



Bullitt County Public Schools Instructional Technology

1040 Highway 44 East
Shepherdsville, Kentucky 40165
502-869-TECH



MEMO

To: Jesse Bacon, Superintendent
From: Jim Jackson, District Technology Coordinator
Date: Thursday, September 13, 2018
Re: Telephone Maintenance Contract

Attached is a new contract for telephone maintenance support with Continuant, Inc. of Fife Washington. We used Continuant a couple of years ago, and we had concerns about their abilities to provide service for us in the local area. They have assured me they provide a qualified staff ready to respond to our needs. Continuant's proposal was slightly less than what we have been paying for services through E & H of Louisville, Kentucky. This proposal includes hardware replacements for defective parts and telephones, technical support, remote access and monitoring. Our system is aging, and parts are no longer available from the manufacturer, so we have to rely on vendors that can provide the replacement parts in the event of a system component failure.

I explored the possibility of a time and materials agreement; however, we would not receive priority service, and based on the service history this past year, the savings would be around \$3,000.00. I feel the security of contractual service is justified at this point, in the event of a major outage.

I have submitted the contract to Joe Mills with Eric Farris's office for approval. As you will see, I have attached a cancellation of the agreement at the end of the term. I did this in order to prevent the contract from automatically renewing. I want to renegotiate the contract, just in case we were to have problems with performance from the vendor this next year. If you have any questions, please let me know.

Maintenance Advantage Plan

Continuant.

Bullitt County Public Schools - HQ
("CUSTOMER")

1040 Highway 44 E
Shepherdsville, 40165
(502) 869-8000

Agreement number: [GS-35F-552AA]

Continuant, Inc ("SUPPLIER")

5050 20th Street East
Fife, Washington 98424
(800) 652-9920

Statement of Work

Maintenance Advantage Plan

Base Plan Includes	
Single Point of Contact	
Real-time Fault Management (Essential)	
Hardware Replacement	
Incident Management	
Technical Support	
MyContinuant Customer Portal	
Optional Services	Selected
24/7 Onsite Incident Management	NO
Telephones & Attendant Console Coverage	YES
Carrier Services Management	NO
Onsite Critical Spare Equipment	NO
Remote SSRs	NO
Term: 12 Months*	\$ 1,749.94/mo.
* Pricing valid until: 12/01/2018	

Commencement Date: 10/01/2018

I agree to the terms and
conditions of this
Agreement.

Customer Signature

Date

Customer Print Signature

Title

Included in Maintenance Advantage Plan – Base Plan

MyContinuant Customer Portal

Continuant provides portal access for visibility into service resolution in action. The My Continuant portal allows the customers to look directly into the services provided for each location, including system alarms.

Continuant Remote Access and Monitoring Platform

The Continuant-owned Secure Access Server (SAS) will allow remote access and monitoring for all managed systems supported by Continuant. The SAS is a suite of management applications that consists of all management software and hardware required for the delivery of services. The SAS is securely deployed on the Customer's network in a single configuration instance or multiple instance configurations depending on the number, type, and location of the managed components. During the coverage term, Customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the SAS supplied by Continuant. Customer must return any and all associated SAS materials and connectivity devices to Continuant immediately upon expiration or termination of the CMS agreement. Any delay by the Customer with supporting these Remote Access requirements may result in time and material charges for maintenance services. The Continuant SAS security compliance documentation is available upon request.

Hardware Replacement

Continuant will provide hardware replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant's discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable) and the primary server where a covered application resides. Telephone sets, power systems (UPS), PCs, servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier traffic are not included in this agreement unless specifically noted. Replacement equipment will be delivered next business day if the request was received before 3:00pm Pacific Standard Time (PST).

Incident Management

Incident management, both onsite and remote, ensures that normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the life cycle of all incidents. Incident Management activities may include dispatch of local technicians for diagnostics, troubleshooting, and parts replacement. (Parts not included unless they are covered under Hardware Replacement Services). Remote Incident Management is provided 24/7 for all covered sites. Onsite Incident Management is provided Monday through Friday 8:00am – 5:00pm (local time at the affected location) for all covered sites. Coverage does not include services for outages related to Telco or in an event of a natural disaster, power surge, electrical storm or unauthorized intrusion from the customer or third party.

Real-time Fault Management (Essential)

Continuant provides 24/7 event monitoring and fault management that includes TDM monitoring, SNMP monitoring and alarms, dial-up security and alarms and email notification to the customer when a new event occurs.

Single Point of Contact

Customer will be assigned a Continuant Named Account Manager (NAM) to closely partner with to ensure that customer's needs are always met, resulting in a long-term successful relationship. Customer will also have access to a designated Service Desk located in Continuant's Customer Service Center. Customer will always have access to a live customer support specialist when calling Continuant's customer service hotline.

