twelve (12) months (“Renewal Term”), provided that the Parties have agreed to the Renewal Term in writing at least thirty (30) days prior to the expiration of the Initial Term.

The Initial Term and any Renewal Term of this Agreement are jointly referred to herein as the “Term” of this Agreement.

(b) **IPC’s Right of Termination.** IPC may, at its option, terminate this Agreement upon the failure of the County to pay any amount which may become due hereunder for a period of forty-five (45) days following the submission of appropriate and

supporting documentation. Upon said termination, IPC shall be paid the compensation due for all services rendered through the date of termination including any retainage.

(c) **County's Right of Termination.** If IPC fails to fulfill its obligations under this Agreement in a timely or proper manner, or violates any of its provisions, County shall have the right to terminate the Agreement by giving thirty (30) days' written notice of termination, specifying the alleged violations and effective date of termination. It shall not be terminated if, upon receipt of the notice of termination, IPC promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by IPC for use in completing the Agreement.

(d) **Termination Due to Insolvency.** County may terminate this Agreement, immediately upon: (a) termination or suspension of IPC's business; (b) insolvency or filing of a voluntary or involuntary petition in bankruptcy, which petition is not dismissed within thirty (30) calendar days of filing; (c) appointment of a receiver, assignee or other liquidating officer for all or substantially all of the IPC's assets; or, (d) an assignment for benefit of creditors.

(e) **Termination for Insufficient Funds.** This Agreement shall terminate at such time, if any that the County fails to appropriate sufficient sums in the budget year for which the Agreement applies to pay the amount due. County will immediately notify IPC when it becomes aware that funding may not be appropriated. County will use its best efforts to provide IPC with at least thirty (30) days written notice prior to terminating the Agreement for lack of sufficient funds. The County's decisions to whether sufficient appropriations and authorizations are available shall be accepted by IPC as final. In such an event, IPC shall immediately reduce and/or discontinue its activities hereunder as requested by County. The Parties agree that IPC will not charge County with any termination fee or penalty for such early termination. The Parties recognize that the continuation of any Agreement is subject to appropriations and budget approval providing such Agreement item as an expenditure in that budget.

(f) **Termination for Convenience.** Either Party may terminate by providing a thirty (30) day written notice to the other Party of the intention to terminate this Agreement. Any and all unearned Fees paid by the County to IPC shall be refunded to the County within thirty (30) days of the date of the written notice of termination.

3. EFFECT OF TERMINATION.

(a) **Continuity of Service.** IPC recognizes that the services under this Agreement are vital to County and must be continued without interruption according to service levels described in the Agreement and/or SOW.

Upon termination of this Agreement, for any reason, IPC agrees to assist County in developing a transition plan for Services deemed vital by County and identified as such in an applicable Agreement. Terms related to a transition plan shall be defined in an applicable Agreement. If such terms are included in the Agreement, the following terms shall apply:

Upon termination of this Agreement due to IPC breach of contract IPC, shall at no cost to County:

- (i) furnish phase-in, phase-out services for up to one hundred and twenty (120) days after this Agreement expires or terminates;
- (ii) exercise best efforts and cooperation to affect an orderly and efficient transition to a successor (County or another third-party vendor); and,
- (iii) negotiate in good faith a transition plan with a successor to determine the nature and extent of phase-in, phase-out services required.

All transition plans shall specify a training program and a date for transferring responsibilities for each division of work described in the transition plan, and shall be subject to County's approval. IPC shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services required by this Agreement are maintained at the required levels.

IPC shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Agreement.

The Parties agree that IPC may charge additional fee for the above continuity of business services, in case these are required after this Agreement is terminated due to breach of Agreement by County.

(b) **Additional Obligations upon Termination.** Upon termination of this Agreement, in addition to the foregoing: (i) IPC will immediately cease all use of County's Resources and Confidential Information and shall deliver to County all items containing, embodying, relating to or comprising County's Confidential Information and County Resources, as well as any other documents, assets or things, belonging to County that constitute Services; (ii) any and all payments that may have been made by County to IPC, in advance, which are in excess of the amounts due to IPC (if any); (iii) any hardware or software, that was provided by County to IPC without obligation of payment by IPC, will be immediately returned to County in the same condition that such property was received (less normal wear and tear) by no later than the Termination; and, IPC will make a machine readable copy of the County's data available to the County. The Parties agree that IPC has no rights nor ownership over County's Confidential Information or County Resources.

(c) **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, County Data, payment, limitation of liability, indemnity and such other terms which by their nature survive termination, will survive termination of this Agreement.

4. SCOPE OF AGREEMENT

(a) IPC and County agree that the scope of this Agreement could be expanded to include the provision by IPC of additional or different Software, Equipment and/or Services or other products offered by IPC (a "Scope Expansion"). Any Scope Expansion shall be initiated in writing by County and shall be subject to acceptance in writing by IPC. In the event of any Scope Expansion, IPC and County shall execute an Amendment to this Agreement that sets forth the additional Software, Equipment, Services or other products being provided by IPC to County and the specific terms and conditions applicable to the provision of such equipment, services or other products, with the actual provision of any such Software, Equipment, Services or other products subject to the terms and conditions of this Agreement.

(b) County reserves the right to delete or modify any task from the Scope of Services upon written notice to IPC as this Agreement is contingent upon Federal, State and Local appropriations.

5. INVOICES, TERMS OF PAYMENT AND TAXES

(a) **Payment.** County shall pay IPC the fees set forth in the SOW hereunder for Equipment and/or Services within thirty (30) days of the date of receipt of the electronic invoice by the County. If County, in good faith, reasonably disputes any portion of an invoice, County shall follow Invoice Dispute procedures set forth in Section 5(d) of this Agreement. If any undisputed IPC invoice is unpaid and past due for more than forty-five (45) days, IPC may cease performing services until suitable arrangements are made for payment.

(b) **Invoices.** All invoices submitted by IPC shall set forth the following information: (i) the Effective Date of the SOW, (ii) IPC's purchase order number, if applicable; and, (iii) amount being billed.

(c) **Invoice Delivery Address.** All invoices along with the supporting documents, as required in the SOW, shall be sent by email and postal mail to both of the following addresses:

Milwaukee County DAS-IMSD
Attn: Accounts Payable
901 N. 9th Street, Room 301
Milwaukee, WI 53233
APinvoices@milwaukeecountywi.gov

With a copy to:

Milwaukee County DAS-IMSD
Attn: IMSD Invoices
633 W. Wisconsin Avenue, STE 1100
Milwaukee, WI 53203
IMSDinvoices@milwaukeecountywi.gov

(d) **Invoice Disputes.** If County has a dispute with an invoice, County shall notify IPC of any disputed fees within thirty (30) days of the invoice receipt date. Promptly after the written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoice. Such designated representatives should resolve the dispute within five (5) business days after the initial request, and if not resolved within five (5) business days either Party may request that this is re-evaluated by IPC management and management of the County. IPC and County management shall meet either in person or by telephone to resolve the dispute in good faith within fifteen (15) days after the request to ensure that the invoice is paid promptly.

(e) **Taxes.** County is exempt from state and local taxes. Any invoices submitted by IPC should be without such taxes. IPC shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of services or delivery of software and/or hardware hereunder, or which arise as a result of fees paid hereunder. County will provide IPC with a valid tax exemption certificate. IPC shall be responsible for its respective present and future taxes, duties, tariffs, fees, imports, and other charges, including, but not limited to, income, excise, import, purchase, sales, use, turnover, added value, gross receipts, gross wages, and similar assessments imposed upon IPC by any taxing authority as a result of the performance of IPC's duties and responsibilities hereunder.

(f) **Payment Does Not Imply Acceptance or Waiver of Rights.** The making of any payment by County, or receipt thereof by IPC, shall not imply waiver of any representations or warranties or requirements of this Agreement.

6. HARDWARE AND WARRANTY

(a) **Hardware Replacement.** For hardware issues requiring replacement, IPC shall respond to the request made by the County within one (1) business day. Hardware service repair or replacement shall occur within one (1) business days of the request by the County, not including the time it takes for the part to ship and travel to the County. The County shall grant IPC or its representative access to the equipment for the purpose of repair or replacement at reasonable times. IPC will keep the County informed regarding the time frame and progress of the repairs or replacements. Hardware replacement services for defective or malfunctioning hardware shall be provided at no additional fees or costs to the County. This includes parts for updates.

(b) **Purchased Equipment and Hardware Warranty.** For Equipment and Hardware purchased from IPC by the County, IPC warrants that it shall have good title to all Equipment and Hardware finished to County; and, that it shall be free and clear of all liens and encumbrances. Title to all Equipment and Hardware shall pass from IPC to County upon payment of fees for such Equipment and Hardware. IPC warrants that the Equipment and Hardware shall be free of defects; and, IPC shall repair or replace, without any additional charge, any Equipment and Hardware directly provided by IPC that fails to function properly due to normal wear and tear, defective workmanship, or defective materials for at least one (1) year after payment by the County of fees for such Equipment and Hardware as set forth in the SOW ("Warranty Period"). All warranty remedies as to the devices covered, the entitled response, and the duration of the coverage period, will be governed the warranty policy of the original equipment manufacturer.

7. SOFTWARE LICENSE

(a) **License Grant.** Subject to the terms of this Agreement, IPC and/or the Third Party Software manufacturer, Avaya, hereby grants to County, and County accepts, a limited, personal, non-transferable and non-exclusive perpetual license to use the Licensed Products solely for County Affiliate's own internal business purposes and solely on the Equipment and Hardware

identified in the Proposal and SOW. If IPC is not the owner of the Licensed Products, IPC represents and warrants that it has received all proper authorizations from the owners of the Licensed Products; and shall arrange as terms of the purchase for a non-assessible, perpetual, non-exclusive license for the Licensed Products, including all upgrades, enhancements, later versions and new releases of such Licensed Product furnished to County Affiliate by IPC. County Affiliate shall be permitted to make one copy of the Software for backup and archival purposes only. Each copy must reproduce all copyright and other proprietary notices.

(b) **Warrant of Ownership.** IPC warrants to County Affiliate (and no other person or entity) that it has the right to grant the licenses of the Third Party Software under this Agreement; and, has the right to enter into this Agreement.

8. PROPRIETARY INFORMATION AND SENSITIVE SECURITY INFORMATION

(a) **Proprietary Information.** Information exchanged in connection with this Agreement shall, except as may otherwise be provided in Section 9 below or in any subcontract between the parties resulting from this Agreement, be treated as proprietary information. Each party is permitted to use the other Party's proprietary information as necessary in connection with the performance of this Agreement. In the event that any provision of this Agreement or of any resulting subcontract provides that one Party shall become the owner of certain Intellectual Property developed by the other Party, then the developing party shall treat such Intellectual Property as the proprietary information of the other Party as if it originated with, and was disclosed by, such other Party except that IPC may not use County's Confidential Information or County Resources to develop such Intellectual Property without prior written consent of the County.

(b) **Sensitive Security Information.** SSI is protected from disclosure by state and/or federal law; and, is information that if released, may pose a threat to transportation security. SSI includes, but is not limited to, information about transportation security measures and requirements, security vulnerabilities and vulnerability assessments, the technical specifications of certain screening equipment; and, other information pertinent to aviation security that the Recipient may be granted access to in performance of its obligations and duties with the County and with the GMIA. On behalf of the Recipient and its employees:

(i) As used in this Agreement, SSI includes that information defined in 49 CFR 1520 but also includes any information not specifically mentioned in Part 1520 but marked as "sensitive security information" or "SSI".

(ii) Recipient understands that by being granted access to SSI, Recipient is obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws.

9. INTELLECTUAL PROPERTY

For purposes of this Agreement, the term Intellectual Property shall mean patented and unpatented inventions, copyrighted works, trade secrets, Architectural diagrams, configurations, drawings, voice mail, crash phones and know-how and proprietary information. Except as may be otherwise expressly provided elsewhere in this Agreement or in any resulting subcontract, each Party shall retain title to its own Intellectual Property, including Intellectual Property possessed independently of the performance of this Agreement and Intellectual Property subject to the rest of this Section below.

Each Party hereto, insofar as it is free to do so without obligation to others, hereby authorizes the other Party to use the authorizing Party's Intellectual Property solely as necessary for the performance of each Party's respective obligations under this Agreement.

Subject to any rights of the County and except as may otherwise be expressly provided elsewhere herein or in any resulting subcontract, each Party shall retain title to any Intellectual Property which is developed, authored, conceived or reduced to practice independently and solely by that Party during the performance of this Agreement except that IPC may not use County's Confidential Information or County Resources to develop such Intellectual Property without the prior written consent of the County. No license, express or implied, shall inure to the benefit of the other Party with respect to any such Intellectual Property, without the express written consent of the other Party.

10. NOTICES

All notices related to this Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- (a) Actually received, or
- (b) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the Party, or
- (c) If not actually received, ten (10) days after deposit with the United States Postal Services authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address(es) set out in this section of this Master Agreement, or such other address set out in this section of the Agreement, or such other address as the Party may have designated by Notice or Amendment to the Agreement; or
- (d) Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving part of the intended receiving party's new address will be borne by the intended receiving party. The addresses for any notices under this Agreement are as follows:

VENDOR:

Integration Partners Corporation, Inc.

