

EXHIBIT A

**To Agreement by and between County of Monterey Information Technology Department,
hereinafter referred to as “County”**

AND

D&S Communications Inc, hereinafter referred to as “CONTRACTOR”

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. Provide 24x7 Technical support, remote or onsite as needed
2. Assist with Mitel PBX upgrades, patches, and firmware updates
3. Assist with Mitel PBX configuration, setup, troubleshooting, adds, moves and changes
4. Support hardware, software, and latest revisions of manufacturer technology
5. Provide and support end-point devices such as: Desktop phone, softphones, collaboration technology, analog telephone adapter (ATA)
6. Assist with CallXpress Voicemail upgrade, patches, and firmware updates
7. Assist with CallXpress configuration, setup, troubleshooting, adds, moves and changes
8. Provide critical hardware support with overnight shipping
9. Support hardware, software and latest version of softphone software and other collaboration platforms, such as Microsoft Teams
10. Assist with Telephone network support and recommendations
11. Assist with integration of telephone systems, voicemail, hardware, software with enterprise applications, such as Active Directory or Microsoft365
12. Plan, schedule and execute successful systems upgrades, patch update, firmware updates
13. Provide system diagrams and documentation after upgrades are completed
14. Assist with system backups, process, and procedure to restore system integrity in the event of failure
15. Subject Matter Expert (SME) to participate in meeting, conference calls related to system integrations with Mitel PBX, CallXpress, softphones, and voice networking
16. Each Fiscal year (June) provide an assessment of the Mitel PBX, CallXpress, Softphones and all associated hardware for the purpose of planning upgrades. This assessment will include, but not be limited to: Current state of hardware, software, current revision, latest revision, recommendation for upgrade, roadmap, estimated cost, timeline for upgrade.
17. Any additional services necessary to effectuate the prompt delivery of the services described above.

A.2 County Will Provide:

- 18. Remote access to system through Virtual Private Network (VPN)
- 19. System Credentials
- 20. Access to sites during upgrades and troubleshooting
- 21. Single Point of contact

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$258,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

D&S Support Services		
Main Site: Technical Assurance Support Program (TASP) 5/1/22 - 4/30/23	(MX-ONE, Solidus, MiCollab, MBG)	\$ 68,200.00
	Service Pack Program (SPP) MX-ONE	\$ 12,242.12
	Service Pack Program (SPP) Solidus	\$ 6,121.06
	Service Pack Program (SPP) Lab MX-ONE	\$ 1,777.81
	Service Pack Program (SPP) MiCollab/MBG	\$ 2,400.00
CallXpress Voice Mail 5/1/22 - 4/30/23	Technical Support Program (TASP)	\$ 10,172.74
	SPP (minor release)	\$ 4,663.61
Support Subtotal:		\$ 105,577.34
SOFTWARE ASSURANCE (manufacturer Software Assurance & Escalation)		
Main Site 5/1/22-4/30/23	Main Phone System - TSE	\$ 63,450.60
Main Site 1/1/23-4/30/23	Lab - TSE	\$ 301.17
Main Site 6/27/22-4/30/23	Main Phone System - Solidus	\$ 30,664.24
Main Site 6/21/22-4/30/23	CallXpress Voice Mail (AVST)	\$ 16,941.43
5/21/22-4/30/23	MiCollab	\$ 5,717.00
5/21/22-4/30/23	MBG	\$ 20.59
Software Assurance Total:		\$ 117,095.03
OTHER		
Entirety of Agreement	Travel	\$ 5,000.00
	Professional Services*	\$ 10,000.00

	Additional Software Licenses / Phones	\$ 20,000.00
	Other Total:	\$ 35,000.00
	GRAND TOTAL:	\$257,672.37

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

EXHIBIT B
MONTEREY COUNTY SITES
WITH VOICE SERVICE

Street Number	Street Name	City	ZIP
20	East Alisal St	Salinas	93901
29	Bishop St	Pajaro	95076
65	West Carmel Valley Rd	Carmel Valley	93924
116	Broadway St	King City	93930
118	W Gabilan St	Salinas	93901
132	W Gabilan St	Salinas	93901
142	West Alisal St	Salinas	93901
160	Hitchcock Rd	Salinas	93908
168	West Alisal St	Salinas	93901
188	Seaside Cir	Marina	93933
190	Seaside Cir	Marina	93933
200	Broadway St	King City	93930
240	Church St	Salinas	93901
250	Franciscan Way	King City	93930
299	12th St	Marina	93933
315	El Camino Real	Greenfield	93927
344	Salinas St	Salinas	93901
355	Gabilan Dr	Soledad	93960
359	Gabilan Dr	Soledad	93960
387	Blohm Ave	Aromas	95004
401	Gabilan Drive	Soledad	93960
402	Broadway St	King City	93930
522	N 2nd St	King City	93930
550	Harcourt Avenue	Seaside	93955
559	East Alisal St	Salinas	93905
632	East Alisal St	Salinas	93905
710	Old Stage Rd	Salinas	93908
713	La Guardia St	Salinas	93905
730	La Guardia St	Salinas	93905
752	La Guardia St	Salinas	93905
851	Fifth St	Gonzales	93926
855	East Laurel Dr	Salinas	93905
951	Blanco Circle	Salinas	93905
957	Blanco Circle	Salinas	93905
970	Circle Dr	Salinas	93905
1000	South Main Street	Salinas	93901
1021	Monterey Salinas Hwy	Salinas	93908
1156	Fremont Blvd	Seaside	93955

1171	San Miguel Canyon Rd	Watsonville	95076
1200	Aguajito Rd	Monterey	93940
1270	Natividad Rd	Salinas	93906
1281	Broadway Ave	Seaside	93955
1322	Natividad Rd	Salinas	93906
1410	Natividad Rd	Salinas	93906
1414	Natividad Rd	Salinas	93906
1420	Natividad Rd	Salinas	93906
1422	Natividad Rd	Salinas	93906
1428	Abbott St	Salinas	93901
1432	Abbott St	Salinas	93901
1441	Constitution Blvd	Salinas	93906
1441	Schilling Pl	Salinas	93901
1488	Schilling Pl	Salinas	93901
1590	Moffett St	Salinas	93905
1611	Bunker Hill Way	Salinas	93906
1615	Bunker Hill Way	Salinas	93906
1870	North Main St	Salinas	93906
2616	1st Ave	Marina	93933
3155	De Forest Rd	Marina	93933
3180	Imjin Parkway	Marina	93933
11140	Speegle St	Castroville	95012
11160	Speegle St	Castroville	95012
17822	Moro Rd	Prunedale	93907
18250	Tara Dr	Buena Vista	93908
19883	Corral Del Cielo	Salinas	93908
20600	Corral Del Cielo	Salinas	93908
41801	Elm Ave	Greenfield	93927
47047	CA-1	Big Sur	93920
54692	Teresa St	San Lucas	93454
62350	College St	San Ardo	93450
70643	Parkfield Coalinga Rd	Parkfield	93451
29B	Bishop St	Watsonville	95076