Technical Support

Continuant makes available to customers a designated team of engineers with OEM certifications to provide across-the-board UC Technical Support. Continuant Engineers possess significant expertise and industry experience and continue to further their education to keep up with new technology.

Optional Managed Services*

**Only applies to Optional Services listed on page 1 of this Statement of Work with YES in the Selected column*

24/7 Onsite Incident Management

Incident management, both onsite and remote, ensures that normal service operation is restored as quickly as possible and the business impact is minimized through dispatch of local technicians. Continuant is responsible for managing the life cycle of all incidents. Incident Management activities may include dispatch of local technicians for diagnostics, troubleshooting, and parts replacement. (Parts not included unless they are covered under Hardware Replacement Services). Remote Incident Management is provided 24/7 for all covered sites. Onsite Incident Management is provided Monday through Friday 8:00am – 5:00pm (local time at the affected location) for all covered sites. Coverage does not include services for outages related to Telco or in an event of a natural disaster, power surge, electrical storm or unauthorized intrusion from the customer or third party.

Telephones & Attendant Console Coverage

Continuant will provide hardware replacement for covered telephones and attendant consoles. Conditions are equal to those listed under Hardware Replacement in the Base Plan.

Carrier Services Management

Continuant will provide centralized coordination and communication for carrier services resolution. This includes opening, managing and escalating trouble tickets to a US based Local Exchange Carrier (LEC) or Competitive Local Exchange Carrier (CLEC) on behalf of

the Customer. Activities include:

- Receive outage notifications for circuits on covered equipment
- Perform initial diagnostics to identify routing procedures
- Initiate troubleshooting procedures with the appropriate Carrier
- Provide communication updates to Customer of ticket resolution status

All activities listed are subject to Customer entitlements and an established Letter of Authorization (LOA) between Customer and Continuant.

Onsite Critical Spare Equipment

Continuant will place Critical Spare Parts (Kits) at the coverage site. Continuant will recommend placement of core components of the Covered Equipment. Customer may request additional parts be included in Kits, which may require an additional fee. These Kits remain the sole and exclusive property of Continuant.

Remote SSRs

Continuant will provide technical resources to perform Remote Simple Service Requests (SSRs) on managed applications or equipment. The Customer must allow Continuant to remotely access the application or equipment to perform Remote SSRs. The requested feature must be currently supported by the firmware present on the device and known to be working correctly.

- Continuant will perform SSRs remotely; update SSR tickets with task update and close upon completion.
- SSR requests are applicable during business hours of 8:00am – 5:00pm of the requested location.
- SSR requests will be completed according to Time to Change service level definitions.
- Expedited SSRs are defined as requests that the Customer requires to be completed within eight hours after receipt by Continuant during business hours of 8:00am – 5:00pm of the requested location. Expedited SSRs will be subject to an expedite fee of \$50.00 per expedited SSR.
- SSRs will be billed at \$25.00 per request.
- The chart below provides a break-down of the available categories for Service Requests and Projects.

Category	Size	Definition
Type 1	Remote Simple	<p>A Remote SSR is defined as remote system administration work performed within an application that affects a single user.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • User administration • Station modification • Coverage paths • Pickup groups • Class of Service • Access codes
Type 2	Remote Complex	<p>A Remote Complex Service Request is defined as remote system administration work performed within an application that affects multiple users.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • SSRs for multiple users • Vectoring or hunt groups • Announcement or holiday programming
Type 3	Project	<p>A Project will require a separate SOW to account for design, resources, and schedule.</p>

Other Information

Service Level Management

Continuant's Service Level Management (SLM) offering tracks performance against negotiated service level targets called Service Level Agreements. SLM is also responsible for ensuring that all operational service level agreements and underpinning contracts are appropriate. Continuant will monitor and report on service levels where applicable and provide reports according to an agreed upon schedule. Service Level Agreements (SLAs) apply only to components that are managed exclusively by Continuant within the service. Continuant adheres to the SLAs during the Service Delivery phase. Within the Service Activation Kit (SAK), the Customer and Continuant must document their agreement to formally acknowledge the completion of the Service Transition process. The Service Delivery phase commences upon mutual agreement between Continuant and the Customer that the Service Transition phase is complete and that the Service Delivery phase has been reached.

The following metrics are tracked as Service Level Agreements:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Complete (TTC)

Time to Notify (TTN)

Customers may have specific notification requirements for which the Service will offer a Time to Notify (also known as "Respond") objective. Continuant will respond to incidents and requests raised through the management platform by electronically notifying a specified

Customer contact(s) within the TTN timeframe. Continuant SLAs are as follows:

- Electronic notifications may be generated automatically and sent to customer contacts as specified during Service Transition.