Attention: Sales Operations
12 Harwell Avenue
Lexington, MA 02421

Milwaukee County

Attention: Paul Kuglitsch
Principal Assistant Corporation Counsel
Room 303
901 North 9th Street, Milwaukee, WI 53233

Milwaukee County, DAS – IMSD
Attention: Laurie Panella
Chief Information Officer
633 W. Wisconsin Avenue, Suite 1100
Milwaukee, WI 53203

11. INDEPENDENT CONTRACTOR RELATIONSHIP

This Agreement is not intended by the Parties to constitute or create a joint venture, teaming agreement, pooling arrangement, partnership, or formal business organization of any kind, other than an independent contractor relationship between IPC as a provider of services, equipment and consultation, and the County. The rights and obligations of the Parties shall be only those expressly set forth herein. Neither Party shall have authority to bind the other except to the extent expressly authorized herein. This relationship shall remain as that of an independent contractor at all times and neither Party shall act as an agent for the other.

12. COOPERATION

The County shall cooperate in all respects in the performance of providing services by IPC as set out in this Agreement, including, without limitation, the provision of relevant information with respect to the County's organization, operations and requirements, the timely resolution of items presented by IPC to the County for decision, the provision of necessary access and use of facilities as required in connection with such services, and any other matters reasonably required on the part of the

County in order to permit IPC to perform services under this Agreement provided that IPC is in full compliance with all terms of this Agreement.

13. HIRING OF EMPLOYEES

During the term of this Agreement and for a period of one (1) year thereafter, neither Party or any of its affiliates will contact each other's employee's and offer to (a) employ or hire, nor engage as a consultant or subcontractor, any employee or subcontractor of the other Party or any of its affiliates, (b) solicit any employee or subcontractor of either Party or any of its affiliates to become an employee of, or consultant or subcontractor to, the other Party or any of its affiliates, nor, (c) recommend or suggest to any other person or entity that it so solicit, employ, hire or engage any employee or subcontractor.

In the event of any breach of the foregoing provisions and notwithstanding any other provision in this Agreement to the contrary, the Party in compliance will be entitled to be paid, on demand, as liquidated damages and not as a penalty, an amount equal to the annualized base salary and other regular compensation being paid to such employee or subcontractor as of the date of the termination of his or her employment or engagement with the Party in compliance or its affiliates. It is agreed that the amount of damages which would be suffered as a result of a breach of the foregoing provisions of this Section would be difficult to measure and that such payment amount constitutes reasonable liquidated damages for such breach.

IPC may terminate this Agreement immediately if County has directly or indirectly employed IPC staff that may be used to fulfill IPC's obligations under this Agreement.

14. REPRESENTATIONS, WARRANTIES, DISCLAIMER OF WARRANTIES AND REMEDIES

(a) IPC represents and warrants that:

(i) It has the right to in the Software set forth in this Agreement and Proposal sufficient to grant the licenses to County under this Agreement.

(ii) It has good and marketable title to the Software sold hereunder free and clear from all liens, encumbrances, and claims of infringement of Intellectual Property Rights of third parties; and, has the Third Party Licensor permission to license the Third Party Software and provide its maintenance and support services under this Agreement to the County.

(iii) Neither the Software as delivered by IPC to County, nor any normal use thereof by County or its modifications, enhancements, updates or upgrades thereto, will infringe any Intellectual Property Rights of any third party.

(iv) As of the Effective Date, there are not existing or threatened legal proceedings against IPC that would have a material adverse effect upon its ability to perform its obligations under this Agreement.

(v) IPC shall maintain at all times, an adequate staff of experienced and qualified employees for efficient performance under this Agreement. IPC agrees that, at all times, the employees of IPC furnishing or performing any service shall do so in a property workmanlike and dignified manner.

(vi) No 'back door' password or other method of remote access into the software codes of Software exists.

(b) Limited Software Warranty by IPC and Remedy for Breach

(i) IPC warrants that the Software will operate without a material documented defect during the Term of this Agreement. IPC's sole obligation with respect to a breach of the foregoing warranty shall be to repair or replace the Software giving rise to the breach of warranty. IPC shall extend to the County the manufacturers' standard warranties against defects in the materials or Equipment used by IPC in the delivery of the Services addresses under this Agreement. County must report any deficiency in Services to IPC in writing within thirty (30) days of completion of the Services in question.

(ii) If IPC is unable to repair or replace such Software within a reasonable period of time, then, subject to the limitation in Section 15 of this Agreement, County may pursue its remedies at law to recover direct damages resulting from the breach of this warranty. The remedies in this Section 14(b)(ii) of this Agreement are exclusive and in lieu of all other remedies, and represent IPC's sole obligation for the breach of the foregoing warranty.

(c) Malicious Code. IPC represents that it has used commercially reasonable best efforts utilizing generally accepted industry tools and practices to provide Software that does not contain any "time bombs", "worms", "viruses", "Trojan horses", "protect codes", "data destruct keys", or other programming devices that are intended to access, modify, delete, damage, deactivate or disable the Software ("Malicious Code"). IPC shall take action immediately to investigate, identify and remove such Malicious Code from the Software; and, shall be responsible for any; and, all actual and liquidated damages sustained by the County as a result of the Malicious Code. This paragraph is exempt from the provisions of paragraph 15, Limitation of Liability; Personal Information.

(d) Warranty Disclaimer

THE ABOVE WARRANTIES FOR SOFTWARE AND HARDWARE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH REGARD TO THE SERVICES OR ANY OTHER MATTER RELATING HERETO.

(e) Remedy. In the event of any termination of this Agreement as a result of the failure of performance of IPC, County shall have all rights and remedies available at law or in equity as a result of IPC's failure of performance and the termination of this Agreement.

15. LIMITATION OF LIABILITY; PERSONAL INFORMATION

(a) Except with respect to Section 17 (Indemnification) and Section 18 (Insurance Obligations) contained in this Agreement, the total liability for IPC in connection with or related to the Software and Hardware, annual maintenance and support plan services, or any other matter relating to this Agreement will not exceed 1.5 times the fees paid or payable to IPC hereunder for the twelve (12) month period in which such liability first arose

(b) Notwithstanding anything contained herein to the contrary, IPC and County acknowledge and agree that the liability of IPC to County pursuant to this Agreement shall be limited to the acts or omissions of IPC, its agents, servants, subcontractors and employees, and under no circumstances shall IPC have any liability whatsoever to County for the acts or omissions of third parties not under the control of IPC, including without limitation the acts or omissions of County, its agents, servants or employees. IPC's obligations with respect to the Personal Information Laws shall be limited to IPC, its agents, servants and employees.

16. THIRD PARTY CLAIMS

IPC and County agree that the Equipment and Services being provided by IPC to County pursuant to this Agreement and the Proposal are solely for the benefit of County, its trustee, officers, administrative staff, faculty, students and service providers, and no other party will be a third-party beneficiary of this Agreement or the Equipment and/or Services provided by IPC pursuant to this Agreement.

17. INDEMNIFICATION

(a) **Indemnity.** IPC agrees to indemnify, defend, and hold harmless County, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against County (or finally settled upon) arising from or relating to any Claim, as defined in Section 17(c) brought against County by a third party alleging that the Product directly infringes any patent, copyright, trademark or other intellectual property right or misappropriates any trade secret (recognized as such under the Uniform Trade Secrets Act). If any Claim that IPC is obligated to defend under this subsection

(a) has occurred, or, in IPC's opinion, is likely to occur, IPC may, at its option and expense, either: (i) obtain for County the right to continue to use the applicable Product, (ii) replace or modify the Product so it becomes non-infringing, without materially adversely affecting the Product's specified functionality; or (iii) if (i) or (ii) are not readily available after using reasonable commercial efforts, or, if neither of the foregoing options is commercially reasonable, refund all Product Fees already paid by County and terminate this Agreement. Notwithstanding the foregoing, IPC shall not indemnify, defend, or hold harmless County for any Claims solely based on: (1) any County or third party intellectual property or software incorporated in or combined with the Product, where in the absence of such incorporated or combined item, there would not have been infringement, excluding any third party software or intellectual property incorporated into the Product at IPC's discretion; (2) Product which has been altered or modified by the County, by any third party, or by IPC at the request of the County, where in the absence of such alteration or modification the Product would not be infringing; or (3) use of any version of the Product with respect to which IPC has made available a non-infringing updated, revised or repaired subsequent version or other applicable update, patch, or fix.

(b) **IPC Indemnification.** IPC agrees to indemnify, defend, and hold harmless County, its officers, directors, employees, and agents from and against all damages and costs (including reasonable attorneys' fees) finally awarded against County (or finally settled upon) arising from or relating to any Claim of personal injury or tangible personal property damage (excluding data) of whatsoever nature or kind arising, in whole or in part, out of, as a result of, or in connection with the negligent, intentional, or willful misconduct of IPC's employees, subcontractors, or agents.

(c) **Notice.** The Parties acknowledge and agree that IPC's obligations under this Section 17 (Indemnification) are conditioned upon County providing IPC: (i) prompt written notice of the existence of such claim, suit, action or proceeding (each, a "Claim"); provided that a failure of the County to promptly notify IPC shall not relieve IPC of liability hereunder except to the extent that IPC's defenses to such Claim are materially impaired by such failure to promptly notify; (ii) sole control over the defense or settlement of such Claim, it being agreed that IPC shall not enter into any settlement imposing any liability or obligation on County without County's prior written consent; and (iii) assistance at IPC request and sole expense, to the extent reasonably necessary for the defense or settlement of such Claim.

18. INSURANCE

(a) **General.** IPC agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property and/or claims which may arise out of or result from IPC's activities, by whomever performed, in such coverage and amount as required and approved by the County. Acceptable proof of such coverage shall be furnished to County prior to commencement of activities under this Agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this Agreement, unless otherwise specified by County, in the minimum amounts specified below:

IPC shall provide evidence of the following coverages and minimum amounts:	
Type of Coverage	Minimum Limits
Wisconsin Worker's Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate

Bodily Injury & Property Damage to include: Personal Injury, Fire, Products and Completed Operations	
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Technology Error and Omissions Refer to Additional Provision 18(b)	\$10,000,000 Per Occurrence \$10,000,000 Aggregate
Cyber Liability Refer to Additional Provisions 18(c)	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

County will be included as an additional insured for General and Automobile and Cyber Liability as respects the services provided in this Agreement. A Waiver of Subrogation shall be afforded to County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated per AM Best's Rating Guide. Any requests for deviations or waiver of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

(b) Technology Errors & Omissions-Additional Provisions. IPC agrees to provide additional information on their Technology Errors & Omissions coverages as respects policy type, i.e., errors and omissions for consultants, architect, and/or engineers, etc.; applicable retention levels; coverage forms, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to the County Risk Manager as may be requested to obtain approval of coverages as respects this section.

It is understood and agreed that coverage which apply to the services inherent in this Agreement will be extended for two (2) years after completion of all work contemplated in this project if coverage is written on a claims-made basis.

It is understood that IPC will obtain information on the Technology Errors & Omissions coverage of all subcontractors in the same form as specified above for review by the County.

(c) Cyber Liability – Additional Provisions. IPC agrees to maintain and provide additional information on its Cyber Liability coverage as respects policy provisions, i.e., medial, security, privacy, regulatory, etc.; applicable retention levels; coverage form, i.e., claims made, occurrence; discover clause conditions; and, effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this Agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, Cyber Liability coverage will contain the following provision at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability cause by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.

- Privacy Liability Coverage, i.e., Liability coverage for defense costs and damages suffered by other for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

It is understood that IPC will obtain information on the Cyber coverage of all subcontractors in the same form as specified above for review by the County.

19. Targeted Business Enterprise Participation.

I. General

IPC shall comply with Chapter 42 of the Milwaukee County Ordinances. IPC shall prepare and submit TBE-14 commitment forms for each Targeted Business Enterprise ("TBE") company and report TBE utilization to the Community Business Development Partners ("CBDP") Office via B2G Now online payment program. B2G Now is Milwaukee County online system available to both Prime and Sub contractors at no charge. B2G Now training is available through CBDP. Failure to submit TBE-14 form and submit payment information as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed below.

When evaluating the performance of this Agreement, County reserves the right to conduct compliance reviews and request, both from IPC and TBE sub-consultant(s), documentation that would indicate level of compliance. If IPC is not in compliance with the specifications, County will notify IPC in writing of the corrective action that will bring IPC into compliance. If IPC fails or refuses to take corrective action as directed, County may take one or more of the actions listed below:

- Terminate or cancel the Agreement, in whole or in part.
- Remove IPC from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
- Impose other appropriate sanctions, including withholding any retainage or other contract payment due which are sufficient to cover the unmet portion of the TBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
- If IPC has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the Parties agree that the proper measure of damages for such noncompliance shall be the dollar amount of the unmet portion of the TBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, County may bring suit to recover damages up to the amount of the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

Definition of a TBE business: A TBE business is a for profit entity such as a DBE, Minority, Women or Small business; must be certified or registered with the following:

- DBE certified by the WisUCP
- MBE certified as a Minority Owned Business with the State of Wisconsin DOA
- WBE certified as a Women Owned Business with the State of Wisconsin DOA

SBE registered (B Federal Size Standards, NAICS and registered in SAM)

II. TBE Participation Goal

- A. The goal of CDBP is that each prime Contractor, IPC, shall utilize TBE Firms to a minimum of 17% TBE of the total Agreement. The approved TBE participation percentage for this Agreement is 10%. TBE participation requirement relative to this Agreement shall be based upon the approved Milwaukee County Commitment to Subcontract to TBE Firms (TBE-14) form. If IPC receives additional work on the Agreement in the form of change orders, addendum, etc. it shall be expected to increase TBE participation proportionally. For clarity, so long as IPC is considered a TBE, IPC will be considered to have satisfied the participation requirements of this paragraph.
- B. For a list of certified TBEs, call the Certification Section at (414) 278-4747. If you need additional assistance in the identification of TBEs, contact the Community Business Development Partners (CDBP) Office at (414) 278-5210 or cbdp@milwaukeecountywi.gov
- DBE certified directory <https://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>
- Minority or Women certified directory <http://wisdp.wi.gov/Search.aspx>
- C. IPC shall count towards the TBE requirement and be credited with one hundred percent (100%) of expenditures to TBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the Agreement and is performed directly by the listed certified TBE firm. The Director of the CDBP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- D. IPC is required to notify the CDBP Office if their TBE subcontractors will further subcontract out work on this project.
- E. Listing a TBE on the Commitment to Subcontract to TBE Firms form or Plan shall constitute a written representation and commitment that IPC has communicated and negotiated directly with the TBE firm(s) listed, and that it will use the listed firm(s). IPC will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to TBE Firms form for the work and price set forth thereon. This Agreement must be submitted to the CDBP Office within seven (7) days from the Notice to Proceed.
- F. If the TBE firm(s) cannot perform, or if IPC has a problem in meeting the TBE goal, or any other problem relative to the TBE goal requirement, IPC shall immediately contact the CDBP office at (414) 278-5248. If needed, IPC must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by IPC.
- G. TBE Utilization using B2G Now Online Payment System. IPC must submit payment to TBE contractors on the Milwaukee County's online payment system; B2G Now. Payment must be submitted even if no TBE activity took place during the period being reported. The County project manager will reject payment applications that are not in compliance with this section.
- H. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CDBP office.

20. FORCE MAJEURE

Except with respect to the payment of fees hereunder, neither Party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, limited to, Acts of God, war, terrorist acts and official, governmental and judicial action not the fault of the Party failing or delaying in performance, or the threat of any of the foregoing. Force majeure shall not be allowed unless within ten (10) calendar days of the occurrence of force

majeure, the Party whose performance is delayed thereby shall provide the other Party with a written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

21. ASSIGNMENT, MERGER OR ACQUISITION

(a) Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, IPC may assign or transfer this Agreement in the event of a merger, consolidation, stock transfer or sale of all or substantially all of its assets, provided however, that any such assignee: (i) is not debarred from doing business in the State of Wisconsin; and, (ii) holds similar or larger market share in the software industry. Any attempt to assign or transfer this Agreement in contravention of this Section 21 is void.

(b) **Subcontractors.** Any subcontractors to IPC or other parties performing work on this Agreement will be bound by the same terms and conditions of this Agreement. All subcontracts or other agreements for work performed on this Agreement will include a written notice that the subcontractors or other parties understand and will comply with all material terms and responsibilities of this Agreement. All subcontracts are subject to written approval by the County; and, the County shall not unreasonably withhold its approval of such subcontractor.

22. PUBLIC RECORDS

IPC understands that the County is bound by the public records law; and, as such, all of the terms of this Agreement are subject to and conditioned upon the provisions of Wis. Stats. § 19.21, et seq. IPC hereby agrees that it shall be obligated to assist County in retaining and timely producing records that are subject to the Wisconsin Public Records Law upon any statutory request having been made. Except as otherwise authorized by County in writing, records that are subject to the Wisconsin Public Records Law shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

In the event that County receives a request to disclose any IPC information as defined as “Confidential Information” or labeled as such by IPC, County will promptly provide IPC notice of the open records request to enable IPC to resist any required disclosure and/or to obtain suitable protection regarding such required disclosure by County. In the event the designation of “Confidential Information” of such IPC information is challenged by the requestor and IPC resists disclosure by County, IPC hereby agrees to provide legal counsel or other necessary assistance to County to defend the designation of confidentiality and agrees to indemnify and hold County harmless for any costs or damages arising out of County’s agreement to withhold such IPC information from disclosure.

23. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION

It is the policy of County that all contractors who provide services to the County by contract, shall, as a condition of providing services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, and if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

(a) Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended and rules adopted thereunder.

(b) The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA 12101 et seq.) as amended, and regulations promulgated thereunder.

IPC shall, as a condition of providing services, as required by law and/or the County’s Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served of an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual’s ability to perform the duties of a particular job or position, height, weight, political affiliation or marital status. Where there has been a conclusive finding that IPC has violated Federal, State, or Local equal opportunity statutes, ordinances,

rules/regulations, or policies, then IPC shall be barred from providing services to County for five (5) years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the County's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, or rules/regulations or policies during the course of time during which IPC is providing Deliverables and Services to County shall be regarded as a material breach of this Agreement, and County may terminate this Agreement effective as of the date of delivery or written notification to IPC.

24. DEBARMENT BY COUNTY

IPC may have any or all agreements with County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this material breaches of this Agreement.

Department action debaring IPC from future contractual relationships with County extends to all owners, partners, officers, board members, or stockholders of IPC and to all organizations, regardless of legal form of business, in which IPC or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with County.

If IPC has had one or more agreements with County terminated for cause or default, or that has been debarred from contracting opportunities with County for commission of any of the offenses enumerated above, it shall not be permitted to apply for, or engage in, providing services under any agreement with County for a minimum of two years from commencement date of termination or debarment.

As provided for in section 1128(c)(3)(B) of the Social Security Act (Act), if IPC is convicted of theft by fraud under Medicare, Medicaid, or any Federal health care program as defined in section 1128B(f) of the Act it shall be excluded from eligibility to participate in the Medicare and Medicaid programs, and all Federal health care programs for a minimum of five (5) years. The Act defines a Federal health care program as any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States government.

25. CERTIFICATION REGARDING DEBARMENT

IPC certifies to the best of its knowledge and belief, that its business entity; its principals, including all owners, partners, or stockholders; and IPC' personnel, including, but not limited to, IPC' employees, officers, directors, board members, consultants, contractor, and agents whether define as "Key Personnel" or not, billed for under this Agreement:

- (a) Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal health care program, or in Federal procurement or non-procurement programs; or
- (b) Have not been convicted of a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- (c) Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;

(d) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(e) Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (b); and

(f) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

26. MILWAUKEE COUNTY TECHNOLOGY DIRECTIVES

IPC hereby warrants that it has familiarized itself with the terms of Milwaukee County Acceptable Use of Information Technology Directive for Vendors and the Milwaukee County Remote Network Access Directive for Vendors, attached hereto and incorporated by reference herein; and, will make its employees, agents, servants or subcontractors aware of these directives.

27. COUNTY PERSONAL DATA, CUSTOMER RESOURCES AND IPC EMPLOYEE TERMINATION

(a) County, in its sole discretion, may permit IPC to have on-line access to County-designated networks and computer systems of the County ("County Resources") in order to facilitate IPC's ability to perform its obligations to County under this Agreement. The term "County Resources" also includes all information obtained, stored, or accessible on such networks and systems. If such access is granted, IPC will promptly give County, in writing, the names of IPC's employees, agents, servants or subcontractors who have a legitimate business need for such access to County Resources ("Authorized Personnel"), and County will provide a separate user identification code for each Authorized Personnel ("Password"). Only Authorized Personnel may access and use County Resources. Authorized Personnel will access and use County Resources solely for the purpose of fulfilling IPC's obligations to County under this Agreement ("Permitted Use"). Passwords and County Resources are provided on an "AS-IS" basis and constitute County Confidential Information. IPC is responsible for all costs and expenses it incurs, including background checks, it incurs in order to access Customer Resources, including the cost of any hardware, telecommunications services, network connections; and, software not furnished by the County. County may, in its sole discretion, terminate with or without cause, IPC's and/or any Authorized Personnel's access to County Resources at any time.

(b) IPC acknowledges and agrees that IPC (including the Authorized Personnel) have no expectation of privacy when using or accessing County Resources; and, that County may access, review, copy or delete any messages and files for any purpose and disclose them to any Party that County deems appropriate.

(c) IPC (including Authorized Personnel) will: (i) copy with all instructions County provides concerning access to County Resources; (ii) not access or attempt to access those County Resources that County has not authorized in writing to IPC to access; (iii) not modify, copy, store, transfer, install, delete or obtain programs or data from County Resources, unless County has expressly authorized IPC to do so in advance and in writing; (iv) not cause County to incur fees or service charges; and, (v) not change the configuration or topology of County Resources. IPC (including Authorized Personnel) will immediately cease accessing all County Resources upon the earliest to occur: (i) when IPC is no longer required to perform services under this Agreement; (ii) when notified by County to cease work; or, (iii) when this Agreement terminates or expires. IPC (including Authorized Personnel) will promptly notify County if it becomes aware of any unauthorized access to or use of County Resources.

(d) IPC (including Authorized Personnel) will immediately notify County verbally and in writing should IPC (including Authorized Personnel) become aware of any prohibited use or unauthorized access involving County Resources. IPC (including Authorized Personnel) will immediately cease accessing all County Resources upon the earlier to occur: (i) when no longer required to perform services under this Agreement; (ii) when notified by the County to cease work; or, (iii) when this Agreement terminates or expires.

(e) In the event, any IPC employee, agent, servant or subcontractor (including Authorized Personnel) terminates his or her employment/contract with IPC while providing services under this Agreement, IPC shall provide written notification to County within twenty-four (24) hours of such termination; and, County shall terminate any and all access such employee, agent, servant or subcontractor may have had to the County Resources.

(f) County reserves the right to audit and review, on an annual basis, and confirm that any and all Authorized Personnel for IPC are currently employed by IPC. IPC shall provide full and complete cooperation to the County in such an audit.

28. MODIFICATIONS, AMENDMENTS, WAIVERS

Unless in writing, no failure or delay by a Party to exercise any right it may have under this Agreement, shall operate as a waiver or modification of this Agreement; and, shall be construed to be a waiver of the right of such Party thereafter to enforce each and every provision of this Agreement. No waiver by a Party of any breach of this Agreement shall be deemed a waiver of any other breach. A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce such rights or to enforce any other subsequent breach.

This Agreement shall not be amended or modified unless executed in writing by the Parties.

29. CHOICE OF LAW; ARBITRATION AND REGULATION

(a) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Wisconsin, without application of any conflict laws provisions thereof. The United Nations Convention on the International Sales of Goods (CISG) shall not apply to the interpretation or enforcement of this Agreement. All legal actions hereunder shall be brought in the State of Wisconsin; and, the exclusive forum and venue for such disputes shall be Milwaukee County Circuit Court located in Milwaukee, Wisconsin. Each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum.

(b) **Arbitration.** In the event that the Parties are unable to resolve differences that may arise relating to this Agreement, all disputes arising from this Agreement shall be resolved through the Milwaukee County Circuit Court, unless both Parties agree to binding arbitration, which shall take place in Milwaukee, Wisconsin. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both Parties agree to submit disputes to a single arbitrator acceptable to both Parties. The arbitrator will be selected from a list compiled by the Parties' respective legal counsel. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least fifteen (15) years specializing in the field of general commercial litigation and is knowledgeable about software licensing contracts. The arbitrator shall base its award on applicable law and judicial precedent and unless both Parties agree, otherwise shall include in such awarded the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

(c) **Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from this Agreement and the remaining provision of this Agreement will remain in full force and effect.

(d) **Effect of Regulation.** Should any local, state or national regulatory authority having jurisdiction over County enter a valid and enforceable order upon County which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive County of a material part of its Agreement with IPC. In the event this order results in depriving County of material parts or raising their costs beyond that defined in this Agreement, County shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to IPC. Should the Agreement be terminated under such circumstances, such termination shall be considered a termination for convenience.

30. ADVERTISEMENT

IPC shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representations of the County unless IPC receives specific written authorization in advance from the County Administrator. IPC will not advertise on the property of the County unless it has received prior written approval from the County Administrator. Nothing in this paragraph shall preclude IPC from listing the County on its routine client list for matters of reference.

31. ANNUAL MAINTENANCE AND SUPPORT PLAN

If County elects to purchase services under the Annual Maintenance and Support Plan (“Plan”), the Parties and/or Third-Party Software Licensor will enter into a written Plan setting for terms and fees. If End User Agreements are required by the Parties and/or Third-Party Software Licensor, the End User Agreement shall be attached as an Exhibit to the Plan.