Continuant estimated time to notify to designated Customer contact	Incident Level
15 Minutes from ticket creation	All priority incidents and service requests (Remote SSRs only)

Time to Restore (TTR)

Incidents go through many stages, with restoration being a primary objective. Time to Restore tickets includes all remote incident management activities (alarm or call receipt through restore, excluding maintenance or carrier cycle time). TTR refers to the time elapsed between the failure which caused the incident and when Continuant restores the managed component to an acceptable operational state. Continuant SLAs for meeting this objective are as follows:

Continuant estimated time to restore an incident ticket	Incident Level
4 Hours	P1 Incidents
12 Hours	P2 Incidents
72 Hours	P3 Incidents
120 Hours	P4 Incidents

SLO measurements exclude the following:

- Delays caused by Customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLOs defined obligations.
- SLOs will be paused for hardware replacement delivery to the customer location, either from a manufacturer maintenance agreement or hardware replacement services from Continuant.
- Delays or faults caused by third party equipment, services or vendors, such as Carriers, in resolving the qualifying issue.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Acquisition and installation time of new software to be installed on the Managed Component due to software defects or bugs.

Incident Prioritization

Continuant classifies and prioritizes incidents according to Impact and Urgency.

Activities

Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3) and Priority 4 (P4) Incident categories.

Impact Definitions

An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident).

Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to degradation of a Service. Continuant will work with Customer to specify Impact for each Managed Component during Service Transition. There are four Impact levels:

- Widespread – Entire Network is affected (more than three quarters of individuals, sites or devices)
- Large – Multiple sites are affected (between one-half and three-quarters of individuals, sites or devices)
- Localized – Single site, room and/or multiple users are affected (between one-quarter and one-half of individuals, sites or devices)
- Individualized – A single user is affected (less than one-quarter of individuals, sites or devices)

Urgency Definition

Urgency defines the criticality of the Incident to the Customer's business. Continuant will work with the Customer to understand and set the proper Urgency level. There are four Urgency levels:

- Critical – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the Customer's business. The Customer determines the issue as critical.
- High – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the Customer's business. The Customer perceives the issue as high.
- Medium – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the Customer's business. The Customer perceives the issue as medium.
- Low – Non-critical business function is degraded. There is little or no financial impact. The Customer perceives the issue as low.

Priority Definitions

Priority defines the level of effort that will be expended by Continuant and the Customer to resolve the Incident. Continuant Incident Management priorities are defined as follows:

- P1 – Continuant and the Customer will commit any necessary resources 24/7 to resolve the situation.
- P2 – Continuant and the Customer will commit full-time resources during Standard Business Hours to resolve the situation.
- P3 – Continuant and the Customer will commit resources during Standard Business Hours to restore service to satisfactory levels.
- P4 – Continuant and the Customer will commit resources during Standard Business

Hours to provide information or assistance.

Urgency	Impact				
		Widespread	Large	Localized	Individualized
Critical		P1	P1	P2	P2
High		P1	P2	P2	P3
Medium		P2	P3	P3	P3
Low		P4	P4	P4	P4

Continuant will downgrade the ticket priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Ticket will be closed by Continuant or Customer upon validation of the issue remediation and the systems returning to operational stability. Ticket detail resides in a Knowledge Base which is used to support Incident Management processes.

Time to Change (TTC)

Continuant has categorized changes into Types based on level of complexity and the amount of time required to complete the change. All Elective Changes are scheduled events and are dependent on coordination with Customer's schedule. A change request must be fully qualified and scheduled with Customer before the Time to Change metric starts. All custom scope Elective Change requests are scheduled events and follow Change Management procedures.

The chart below provides a breakdown of the available categories and durations for three types of change requests.

Category	Size
Type 1	Remote Simple
Type 2	Remote Complex
Type 3	Project

Continuant SLOs for completing an approved Change request are as follows:

Change Type	Time to completion from receipt of fully qualified and scheduled change request
Type 1 - A Simple service request is defined as remote system administration work performed within an application that affects a single user.	2 business days
Type 2 - A Complex service request is defined as remote system administration work performed within an application that affects multiple users.	Within 5 business days
Type 3 - A Project will require a separate SOW to account for design, resources, and schedule.	No SLOs, scheduled

SLO time commences when all necessary detail to execute the change is available.

Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by Customer in executing the requested change (for example, waiting for response on change window).
- Any mutually agreed upon schedule of activities that causes service levels to fall outside of measured SLOs defined obligations.
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible.
- Ticket closure time may be different than change completion time. For example: a ticket may be kept open for review after the change has been executed.