32. SECURITY REGULATIONS AND PROCEDURES

(a) IPC acknowledges that the County and its Affiliates are subject to Federal, State and Local Security Rules and Regulations; and, that the failure of IPC, its employees, agents, subcontractors or servants, to adhere to or fail to follow established security policies and procedures may subject it to monetary civil penalties, which may range from \$1,000 to \$25,000 per violation. See: 49 Code of Federal Regulations (CFR) 1542, 49 CFR 1520; and, Milwaukee County Ordinance 4.02(8)(c)(8).

(b) IPC acknowledges and understands that before its employees, agents, subcontracts or servants may work at the Airport, each person must:

- (i) Complete an Airport Badge application form;
- (ii) Complete and date an Authorized Signer training form;
- (iii) Be fingerprinted and successfully pass a fingerprint based Criminal History Records Check (“CHRC”); and,
- (iv) Complete and pass a Security Threat Assessment (“STA”).

The costs and fees for this process is the sole responsibility of IPC. Upon request, IPC will be provided with a summary of Airport Safety from County which details the Regulations, General Safety, Personal Safety, Vehicle Safety, Fee, Procedures; and, Estimated Times for Security Items.

(c) IPC acknowledges that all vehicles and personnel are subject to search at any time at the Airport; and, that failure to adhere to the Security Regulations and Procedures may result in IPC and/or its personnel or materials to be removed from the Airport.

33. COUNTY GENERAL PROJECT MANAGER INFORMATION:

County (Legal Name):	Milwaukee County	Cell #:	612-325-1888
Street Address (1):	901 North Ninth Street	Telephone #:	414-278-2028
Street Address (2):		Contact:	George Giffin
City, State:	Milwaukee, WI	Email:	George.Giffin@milwaukeecountywi.gov
Zip Code:	53233		

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR INTEGRATION PARTNERS, INC.:

By: _____ Date: _____

Laurie Panella, CIO
Department of Administrative Services
Information Management Services Division

By: _____ Date: _____

Name: _____

Title: _____

Taxpayer ID No.: _____

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

**REVIEWED REGARDING THE DISADVANTAGED
BUSINESS ENTERPRISE REQUIREMENTS:**

By: _____ Date: _____

Risk Manager

By: _____ Date: _____

**Community Business
Development Partners**

**APPROVED AS TO FUNDS AVAILABLE
WISCONSIN STATUTES §59.255(2)(e):**

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS**

By: _____ Date: _____

Office of the Comptroller

By: _____ Date: _____

Corporation Counsel

By: _____ Date: _____

Chris Abele, County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER § 59.42(2)(b)s,
STATS:**

By: _____ Date: _____

Corporation Counsel



Information Management Services Division

Department of Administrative Services

Title: Administrative Directive on Remote Network Access for Vendors **Issue Date:** 05/23/2017

Approval: Chief Information Officer

Supersedes: Based on Administrative Directive on Remote Network Access 09/17/2015

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Remote Network Access for Vendors • Remote Access: a secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network. • Vendor: a party in the supply chain that provides goods and services to the County; a third party or independent business partner • User: Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • IMSD Service Desk: Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
<p>Purpose:</p>	<p>Directive defining the Vendor requirements for remote access to County networks and systems from outside networks, computers, and agencies, when not using Microsoft DirectAccess. Microsoft DirectAccess is a technology that is used to provide a transparent tunnel to the County network for IMSD managed computing devices, and is the County standard solution for remote access.</p> <p>Access to publicly available web services is not considered “remote access” for the purposes of this directive.</p>
<p>Requesting Remote Access:</p>	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources that the requestor needs remote access to. Access will be granted to these resources only, and all change requests must go through the same procedure.</p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will</p>



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	<p>need access: Name, email address, contact phone number, company or agency, County resources to be accessed remotely, contract expiration date (if this need is based on a support or other contract with a defined end date)</p> <p>Each request will be reviewed by IMSD business analysts to validate the business need, and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>
Security Requirements:	<p>All user accounts for non-County users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk (see Definitions section) and provide the reason they are accessing the network. This will be reviewed, and if valid, the user account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A virus protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user's local network simultaneously) will be disabled for all remote users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>All remote user accounts will be configured for password expiration.</p> <p>Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote Users are required to notify the IMSD Service Desk (see Definitions section) immediately when leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a</p>



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	<p>device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords. Vendors should also notify the IMSD Service Desk of any employee changes.</p>
<p>Web or Client Based Remote Access Tools:</p>	<p>Web or client based remote access tools (examples: LogMeIn, Teamviewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor-supported systems. Permission will generally be denied for general Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.</p>
<p>Change Management:</p>	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. Users are responsible for following this process when connecting to Milwaukee County systems. If a User is unfamiliar with this process, the User should work with the IMSD business analyst for the department for which they are working, prior to making any changes to systems. If the IMSD business analyst is not known, please contact the IMSD Service Desk (see Definitions section).</p> <p>All exceptions made to the user account disabled rule will require the remote access requestor to read, understand, and comply with on the Milwaukee County change management process.</p>
<p>Approved Business Need:</p>	<p>All exceptions to this directive, or any subsections that require an “approved business need”, will be approved by the following process: 1) exception submitted to IMSD business analyst for the requesting department/division; 2) if business analyst agrees, request will then be submitted to Connectivity manager and reviewed; 3) if manager agrees, request will be submitted to CTO for final approval.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888.</p> <p>Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



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MILWAUKEE COUNTY ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS FOR VENDORS

VENDOR STATEMENT

_____ (Vendor name) acknowledges to be in receipt of the Milwaukee County Remote Network Access Directive for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor access or rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

Signature of Company representative

Printed name of Company representative

Date



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Title: Administrative Directive on Acceptable Use for Vendors **Issue Date:** 05/23/17
Approval: Chief Information Officer **Supersedes:** *Based on*
 Acceptable Use Directive 05/01/2015

<p>Definitions:</p>	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Acceptable Use for Vendors • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort. <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. • Vendor: a party in the supply chain that provides goods and services to the County; a third party or independent business partner • User: Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • IMSD Service Desk: Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
<p>Purpose:</p>	<p>This Directive sets out acceptable uses of the County’s Information System for Vendors and Vendor-specific Users.</p>



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IMSD Principles:	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County's business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not "personal," is subject to the County's monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>
Accountability and Enforcement:	<p>All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the Vendor's County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor's engagement.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



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User Procedures and Conduct:

1. The Information System

a. Access

- i.* Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.
- ii.* Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.
- iii.* Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.
- iv.* Users are accountable for all work, transactions and communications under their usernames and passwords.
- v.* Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.
- vi.* Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.

b. Inappropriate Activity

- i.* Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law
- ii.* Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.
- iii.* Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).



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c. Software

- i.* Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.
- ii.* Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.

d. Data and Physical Security

- i.* Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.
- ii.* Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section).
- iii.* Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.
- iv.* Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section).
- v.* Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.
- vi.* Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.



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e. Portable or mobile Hardware

- i.* Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.
- ii.* The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section).
- iii.* Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.
- iv.* Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.

2. Email and Texting, Instant Messaging, Social Media and Internet

a. General

- i.* Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.
- ii.* The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on ***Incidental Personal Use***.



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b. Email and Texting

- i.* Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.
- ii.* Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.
- iii.* Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.
- iv.* Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).
- v.* Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.

c. Instant Messaging

- i.* Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.
- ii.* Users may not send or receive file attachments via instant messaging services.
- iii.* Users must communicate only with known and trusted correspondents via instant messaging
- iv.* Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.



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	<p>3. Internet and Intranet</p> <p>a. Business Internet Access</p> <ul style="list-style-type: none"><i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times.<i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are in appropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.<i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.<i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.<i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.<i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.<i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law. <p>b. Social Media or Networking Sites</p> <ul style="list-style-type: none"><i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"><i>ii.</i> Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.<i>iii.</i> Interactions on social media or networking sites must comply with all County policies. <p>4. Incidental Personal Use</p> <ul style="list-style-type: none"><i>i.</i> Incidental Personal Use of the Information System consists of occasional, brief use of the Information System (including email or Internet) for short, routine, non-sensitive, non-confidential communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a quick check of the Internet for weather or news.<i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.<i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County. <p>5. Prohibited Uses</p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly prohibited:</p> <ul style="list-style-type: none"><i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.<i>ii.</i> Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users <u>may</u> use the Information System for <u>occasional, brief</u> access of online services such as online banking, using the User's personal email and account information.<i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts
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	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <i>iv.</i> A County email address may <u>not</u> be used as a User’s personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. <i>v.</i> Use of the Information System for gambling of any sort (including “social” gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. <i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
<p>Reporting Violations:</p>	<p>Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to:</p> <ul style="list-style-type: none"> ○ attempts to circumvent established computer security systems ○ use or suspected use of virus, Trojan horse hacker programs or any other intrusive program ○ obtaining or trying to obtain another User's password ○ using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules ○ illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.</p>
<p>Contact:</p>	<p>IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888</p>



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Department of Administrative Services

**MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS**

VENDOR STATEMENT

_____ (Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor access or rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

Signature of Company representative

Printed name of Company representative

Date

**Statement of Work
For
Milwaukee County**

This is a Fixed Fee Statement of Work (“SOW”) is effective this ____ day of March, 2018 (“Statement of Work Effective Date”) by and between Integration Partners Corporation, a Massachusetts corporation, with an office located at 12 Hartwell Avenue, Lexington, MA 02421 (“IPC” or “Contractor”) and Milwaukee County, a Wisconsin municipal body corporate, with a place of business at Procurement Division, 901 North Ninth Street, Milwaukee, Wisconsin 53233 (“County”) pursuant to the Master Service Agreement between County and IPC effective 2018 (together with all subsequent amendments, exhibits or attachments, collectively the “Agreement”).

I. Project Overview

IPC will design and deploy three (3) new Unified Communications Systems (“UC”) which will have the capability to integrate with one another; and, other County systems as specified in the Request for Proposal (“RFP”). In addition, IPC will provide maintenance and support for the UC the terms which will be agreed upon the Parties in a Support and Maintenance Agreement. The three (3) UC Systems shall be deployed to County Affiliates: County Proper, General Mitchell International Airport (“GMIA”) and the Milwaukee County Transit System (the “Core UC Locations”). The specific Software, Equipment and Hardware for all Milwaukee County Spheres as identified in Section IV. Service and Deliverables, is attached hereto as Exhibits A.1 and A.2.

II. Project Scope.

The scope of this SOW is based on the information given to IPC by County in the RFP, IPC Response to RFP; and, the Agreement.

III. Description of Services and Milestones

IPC will install the new CM Core platform at the Core UC Locations, each identified as a sphere for this SOW, will be installed during the first phase of the project in the Telephony Data Centers (“TDC”) sites for each sphere. They have been represented in the first two descriptions below to provide an overview of the flow of activities to be worked on.

The remaining locations have not yet been identified by the County. The terms for this remaining sphere will be addressed in another SOW.

IV. Services and Deliverables: IPC shall provide County with the following Services listed below .

A. IPC shall be responsible for; and, provide for each Sphere and Phase of this project the following:

1. Project management and project plan,
2. Joint implementation scheduling and planning for each location associated with the main CM platform,

3. Organize weekly project calls / meetings with technical engineering and database resources,
4. A site book providing a detailed overview of the installed system components, County provided IP/network address information, system access information and application overview,
5. Provide Demonstration and Training as set forth in RFP; and,
6. Create a Functional Test Plan and an Acceptance Criteria for the County.

B. County agrees to cooperate with and provide to IPC for each Sphere and Phase of this project the following:

1. A single point of contact general project manager,
2. Cooperate in scheduling and planning for each location associated with the main CM platform,
3. Attend weekly project calls / meetings with appropriate resources,
4. Discovery of all third-party applications that integrate or operate with the UC;
5. Compatibility for all third party applications and adjuncts to Avaya Aura 7 not specifically mentioned in the RFP is the responsibility of the County,
6. Subject to the County Directive, County will provide system access to the existing systems if required for project; and,
7. Any and all necessary communications to end users.

C. Numbering Plan: IPC will program the UC numbering plan as agreed by the Parties. The numbering plan will be reviewed with the both Parties prior to engagement of the system database programming.

D. Configuration of County Data Network: County will configure the County data network to satisfy Quality of Service (“QOS”) policies and meet minimum bandwidth requirements to support Voice Over IP (“VOIP”); and, IPC will provide County with recommendations for configuration.

E. Call Pilot Platforms: IPC will migrate the users and menus on the Call Pilot platforms operating at the County Proper locations to the Avaya Aura Messaging platform to provide Voice Mail services to all users with the Call Pilot Telephony User Interface (“TUI”) enabled for familiarity of message commands.

The Call Pilot Locations are found at:

1. Department of Health and Human Services
2. Court House
3. Children’s Court
4. Zoo
5. House of Corrections
6. GMIA

F. IPC shall provide the following Deliverables for Children’s Court -TDC 1:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Children’s Court – TDC 1
Platform	CM Core Platform
Solution Components/Applications/Software	Communication Manager (“CM”) R7 Avaya Aura Systems Manager (“SM”) R7 Sessions Managers (1) (“SM”) R7 Utility Services R7, Secure Access Link (“SAL”) Avaya Aura Messaging (“AAM”) Application Avaya Aura Messaging (“AAM”) Storage Session Border Controller HA (“SBC”) R7 (1) Aura Mailbox Message Licenses (3,766) PSTN SIP trunks Session Border Controllers (“SBC”) <ul style="list-style-type: none"> • Sip Trunk Licenses (250)
Hardware	G450 Gateway to support analog terminations <ul style="list-style-type: none"> • Avaya G-Series Media Gateways (1) • MM711 Analog Media Module 8 Port Combo (1) • MM716 Analog Media Module 24 Port (2) PSTN PRI terminations

G. IPC shall provide the following Deliverables for Children’s Court -TDC 2:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Children’s Court – Telephony Data Center 2
Platform	CM Core Platform
Solution Components/Applications/Software	Communication Manager (“CM”) R7 Avaya Aura Systems Manager (“SM”) R7 Sessions Managers (1) (“SM”) R7 Utility Services R7, Secure Access Link (“SAL”) Avaya Aura Messaging (“AAM”) Application Session Border Controller HA (“SBC”) R7 (1) PSTN SIP trunks Session Border Controllers (“SBC”) <ul style="list-style-type: none"> • Sip Trunk Licenses (250)
Hardware	None

H. IPC shall provide the following Deliverables for Children’s Court SC1000:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Children’s Court CS1000
Platform	CM Core Platform
Services	Configure the CS1000 to integrate with CM/Session Manager and Aura Messaging SIP/PRI Integration to CS1000 and AAM component Configure the CM/Session Manager to integrate with the CS1000 Test Message Waiting operation from Aura Messaging to the CS1000 users
Hardware	None

1. IPC’s Responsibilities:

- Equipment staging for the equipment listed below includes component assembly, loading all system software, firmware updates, uploading of Customer preliminary information, runtime / burn-in, and component and continuity testing
- Configure the gateway and user’s phones to be connected to the Core CM system at the core locations
- Planning and programming the location as a network segment into the Network Region and trunk routing plan
- Rack and stack all gateways into new or existing Customer provided data racks. Racking and stacking the equipment includes, but is not limited to, wire management, powering, activating data ports, preliminary steady state testing, trouble shooting, clearing troubles and error checking.
- Perform network QoS testing to verify ability to support VOIP in the LAN / WAN
- Migrate all users to Aura Messaging (counts identified above)
- Installation of 1 SIP / PRI integration to the CS1000 system to Aura Messaging

2. Based on the information provided by the data gathering, IPC shall program the following to:

- Installation and support for trunk connectivity and testing
- (900) IP Licenses
- (60) Analog Licenses
- (1,188) voice mailboxes
- (250) SIP Trunk Licenses
- (32) Analog Trunk connections and (1) PRI
- (1) Tie line connecting to the existing CS1000 system
- Paging or Music connections to the existing amplifiers
- Programming and testing of platform survivability, trunking, and 911
- Programming of up to two hundred eleven (211) fully functional auto attendants, including menu prompts and announcements and greetings
- Integration with the current system(s) in operation to verify numbering plan for end users
- Off line testing of numbering between systems prior to cutover
- Integration / verification testing with Managed Engine workforce planning tool (need further details on integration requirements and connectivity options)

- Installation and configuration of hardware / software for Aura Messaging integration
- Installation and configuration of (1) SIP PRI Gateway
- Test Message waiting indication / operation / Integration with Aura Messaging to CS1000
- Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot
- Labeling of telecom system related components and cabling
- Training for end users on telephone station and mailbox features
- Cutover will include trunk migration and database conversion
- On-site switch room cutover support (2) System Engineers for the first day of business
- Cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices
- Complete Move, Add, Change Orders post cutover if applicable
- Provide site documentation site closure information to County post cutover

3. County Responsibilities:

- Agency, planning and ordering of any changes to the PSTN circuits
- Planning and scheduling of cutover and first day of business support
- Third party application discovery and resolution planning
- Provide IP addresses and other network information for the project workbook
- All communications to the end user community
- Support for testing of platform survivability and 911
- Recording all recorded announcements and greetings
- Data gathering and discovery verification for up to two hundred eleven (211) auto attendants
- Data gathering verification from existing systems in operation
- Provide on-site support and / or security escort(s) for Integration Partners engineers.
- On-site cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices

I. IPC shall provide the following Deliverables for Children’s Court CS1000 – Fiber Remote Locations:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Children’s Court CS1000– Fiber Remote Locations: <ul style="list-style-type: none"> • Mental Health Complex • Parks Administration • Fleet Maintenance • Patrol/Highway • Transportation • Facilities
Platform	CM Core Platform
Services	Migrate all users to Aura Messaging Test Message waiting indication/operation/Integration with Aura Messaging to CS1000 Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot

	On-site switch room cutover support (1) System Engineer for the first day of business
Hardware	None

Note: Norstar Locations: Parks Maintenance, Patrol / Highway, Transportation – will not be migrated to the Aura Messaging platform until they are migrated to the CM system.

J. IPC shall provide the following Deliverables for the Court House:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Court House
Platform	CM Core Platform
Solution Components/Applications/Software	Communication Manager (“CM”) R7 Avaya Aura System Manager (“SM”) R7 (1) Session Managers (“SM”) R7 Utility Services R7, Secure Access Link (“SAL”) Avaya Aura Messaging (AAM) Application Avaya Aura Messaging (AAM) Storage (1) Session Border Controller HA (“SBC”) R7 Aura Mailbox Message Licenses (counts identified above) (250) Sip Trunk Licenses
Hardware	(1) - Avaya G-Series Media Gateway (1) - MM711 Analog Media Module 8 Port Combo (1) - MM710 E1/ T1 Media Module (1) - MM716 Analog Media Module 24 Port (668) - 96XX Line Cord (1) - 120A CSU Cable (4) - 12 Button Add On Module (3) - B100 External Microphone (3) - B179 SIP Conference Phones (668) - 9608G IP Phones

1. IPC’s Responsibilities:

- Verify all VMware servers and storage devices
- Provide onsite resources to install CM 7.x.
- Install the CM, Aura Messaging applications on County provided VMware

- Equipment staging for the equipment listed below includes component assembly, loading all system software, firmware updates, uploading of Customer preliminary information, runtime / burn-in, and component and continuity testing
- Data gathering and discovery for phone / station programming for up to three (3) phone templates
- Meeting with department heads / end users to determine telephone system programming and call handling for the new system
- Configure the gateway and (668) user’s phones to be connected to the Core CM system at the core locations

- Planning and programming the location as a network segment into the Network Region and trunk routing plan
 - Program the users to be part of the core numbering plan (5 Digits)
 - Rack and stack all gateways into new or existing Customer provided data racks. Racking and stacking the equipment includes, but is not limited to, wire management, powering, activating data ports, preliminary steady state testing, trouble shooting, clearing troubles and error checking.
 - Perform network QoS testing to verify ability to support VOIP in the LAN / WAN
 - Migrate all users to Aura Messaging
 - Installation of 1 SIP / PRI integration to the CS1000 system to Aura Messaging
2. Based on the information provided by the data gathering, IPC shall program the following to:
- Installation and support for trunk connectivity and testing
 - (668) 9608G IP phone stations in accordance with the three (3) phone templates agreed upon by both parties
 - (19) - J129 Phones
 - (12) - 12 Button Modules for 9608G phones
 - (3) - B179 conference phones
 - (45) - Analog Stations
 - (1685) - Voice mailboxes
 - (4)- Analog Port, Trunk connections
 - (1)- PRI PSTN circuits
 - (250) - SIP trunks
 - (1) –SIP / PRI gateway integration
 - Paging or Music connections to the existing amplifiers
 - Programming and testing of platform survivability, trunking, and 911
 - Program and connect Power Fail Transfer ports to the new gateway
 - Programming of up to (82) fully functional “auto attendant,” including menu prompts and announcements and greetings
 - Installation and placement of all new phones, including firmware updates, wiring for cross connects, patch cables, testing and troubleshooting
 - Installation and configuration of hardware / software for Aura Messaging integration
 - Installation and configuration of (1) SIP PRI Gateway
 - Test Message waiting indication / operation / Integration with Aura Messaging to CS1000
 - Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot
 - Labeling of telecom system related components and cabling
 - Training for end users on telephone station and mailbox features that are migrating to new phones
 - Cutover will include trunk migration and database conversion
 - Migrate all users to Aura Messaging
 - On-site switch room cutover support (2) System Engineers for the first day of business
 - Local on-site or remote Database Engineer support for the first day of business
 - On-site cutover support (1) Trainer for the first day of business each segment cutover
 - Cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices
 - Complete Move, Add, Change Orders post cutover if applicable

- Remove the existing telephone stations from the location that were replaced if required
- Provide site documentation site closure information to County post cutover

3. County Responsibilities:

- County will plan and order any changes to the PSTN circuits
- Planning and scheduling of cutover and first day of business support
- Third party application discovery and resolution planning
- Provide IP addresses and other network information for the project workbook
- All communications to the end user community
- Support for testing of platform survivability and 911
- Recording all recorded announcements
- Data gathering and discovery verification for up to XX (XX) auto attendants
- Data gathering verification from existing systems in operation
- Provide on-site support and / or security escort(s) for Integration Partners engineers.
- On-site cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices

K. IPC shall provide the following Deliverables for the Domes – CS1000:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Domes – CS1000
Platform	CM Core Platform
Services	Configure the CS1000 to integrate with the CM / Session Manager and Aura Messaging (1) SIP / PRI Integration to CS1000 and AAM component Configure the CM / Session Manager to integrate with the CS1000 Pre-Test Message Waiting operation from Aura Messaging to the CS1000 users Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot Migrate all users to Aura Messaging Verify Message waiting indication / operation / Integration with Aura Messaging to CS1000 On-site switch room cutover support (1) System Engineer for the first day of business
Hardware	None

L. IPC shall provide the following Deliverable for the Marcia P. Coggs (“DHHS”) – CS1000:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Marcia P. Coggs (“DHHS”) – CS1000
Platform	CM Core Platform
Services	Configure the CS1000 to integrate with the CM / Session Manager and Aura Messaging (1) SIP / PRI Integration to CS1000 and AAM component Configure the CM / Session Manager to integrate with the CS1000 Pre-Test Message Waiting operation from Aura Messaging to the CS1000 users Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot Migrate all users to Aura Messaging Verify Message waiting indication / operation / Integration with Aura Messaging to CS1000 On-site switch room cutover support (1) System Engineer for the first day of business
Hardware	None

M. IPC shall provide the following Deliverables for the House of Corrections – CS1000:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	House of Corrections – CS1000
Platform	CM Core Platform
Services	Configure the CS1000 to integrate with the CM / Session Manager and Aura Messaging (1) SIP / PRI Integration to CS1000 and AAM component Configure the CM / Session Manager to integrate with the CS1000 Pre-Test Message Waiting operation from Aura Messaging to the CS1000 users Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot Migrate all users to Aura Messaging Verify Message waiting indication / operation / Integration with Aura Messaging to CS1000 On-site switch room cutover support (1) System Engineer for the first day of business
Hardware	None

N. IPC shall provide the following Deliverables for the Zoo – CS1000:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Zoo -CS1000
Platform	CM Core Platform
Services	Configure the CS1000 to integrate with the CM / Session Manager and Aura Messaging (1) SIP / PRI Integration to CS1000 and AAM component Configure the CM / Session Manager to integrate with the CS1000 Pre-Test Message Waiting operation from Aura Messaging to the CS1000 users Aura Messaging instructions provided to County for end users migrating to Aura Messaging from Call Pilot Migrate all users to Aura Messaging Verify Message waiting indication / operation / Integration with Aura Messaging to CS1000 On-site switch room cutover support (1) System Engineer for the first day of business
Hardware	None

O. IPC shall provide the following Deliverables for Building 633:

SERVICES FOR COUNTY PROPER PHASE 1 – 2018	
Sphere 1 – Location	Building 633
Platform	CM Core Platform
Services	Configure the gateway and user’s phones to be connected to the Core CM system at the core locations Program the users to be part of the core numbering plan (4 Digits) Perform network QoS testing to verify ability to support VOIP in the LAN / WAN Installation and support for analog trunk connectivity and testing
Hardware	(196) 9608G IP phone stations in accordance with the three (3) phone templates agreed upon by both parties (4) J129 Phones (8) B179 conference phones (8) Analog Stations voice mailboxes (total count identified above) (2) Analog Port, Trunk connections (1) PRI PSTN circuit

1. IPC's Responsibilities:

- Equipment staging for the equipment listed below includes component assembly, loading all system software, firmware updates, uploading of County preliminary information, runtime / burn-in, and component and continuity testing
- Data gathering and discovery for phone / station programming for up to three (3) phone templates
- Meeting with department heads / end users to determine telephone system programming and call handling for the new system
- Configure the gateway and user's phones to be connected to the Core CM system at the core locations
- Planning and programming the location as a network segment into the Network Region and trunk routing plan
- Program the users to be part of the core numbering plan (4 Digits)
- Rack and stack all gateways into new or existing County provided data racks. Racking and stacking the equipment includes, but is not limited to, wire management, powering, activating data ports, preliminary steady state testing, trouble shooting, clearing troubles and error checking.
- Perform network QoS testing to verify ability to support VOIP in the LAN / WAN

2. Based on the information provided by the data gathering, IPC shall program the following to:

- Installation and support for analog trunk connectivity and testing
- (4) J129 Phones
- (8) B179 conference phones
- (8) Analog Stations
- voice mailboxes (total count identified above)
- (2) Analog Port, Trunk connections
- (1) PRI PSTN circuit
- Paging or Music connections to the existing amplifiers
- Programming and testing of platform survivability, trunking, and 911
- Program and connect Power Fail Transfer ports to the new gateway
- Installation and placement of all new phones, including firmware updates, wiring for cross connects, patch cables, testing and troubleshooting
- Labeling of telecom system related components and cabling
- Training for end users on telephone station and mailbox features
- Cutover will include trunk migration and database conversion
- On-site switch room cutover support (1) System Engineer for the first day of business
- Local on-site or remote Database Engineer support for the first day of business
- On-site cutover support (1) Trainer for the first day of business each segment cutover
- Cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices
- Complete Move, Add, Change Orders post cutover if applicable
- Remove the existing telephone stations from the location if required
- Remove the existing telephone system switch hardware from the location if required
- Provide site documentation site closure information to County post cutover

3. County Responsibilities:

- Agency, planning and ordering of any changes to the PSTN circuits
- Planning and scheduling of cutover and first day of business support
- Third party application discovery and resolution planning
- Provide IP addresses and other network information for the project workbook
- All communications to the end user community
- Support for testing of platform survivability and 911
- Recording all recorded announcements
- Data gathering verification from existing systems in operation
- Provide on-site support and / or security escort(s) for Integration Partners engineers.
- On-site cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices

P. IPC shall provide the following Deliverables to Sphere 2 – GMIA Locations:

1. IPC will install the new CM Core platform at the two Telephony Data Centers (TDC's) at the GMIA, as well as peripheral applications System Manager, Session Managers and Aura Messaging on VMware servers provided by the County. G450 gateways to support analog terminations as well as PSTN PRI terminations will be installed in each core locations.

2. For PSTN SIP trunks Session Border Controllers (SBC) will be installed at a TDC core location.

3. In addition to the core CM, several adjunct locations will be installed as part of this project phase.

4. The CM numbering plan will be programmed as the North American E.164 formatting using four (4) digit short codes for station-to-station calling. The numbering plan will be reviewed with the County prior to engagement of the system database programming.

5. The County data network will need to be configured with Quality of Service ("QOS") policies and meet minimum bandwidth requirements to support Voice Over IP ("VOIP").

6. IPC project team estimates that it will need up to twenty (20) weeks of remote and on-site project support in preparation for the installation.

7. IPC shall at all time comply with the terms, conditions and requires as set forth in Paragraphs 8(b). Sensitive Security Information and 32. Security Regulations and Procedures set forth in the Agreement, when it, its employees, agents, subcontractors or servants while performing the Services set forth in this Agreement and SOW at any of the GMIA locations.

8. IPC provide the following general deliverables to the GMIA:

- Project management
- Joint implementation scheduling and planning for each location associated with the main CM platform

- Attend weekly project calls / meetings with technical engineering and database resources
- A site book providing a detailed overview of the installed system components, County provided IP/network address information, system access information and application overview
- An acceptance test plan

9. County implementation team will provide the following general deliverables:

- Project management and project plan.
- Joint implementation scheduling and planning for each location associated with the main CM platform
- Attend weekly project calls / meetings with technical engineering and database resources, network resources
- Discovery of all third-party applications
- Compatibility for all third-party applications and adjuncts to Avaya Aura 7
- Provide system access to the existing systems if required
- All communications to end users

Q. IPC shall provide the following Deliverables to the GMIA -Telephony Data Center 1:

SERVICES FOR GMIA PHASE 1 – 2018	
Sphere 2 – Location	GMIA– Telephony Data Center 1
Platform	CM Core Platform
Solution Components/Applications/Software	Communication Manager (“CM”) R7 Avaya Aura System Manager (“SM”) R7 (1) Session Managers (“SM”) R7 Utility Services R7, Secure Access Link (“SAL”) Avaya Aura Messaging (AAM) Application Avaya Aura Messaging (AAM) Storage <ul style="list-style-type: none"> • (350) Aura Mailbox Message Licenses (1) Avaya G-Series Media Gateways (1) Session Border Controller HA (“SBC”) R7 <ul style="list-style-type: none"> • (250) Sip Trunk Licenses
Hardware	(1) - Avaya G-Series Media Gateway (1) - MM711 Analog Media Module 8 Port Combo (2) - MM716 Analog Media Module 24 Port (280) - 96XX Line Cord (1) - 120A CSU Cable (30) - 12 Button Add On Module (280) - 9608G IP Phones

1. IPC's Responsibilities:

- Verify all VMware servers and storage devices
- Provide onsite resources to install CM 7.x.
- Install the CM, Aura Messaging applications on County provided VMware

R. IPC shall provide the following Deliverables for GMIA – Telephony Data Center 2:

SERVICES FOR GMIA PHASE 1 – 2018	
Sphere 2 – Location	GMIA – Telephony Data Center 2
Platform	CM Core Platform
Solution Components/Applications/Software	Communication Manager (“CM”)R7 Avaya Aura System Manager (“SM”) R7 (1) Session Managers (“SM”) R7 Utility Services R7, Secure Access Link (“SAL”)
Hardware	None

1. Integration Partners' Responsibilities:

- Verify all VMware servers and storage devices
- Provide onsite resources to install CM 7.x.
- Install the CM, Aura Messaging applications on County provided VMware

S. IPC shall provide the following Deliverables to GMIA Terminal Buildings and Remote Buildings:

SERVICES FOR GMIA PHASE 1 – 2018	
Sphere 2 – Location	GMIA – Terminal Buildings and Remote Buildings <ul style="list-style-type: none"> • Parking Structure • Business Park • Fire Station
Platform	CM Core Platform
Solution Components/Applications/Software	None
Hardware	(3) Avaya G-Series Media Gateway (3) MM711 Analog Media Module 8 Port Combo

1. IPC's Responsibilities:

- Equipment staging for the equipment listed below includes component assembly, loading all system software, firmware updates, uploading of County preliminary information, runtime / burn-in, and component and continuity testing
- Data gathering and discovery for phone / station programming for up to three (3) phone templates
- Meeting with department heads / end users to determine telephone system programming and call handling for the new system
- Configure the gateway and user's phones to be connected to the Core CM system at the core locations
- Planning and programming the location as a network segment into the Network Region and trunk routing plan
- Program the users to be part of the core numbering plan (4 Digits)
- Rack and stack all gateways into new or existing County provided data racks. Racking and stacking the equipment includes, but is not limited to, wire management, powering, activating data ports, preliminary steady state testing, trouble shooting, clearing troubles and error checking.
- Perform network QoS testing to verify ability to support VOIP in the LAN / WAN

2. Based on the information provided by the data gathering, IPC shall program the following to:

- Installation and support for trunk connectivity and testing
- Up to (280) IP phone stations in accordance with the three (3) phone templates agreed upon by both parties
- Up to (40) Analog Stations
- Up to (350) voice mailboxes with email integration
- Up to (18) Analog Trunk connections
- Paging or Music connections to the existing amplifiers
- Programming and testing of platform survivability, trunking, and 911
- Program and connect Power Fail Transfer ports to the new gateway if required.
- Programming of up to eighteen (18) fully functional "auto attendant," including menu prompts and announcements and greetings
- Integration with the current system(s) in operation to verify numbering plan for end users
- Off line testing of numbering between systems prior to cutover
- Integration / verification testing with TrackIT management tool
- Installation and placement of all new phones, including firmware updates, wiring for cross connects, patch cables, testing and troubleshooting
- Labeling of telecom system related components and cabling
- Training for end users on telephone station and mailbox features
- Cutover will include trunk migration and database conversion
- On-site switch room cutover support (3) System Engineers for the first day of business
- Local on-site or remote Database Engineer support for the first day of business
- On-site cutover support (1) Trainer for the first day of business for each segment cutover.

- Cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices
- Complete Move, Add, Change Orders post cutover if applicable
- Remove the existing telephone stations from the location if required
- Remove the existing telephone system switch hardware from the location if required
- Provide site documentation site closure information to County post cutover

3. County Responsibilities:

- Agency, planning and ordering of any changes to the PSTN circuits
- Planning and scheduling of cutover and first day of business support
- Third party application discovery and resolution planning
- Provide IP addresses and other network information for the project workbook
- All communications to the end user community
- Support for testing of platform survivability and 911
- Recording all recorded announcements
- Data gathering and discovery verification for up to eighteen (18) auto attendants
- Data gathering verification from existing systems in operation
- Provide on-site support and / or security escort(s) for Integration Partners engineers.
- On-site cutover support for the scheduled cutover that includes staffing a help desk on the first day of business, test end user locations and troubleshoot any issues with the devices

IV. FEES, PAYMENT SCHEDULE AND MILESTONES.

Start Date: Statement of Work Effective Date

Projected End Date: Six Weeks from Statement of Work Effective Date

The installation time line for this project is dependent upon certain milestones set forth below. Upon the occurrence of each milestone, IPC shall complete the related action item within the timeframes set forth below.

PHASE I MILESTONES FOR SPHERES 1 AND 2				
Milestone		Description	Payment Schedule	
			Percentage of Total Fees	Fees
1	Contract execution	Contract is fully executed and provided to all parties. IPC will provide all Software license and warranties.	33.33%	\$304,863.28
2	Hardware Delivery and Acceptance	Hardware Delivery to All Locations in Sphere 1 – County Proper and Acceptance by County of Hardware	33.33% ¹	\$243,476.43
2.	Hardware Delivery and Acceptance	Hardware Delivery to All Locations in Sphere 2 – GMIA and Acceptance by County of Hardware	33.33% ²	\$61,386.86
3	Completion of Services	The System, all selected options have passed all acceptance tests; all punch list items are completed, all documentation is received by the County, all contracted training is completed, all Deliverables and Services are accepted by the County; and, a written Notice of Acceptance is provided to IPC for All Locations in Sphere 1 – County Proper.	33.33% ¹	\$243,476.43
3.	Completion of Services	The System, all selected options have passed all acceptance tests; all punch list items are completed, all documentation is received by the County, all contracted training is completed, all Deliverables and Services are accepted by the County; and, a written Notice of Acceptance is provided to IPC for All Locations in Sphere 2 – County GMIA.	33.33% ²	\$61,386.87
4	Training	Training to system administrators and for end users (train-the-trainer).	0%	0
Total:			100%	\$914,589.87

1 Sphere 1 – County Proper has a Fixed Fee of \$730,429.28, a third of this total portion will be paid to IPC upon completion of this Milestone.

1 Sphere 2– GMIA has a Fixed Fee of \$184,160.59, a third of this total portion will be paid to IPC upon completion of this Milestone.

VI. Cost (indicate all that apply)

Milwaukee County Fixed Fee of \$730,429.28

The above Fixed Fee includes materials, implementation and expenses

The above Fixed Fee does not include materials and expenses

GMIA for Milwaukee County Fixed Fee of \$184,160.59

The above Fixed Fee includes materials, implementation and expenses

The above Fixed Fee does not include materials and expenses

VII. Training.

A. IPC will provide the following End-user training for County:

- “Train-the-Trainer” in-house training for County employees to conduct training for present and future employees.
- The “Train -the-Trainer” training shall be conducted prior to each cutover for each phase for approximately twenty-five (25) County employees. IPC to provide qualified, full time instructors and live telephones.
- IPC trainer to conduct ten to twelve (10-12) group familiarization classes for end users interested in the capabilities and functions of the new system. These sessions are to take place within a one-week period prior to each phase of cutover at a time and place set by County.
- IPC to provide “Train-the-Trainer” classes on the use of the telephone system and voice mail. Class size shall not exceed ten (10) people and shall be at least forty-five (45) minutes in length.
- IPC shall provide customized training for each system or Phase based on the County feature set for Call Center staff and Call Center Supervisors focused on specialized features of call center operations and management. Class size should not exceed ten (10) people for each session.
 - IPC shall provide customized training for all Call Center ACD Agents emphasizing agent features and capabilities. Such training shall be separate from general user training; and, will at least one (1) hour in length.
 - IPC shall provide customized training for all Call Center ACD Agents emphasizing supervisor features and capabilities including the computer interface for monitoring and reporting. Such training shall be separate from general user and ACD Agent training; and, will at least one (1) hour in length.
- IPC will provide all end-user training material, user guides, reference materials, other documents, booklets, or guides associated with the use and operation of the System as well as streaming video, DVD and web-based training programs.
- IPC acknowledges and accepts that the County has the right to customize or have customized all such material and to copy, reproduce, and distribute such materials at its own costs for its own use in the future. County’s customization of training material shall not void any warranties. The initial costs or fees, if any, for this material has been included in the fees for

the Service rendered under this SOW. All material provided by IPC to County shall be in a web ready format for posting on the County web sites for access via the County network.

- IPC shall present the training plan and material to County Project Manager at least thirty (30) business days prior to the first training session. County retains the right to revise the training plan and material up to ten (10) business days prior to the first training session.

B. IPC will provide the following IT staff training for County:

- IPC shall provide specialized training to Twelve to fifteen (12 -15) County staff members on the following: Basic system administration, Advance system administration and Unified Messaging administration.
- At the conclusion of the administrator training, attendees in the Advanced training classes should be eligible to be manufacturer certified and able to contact the manufacturer's technical assistance group directly and receive full technical support for the system.
- IPC shall provide training for County help desk personal, approximately twenty (20) employees, at least two (2) weeks prior to cutover, to enable help desk personnel to become familiar with the system. As a result of this training, help desk personnel shall be the primary point of contact for System support issues.
- IPC agrees to permit County to record any of the training sessions. Training material and existing recordings as described in this SOW shall be provided off-line; and, for perpetual use by the County.

C. If IPC elects to conduct any or all staff training by using courses taught at a location other than one provided by the County, all costs (including travel, lodging, meals, etc.) shall be paid by IPC.

VIII. Additional Terms and Conditions

A. IPC may not increase the hourly labor rates quoted above in Section II during the duration of this Statement of Work.

B. Contact Persons

IPC will appoint a IPC Contact Person when the time for performance nears, and IPC will communicate that person's name and information to the County Contact Person identified below:

County Contact Person

Name: George Giffin / Project Manager
Milwaukee County Department of Administrative Services

Address: 633 W Wisconsin Ave, Ste 1100, Milwaukee, WI 53203

Office 414-278-2028

Cell 612-325-1888

Email: George.giffin@milwaukeecountywi.gov

The County Contact Person is authorized to approve materials and Services provided by IPC, and IPC may rely on the decisions and approvals made by the County Contact Person (except that IPC understands that County may require a different person to sign any Change Orders amending this Statement of Work). The County Contact Person will manage all communications with IPC, and when services are performed at a County-designated location, the County Contact Person will be present or available.

C. Change Order

This Statement of Work may be modified or amended only in a Change Order drafted by IPC generally in the form provided on Exhibit C-3 of the Agreement and signed by both County and IPC.

In acknowledgement that the parties below have read and understood this SOW and agree to be bound by it, each party has caused this SOW to be signed and transferred by its respective authorized representative.

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

FOR INTEGRATION PARTNERS, INC.:

By: _____ Date: _____

By: _____ Date: _____

Laurie Panella, CIO
Department of Administrative Services
Information Management Services Division

Name: _____

Title: _____

Taxpayer ID No.: _____

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.



EXHIBIT A.1

Milwaukee County

Unified Communication for Milwaukee County Phase I - Bill
of Materials for SOW

Prepared By: Jeff Morgan

Date: March 03, 2018

Quote #: 028166 v1

Unified Communication for Milwaukee County Phase I - Bill of Materials for SOW

Quote Information:	Prepared For:	Ship To:	Bill To:	Prepared By:
Quote #: 028166	Milwaukee County	Milwaukee County	Milwaukee County	Integration Partners
Version: 1	George Giffin	George Giffin	George Giffin	Jeff Morgan
Delivered: 03/03/2018	633 W. Wisconsin Ave	633 W. Wisconsin Ave	633 W. Wisconsin Ave	317-813-5126
Expires: 04/02/2018	Milwaukee WI 53203	Milwaukee WI 53203	Milwaukee WI 53203	Fax 781-357-8500
	George.giffin@milwaukeecount ywi.gov	George.giffin@milwaukeecount ywi.gov	George.giffin@milwaukeecount ywi.gov	jmorgan@integrationpartners.com
	414-278-2028	414-278-2028	414-278-2028	

No Promo - SBA Eligible

Childrens Court

Qty	Manufacturer	Part Number	Description
1		185446	AVAYA COMMUNICATIONS SOLUTION
1		184048	MODULAR MESSAGING MODEL
1		270426	MSG MEDIA ENCRYPTION LIC:DS
1		340055	AVAYA DIAGONSTIC SRVR SAL GATEWAY SFTW ONLY LIC:DS
1		390065	MESSAGING R7.X VIRTUAL PLATFORM SOLUTION TRACKING
2		390068	MESSAGING R7.X VIRTUAL APPLIANCE SYSTEM LIC:DS
3766	Avaya	392845	CORE SUITE R7 MSG R7 BASIC TO MAINSTREAM UPLIFT LIC:NU
3766		390069	MESSAGING R6.X AVAYA STORE SEAT TRACKING LIC:CU
3		700512621	MESSAGING R7.0 VIRTUAL APPLICATION DVD
1		232258	SUPPORT ADVANTAGE MESSAGING MODEL
1		284955	SA PREFER DIAGNOSTIC SRVR R2 SAL 2.3 GTWY STANDALONE
1		284956	UPGRADE ADVANTAGE DIAGNOSTIC SRVR R2 SAL 2.3 GTWY STANDALONE
3		343335	SA PREFER SUPT MSG R7 VIRTUAL APPL SYS 3YR AN PREPD
1		343341	SA PREFER SUPT MSG R7 VIRTUAL PLTFRM SOLUTION 3YR AN PREPD
1		184716	CM S8700 MULTI CONNECT MODEL UPGRADE
1		259401	MEDIA ENCRYPTION R6 /MBT LIC:DS
1		307098	AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA LIC:DS
2		308257	ASBCE R6 VIRTUAL PLATFORM NEW STYSTEM TRACKING CODE
36		340153	AV EQNX MTGS ONLINE RIGHT TO DISCOUNT
1		380002	SESSION MANAGER R7 VE VAPPLIANCE SYSTEM LIC:DS,NU,SR
2		380004	SESSION MANAGER R7 SYSTEM LIC:DS,NU,SR

Childrens Court

Qty	Manufacturer	Part Number	Description
1		380049	AURA R7 CM VIRTUAL PLATFORM SOLUTION MIGRATION TRACKING
1		380228	AURA SYSTEM MANAGER R7 VE VAPPLIANCE SYSTEM LIC:DS,SR
1		380229	SYSTEM MANAGER R7 VIRTUAL PLATFORM NEW SYSTEM TRACKING
1		380294	AES R7 VE VIRTUAL APPLIANCE LIC:DS
1		380295	APPL ENBLMNT R7 NEW SYSTEM TRACKING
1		380298	APPL ENBLMNT R7 PLDS ENABLE FOR APPLICATION SPECIFIC LICENSING LIC:DS
1		380349	AURA R7 CM VE VAPPLIANCE SYS LIC:DS,SR
1		380360	AURA R7 CM DUPLICATE MAC VE VAPPLIANCE SYS LIC:DS,SR
113		380364	AURA R7 ANALOG NEW LIC:NU
3766		380411	AURA R7 CORE SUITE AVAYA SW INVEST PROTECTION POLICY LIC:NU;CU;SR
258		380413	CORE SUITE R7 ASBCE R7 STD SVCS /E LIC:CU
129		380414	CORE SUITE R7 ASBCE R7 ADV SVCS /E LIC:CU
258		380415	CORE SUITE R7 ASBCE R7 STD HA LIC /E LIC:CU
129		380416	CORE SUITE R7 ASBCE R7 ADV HA LIC /E LIC:CU
3766		380418	CORE SUITE R7 AVAYA MULTIMEDIA MSG BASIC USER R6 /E LIC:NU
3766		380419	CORE SUITE R7 EQUINOX IPAD R3 /E LIC:NU
3766		380420	CORE SUITE R7 EQUINOX WIN R3 /E LIC:CU
3766		380421	CORE SUITE R7 EQUINOX MOBILE R3 /E LIC:NU
3766		380422	CORE SUITE R7 AES UNIFIED DESKTOP R7 /E LIC:CU
1		380423	CORE SUITE R7 INTG MGMT SITE ADMINISTRATION R6 /E LIC:DS
3766		380424	CORE SUITE R7 EC500 SINGLE MODE R9 /E LIC:NU
3766		380425	CORE SUITE R7 ONE-X CES R6 /E LIC:CU
3766		380426	CORE SUITE R7 VIDEO R7 /E LIC:NU
3766		380429	CORE SUITE R7 PRESENCE SERVICES R7 /E LIC:NU
3766		380430	CORE SUITE R7 AVAYA BREEZETM R3 USER /E LIC:CU
3766		380432	CORE SUITE R7 CMM R7 /E LIC:NU
3766		380434	CORE SUITE R7 EQUINOX MAC R3 /E LIC:NU

Childrens Court

Qty	Manufacturer	Part Number	Description
3766		380435	CORE SUITE R7 ONE-X COMMUNICATOR R6 /E LIC:NU
3766		380436	CORE SUITE R7 COMMUNICATOR FOR MS LYNC R6 /E LIC:NU
2		382295	ASBCE R7 VE VAPP LIC:CU
1		382298	ASBCE R7 VE VAPP TRACKING CODE NEW LIC:CU
1		387760	AURA R7 DEVICE SERVICES VE VAPPLIANCE SYSTEM LIC:DS;NU;SR
1		389637	AURA R7 SYSTEM MANAGER R7 LIC:DS
1		391426	AVAYA AURA UTILITY SERVICES R7.1 VE SYSTEM LIC:DS,SR
3766		392475	CORE SUITE R7 MESSAGING SEAT BASIC R7 /E LIC:NU
1		700513672	AURA SESSION MANAGER R7.1.2 DVD
1		700513674	AURA SYSTEM MANAGER R7.1.2 DVD
1		700513684	APPLICATION ENABLEMENT R7.1.2 SOFTWARE ONLY MEDIA
1		405362641	POWER CORD USA
2		700466626	MM711 ANALOG MEDIA MODULE - NON GSA
1		700466634	MM710B E1/T1 MEDIA MODULE - NON GSA
2		700466642	MM716 ANALOG MEDIA MODULE 24 FXS - NON GSA
1		700506956	G450 MP160 MEDIA GATEWAY NON GSA
1		700395445	120A CSU CABLE 50 FEET RHS
1		232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
1		284959	SA PREFER DIAGNOSTIC SRVR R2 SAL 2.3 GTWY VIRTUAL
1		284960	UPGRADE ADVANTAGE DIAGNOSTIC SRVR R2 SAL 2.3 GTWY VIRTUAL
1356		292473	SA PREFER SUPT AURA R7 ANALOG for 113 analog licenses for year one
1356		292480	UPGRADE ADVANTAGE AURA R7 ANALOG for 113 analog licenses for year
4519 2		292606	SA PREFER SUPT AURA R7 CORE SUITE for 3,766 licenses for one year
4519 2		292613	UPGRADE ADVANTAGE AURA R7 CORE SUITE 3,766 licenses for one year
1	Avaya	341636	SA PREFER SUPT CORE SUITE R7 MSG7 BSC TO MNSTRM for one year for 3,766 licenses

Childrens Court

Qty	Manufacturer	Part Number	Description
1	Avaya	341642	UPGRADE ADVANTAGE CORE SUITE R7 MSG7 BSC TO MNSTRM for one year for 3,766
1		340527	SA PREFER SUPT SM R7 VE VAPPLIANCE SYSTEM 3YR AN PREPD
2		340539	SA PREFER SUPT SM R7 SYSTEM 3YR AN PREPD
2		343353	SA PREFER SUPT ASBCE R6 VIRTUAL PLTFRM NEW SYS 3YR AN PREPD
1		343715	SA PREFER SUPT AES R7 PLDS ENABLE FOR APPL 3YR AN PREPD
1		343721	UPGRADE ADVANTAGE AES R7 PLDS ENABLE FOR APPL 3YR AN PREPD
1		232282	SUPPORT ADVANTAGE MODEL
12		230188	SA ON-SITE 8X5 SUPT CM MEDIUM GATEWAY for one gateway for one year
1	Integration Partners	IP-PRO-CORE	Core Infrastructure Professional Services - Implementation for Phase I Core at Children's Court, Courthouse, 633 Bldg and new Aura Messaging to migrate 3,766 voicemail users and auto attendants, Disposal, Training End Users, DBE Sub, Admin Training

633 Building

Qty	Manufacturer	Part Number	Description
1		185446	AVAYA COMMUNICATIONS SOLUTION
1		184716	CM S8700 MULTI CONNECT MODEL UPGRADE
1		380349	AURA R7 CM VE VAPPLIANCE SYS LIC:DS,SR
1		193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE
1		272731	APS NETWORK READINESS ASSESSMENT SURVEY - VENDOR PROVIDED
1		405362641	POWER CORD USA
2		700466626	MM711 ANALOG MEDIA MODULE - NON GSA
1		700506956	G450 MP160 MEDIA GATEWAY NON GSA
8		700504740	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER
4		700512392	J129 IP PHONE GLOBAL NO POWER SUPPLY
1		232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
1		292934	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R7

633 Building

Qty	Manufacturer	Part Number	Description
1		185579	MAINTENANCE COMPREHENSIVE SUPPORT MODEL
1		266226	UTILITY MAINTENANCE AVAVA CONFERENCE PHONES HARDWARE
96		700504740M	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER MAINT for 8 Conference Phones
1		232282	SUPPORT ADVANTAGE MODEL
12		230188	SA ON-SITE 8X5 SUPT CM MEDIUM GATEWAY for one gateway for one year

Courthouse

Qty	Manufacturer	Part Number	Description
1		185446	AVAYA COMMUNICATIONS SOLUTION
1		184716	CM S8700 MULTI CONNECT MODEL UPGRADE
1		380002	SESSION MANAGER R7 VE VAPPLIANCE SYSTEM LIC:DS,NU,SR
1		380349	AURA R7 CM VE VAPPLIANCE SYS LIC:DS,SR
1		382298	ASBCE R7 VE VAPP TRACKING CODE NEW LIC:CU
1		387760	AURA R7 DEVICE SERVICES VE VAPPLIANCE SYSTEM LIC:DS;NU;SR
1		700513672	AURA SESSION MANAGER R7.1.2 DVD
1		193806	UTILITY TRIGGER REMOTE GATEWAY NEW SITE TRACKING CODE
1		272731	APS NETWORK READINESS ASSESSMENT SURVEY - VENDOR PROVIDED
1		405362641	POWER CORD USA
1		700466626	MM711 ANALOG MEDIA MODULE - NON GSA
1		700466634	MM710B E1/T1 MEDIA MODULE - NON GSA
2		700466642	MM716 ANALOG MEDIA MODULE 24 FXS - NON GSA
1		700506956	G450 MP160 MEDIA GATEWAY NON GSA
668		700383326	IP PHONE 96XX REPLACEMENT LINE CORD
1		700395445	120A CSU CABLE 50 FEET RHS
12		700480643	BUTTON MODULE 12 BUTTON
3		700504740	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER
167		700510905	IP PHONE 9608G GRAY GLOBAL 4 PACK

Courthouse

Qty	Manufacturer	Part Number	Description
2		K-1900-8-IP	Viking Ruggedized IP Phone
19		700512392	J129 IP PHONE GLOBAL NO POWER SUPPLY
1		232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
1		292934	SUPT ADV PREFERRED REMOTE SITE TRACKING AURA R7
1		340527	SA PREFER SUPT SM R7 VE VAPPLIANCE SYSTEM 3YR AN PREPD
1		185579	MAINTENANCE COMPREHENSIVE SUPPORT MODEL
1		266226	UTILITY MAINTENANCE AVAVA CONFERENCE PHONES HARDWARE
36		700504740M	AVAYA B179 SIP CONFERENCE PHONE POE ONLY NO AC POWER MAINT for 3 conference phones for Year one
1		232282	SUPPORT ADVANTAGE MODEL
12		230188	SA ON-SITE 8X5 SUPT CM MEDIUM GATEWAY for one gateway for one year



EXHIBIT A.2

Milwaukee County Airport

Unified Communications for Milwaukee County Airport -
Phase I BOM

Prepared By: Jeff Morgan

Date: March 03, 2018

Quote #: 028168 v1

Unified Communications for Milwaukee County Airport - Phase I BOM

Quote Information:	Prepared For:	Ship To:	Bill To:	Prepared By:
Quote #: 028168	Milwaukee County Airport	Milwaukee County Airport	Milwaukee County Airport	Integration Partners
Version: 1	Lacy Parson	Lacy Parson	Lacy Parson	Jeff Morgan
Delivered: 03/03/2018	633 W. Wisconsin Ave	633 W. Wisconsin Ave	633 W. Wisconsin Ave	317-813-5126
Expires: 04/02/2018	Milwaukee WI 53203	Milwaukee WI 53203	Milwaukee WI 53203	Fax 781-357-8500
	Lacy.parson@milwaukeecount	Lacy.parson@milwaukeecount	Lacy.parson@milwaukeecount	jmorgan@integrationpartners.com
	ywi.gov	ywi.gov	ywi.gov	
	(414) 223-8109	(414) 223-8109	(414) 223-8109	

No promo - SBA Eligible

Airport

Qty	Manufacturer	Part Number	Description
1		185446	AVAYA COMMUNICATIONS SOLUTION
1		184048	MODULAR MESSAGING MODEL
1		270426	MSG MEDIA ENCRYPTION LIC:DS
1		273122	OBSOLETE AVAYA DIAGONSTIC SRVR SAL GATEWAY SFTW ONLY LIC:DS
1		390065	MESSAGING R7.X VIRTUAL PLATFORM SOLUTION TRACKING
1		390068	MESSAGING R7.X VIRTUAL APPLIANCE SYSTEM LIC:DS
71		390069	MESSAGING R6.X AVAYA STORE SEAT TRACKING LIC:CU
350		392845	CORE SUITE R7 MSG R7 BASIC TO MAINSTREAM UPLIFT LIC:NU
1		700512621	MESSAGING R7.0 VIRTUAL APPLICATION DVD
1		232258	SUPPORT ADVANTAGE MESSAGING MODEL
12600		341636	SA PREFER SUPT CORE SUITE R7 MSG7 BSC TO MNSTRM 3YR AN PREPD
12600		341642	UPGRADE ADVANTAGE CORE SUITE R7 MSG7 BSC TO MNSTRM 3YR AN PREPD
1		184716	CM S8700 MULTI CONNECT MODEL UPGRADE
1		227273	SAL AXEDA POLICY SRVR SFTW ONLY LIC:DS
1		259401	MEDIA ENCRYPTION R6+/MBT LIC:DS
1		307098	AVAYA DIAGONSTIC SRVR SAL GATEWAY OVA LIC:DS
1		340056	OBSOLETE AVAYA DIAGNOSTIC SERVER SLA MON SFTW ONLY LIC:DS
15		340153	AV EQNX MTGS ONLINE RIGHT TO DISCOUNT
2		380002	SESSION MANAGER R7 VE VAPPLIANCE SYSTEM LIC:DS,NU,SR
2		380004	SESSION MANAGER R7 SYSTEM LIC:DS,NU,SR

Airport

Qty	Manufacturer	Part Number	Description
1		380049	AURA R7 CM VIRTUAL PLATFORM SOLUTION MIGRATION TRACKING
2		380228	AURA SYSTEM MANAGER R7 VE VAPPLIANCE SYSTEM LIC:DS,SR
1		380229	SYSTEM MANAGER R7 VIRTUAL PLATFORM NEW SYSTEM TRACKING
1		380349	AURA R7 CM VE VAPPLIANCE SYS LIC:DS,SR
1		380360	AURA R7 CM DUPLICATE MAC VE VAPPLIANCE SYS LIC:DS,SR
28		380364	AURA R7 ANALOG NEW LIC:NU
375		380411	AURA R7 CORE SUITE AVAYA SW INVEST PROTECTION POLICY LIC:NU;CU;SR
108		380413	CORE SUITE R7 ASBCE R7 STD SVCS /E LIC:CU
54		380414	CORE SUITE R7 ASBCE R7 ADV SVCS /E LIC:CU
108		380415	CORE SUITE R7 ASBCE R7 STD HA LIC /E LIC:CU
54		380416	CORE SUITE R7 ASBCE R7 ADV HA LIC /E LIC:CU
375		380418	CORE SUITE R7 AVAYA MULTIMEDIA MSG BASIC USER R6 /E LIC:NU
375		380419	CORE SUITE R7 EQUINOX IPAD R3 /E LIC:NU
375		380420	CORE SUITE R7 EQUINOX WIN R3 /E LIC:CU
375		380421	CORE SUITE R7 EQUINOX MOBILE R3 /E LIC:NU
375		380422	CORE SUITE R7 AES UNIFIED DESKTOP R7 /E LIC:CU
1		380423	CORE SUITE R7 INTG MGMT SITE ADMINISTRATION R6 /E LIC:DS
375		380424	CORE SUITE R7 EC500 SINGLE MODE R9 /E LIC:NU
375		380425	CORE SUITE R7 ONE-X CES R6 /E LIC:CU
375		380426	CORE SUITE R7 VIDEO R7 /E LIC:NU
375		380429	CORE SUITE R7 PRESENCE SERVICES R7 /E LIC:NU
375		380430	CORE SUITE R7 AVAYA BREEZETM R3 USER /E LIC:CU
375		380432	CORE SUITE R7 CMM R7 /E LIC:NU
375		380434	CORE SUITE R7 EQUINOX MAC R3 /E LIC:NU
375		380435	CORE SUITE R7 ONE-X COMMUNICATOR R6 /E LIC:NU
375		380436	CORE SUITE R7 COMMUNICATOR FOR MS LYNC R6 /E LIC:NU
2		387760	AURA R7 DEVICE SERVICES VE VAPPLIANCE SYSTEM LIC:DS;NU;SR
1		388052	ASBCE CORE PORTWELL CAD

Airport

Qty	Manufacturer	Part Number	Description
1		389637	AURA R7 SYSTEM MANAGER R7 LIC:DS
1		391426	AVAYA AURA UTILITY SERVICES R7.1 VE SYSTEM LIC:DS,SR
375		392475	CORE SUITE R7 MESSAGING SEAT BASIC R7 /E LIC:NU
1		405362641	POWER CORD USA
1		700510888	ASBCE R7 SYSTEM SOFTWARE USB
1		700513521	AURA SESSION MANAGER R7.1.1 DVD
2		700513523	AURA SYSTEM MANAGER R7.1.1 DVD
1		405362641	POWER CORD USA
3		700466626	MM711 ANALOG MEDIA MODULE - NON GSA
3		700466634	MM710B E1/T1 MEDIA MODULE - NON GSA
1		700466642	MM716 ANALOG MEDIA MODULE 24 FXS - NON GSA
1		700506956	G450 MP160 MEDIA GATEWAY NON GSA
280		700383326	IP PHONE 96XX REPLACEMENT LINE CORD
3		700395445	120A CSU CABLE 50 FEET RHS
90		700480643	BUTTON MODULE 12 BUTTON
70		700510905	IP PHONE 9608G GRAY GLOBAL 4 PACK
12		700512392	J129 IP PHONE GLOBAL NO POWER SUPPLY
1		232253	SUPPORT ADVANTAGE COMMUNICATION MANAGER MODEL
1		284957	SA PREFER DIAGNOSTIC SRVR R2 SLA MON STANDALONE
1		284958	UPGRADE ADVANTAGE DIAGNOSTIC SRVR R2 SLA MON STANDALONE
1		284959	SA PREFER DIAGNOSTIC SRVR R2 SAL 2.3 GTWY VIRTUAL
1		284960	UPGRADE ADVANTAGE DIAGNOSTIC SRVR R2 SAL 2.3 GTWY VIRTUAL
1008		292473	SA PREFER SUPT AURA R7 ANALOG 3YR AN PREPD
1008		292480	UPGRADE ADVANTAGE AURA R7 ANALOG 3YR AN PREPD
13500		292606	SA PREFER SUPT AURA R7 CORE SUITE 3YR AN PREPD
13500		292613	UPGRADE ADVANTAGE AURA R7 CORE SUITE 3YR AN PREPD
2		340527	SA PREFER SUPT SM R7 VE VAPPLIANCE SYSTEM 3YR AN PREPD

Airport

Qty	Manufacturer	Part Number	Description
2		340539	SA PREFER SUPT SM R7 SYSTEM 3YR AN PREPD
1		232282	SUPPORT ADVANTAGE MODEL
36		230170	SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD
36		230380	SA PARTS NBD SUPT APPLICATION SMALL SERVER 3YR AN PREPD
3	Avaya	700506958	G430 MP120 MEDIA GATEWAY NON GSA
3	Avaya	700466626	MM711 ANALOG MEDIA MODULE - NON GSA
3	Avaya	405362641	POWER CORD USA
108	Avaya	230140	SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD
1	Integration Partners	IP-PRO-CORE	Core Infrastructure Professional Services - Implementation, Travel, Disposal, WBE Sub, Training End user and Admin Training

Plantronics Headsets

Qty	Manufacturer	Part Number	Description
2		4042518	PLANTRONICS, INC. : W745 Savi 3-in-1 Convertible Headset w/Unlimited Talk Time
2		4067900	PLANTRONICS, INC. : EHS Cable APV-63
1		88828-01	ENCOREPRO HW540NAROW
1		72442-41	HIS Adapter Cable

CHANGE ORDER FORM – EXHIBIT C.1

Customer Name		Project Number	
Project Name		Date Submitted	
Requested By		Date Reply Due	

Description of Change:

Justification for Change:

Effect on Schedule (Attach Revised Project timeline if applicable):

Effect on Project Pricing (Attach a quote for additional material and labor charges if applicable):

CHANGE ORDER ACCEPTANCE

Company Name	Integration Partners
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date