Any Customer-requested changes that are considered by the Customer as "emergency" or "urgent" changes will be treated on a commercially reasonable effort by the Continuant Service Desk and will depend on Continuant engineer availability at the time of submittal. Additional charges may apply.

Customer Responsibilities

The Customer is responsible for completing a Service Activation Kit (SAK), which provides Continuant the key information critical to success for commencement of CMS Service Operation. Items in the SAK include:

- Provide service-level management access to all covered devices.
- Allow service-level access to all covered devices through all appropriate management interfaces. To include:
 - Graphical User Interface (e.g., Web Browser, Client Software, etc.)
 - Command Line Interface (e.g., all OS shells, etc.)
 - Direct Connection to Console, Services, and/or Serial Interface
- Allow Continuant service-level access to all covered devices via all respective device management ports and protocols.
- Provide Continuant with all designated service-level accounts and credentials to all covered devices. To include:
 - Administrator accounts
 - Root-level accounts
 - Super-User accounts--Dedicated to Continuant access
 - Any additional identified accounts necessary to service and management of covered devices
- Customer representative contact name
- Location of the site(s) to be managed
- Location of management applications

- Network connectivity approval and placement detail for the SAS
- Device location and naming scheme
- Management IP addresses and system detail, SNMP community strings
- Telnet and password access
- Management system User names and contact detail
- Installation of the SAS and network connectivity per Continuant-supplied guidelines.
- Communications facilities and services including internet and network configuration. The communication facilities and services must be maintained for the duration of the service term.
- Resource to support the installation activities of the SAS, which may include:
 - Racking
 - Connection to Network
 - Power connection to UPS or other facility with continuous uninterrupted power
 - Provide suitable commercial power, and an uninterruptible power system (UPS) or other acceptable power back-up facilities providing a minimum of 1kVA dedicated for the SAS.

Customer will complete tasks defined in the SAK to enable management access to Covered Equipment which may include setting up SNMP traps, and system logs. These activities are both critical and beneficial to the Customer and Continuant as these activities establish a managed connection required for Continuant to resolve incidents and service requests quickly.

Location & Covered Equipment

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
Area Tech Center • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Bernheim Middle School • Commencement Date: 10/01/2018	Nortel Key System Base Plan • Nortel BCM 450 – 42 user(s) Telephones & Attendant Console Coverage	\$ 50.94	\$ 611.28
Brooks Elementary • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Bullitt Alternative Center • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Bullitt Central High School • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Bullitt East High School • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Bullitt Lick Middle School • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Cedar Grove Elementary • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Crossroads Elementary • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Eastside Middle School • Commencement Date: 10/01/2018	Nortel Key System Base Plan • Nortel BCM 450 – 60 user(s) Telephones & Attendant Console Coverage	\$ 72.78	\$ 873.36
Freedom Elementary • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
HQ <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Nortel VM Base Plan <ul style="list-style-type: none"> Nortel Call Pilot – 312 user(s) Large Server Support (CSS) <ul style="list-style-type: none"> Nortel HA Server – 1 server(s) Telephones & Attendant Console Coverage Nortel PBX Base Plan <ul style="list-style-type: none"> Nortel PBX – 1,301 user(s) 	\$ 1,492.80	\$ 17,913.60
Hebron Middle School <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Lebanon Junction Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Marysville Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Mt. Washington Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Mt. Washington Middle School <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Nichols Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
North Bullitt High School <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Old Mill Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Overdale Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		
Pleasant Grove Elementary <ul style="list-style-type: none"> Commencement Date: 10/01/2018 	Gateway <ul style="list-style-type: none"> SRG 50 – 1 units 		

<i>Location Name</i>	<i>Services & Equipment</i>	<i>Paid Monthly</i>	<i>Paid Annually</i>
Riverview Opportunity Center • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Roby Elementary • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Shepherdsville Elementary School • Commencement Date: 10/01/2018	Nortel Key System Base Plan • Nortel BCM 450 – 53 user(s) Telephones & Attendant Console Coverage	\$ 64.28	\$ 771.36
Transportation Office • Commencement Date: 10/01/2018	Gateway • SRG 50 – 1 units		
Zoneton Middle School • Commencement Date: 10/01/2018	Nortel Key System Base Plan • Nortel BCM 450 – 57 user(s) Telephones & Attendant Console Coverage	\$ 69.14	\$ 829.68

Jim Jackson

From: Byron Vardilos
Sent: Wednesday, September 12, 2018 5:14 PM
To: Jim Jackson; Bates, Adam
Cc: Wayland Cossey
Subject: RE: Telephone Maintenance with Continuant
Attachments: Bullitt County Public Schools Proposal (SOW).pdf

Jim and Adam,

It was nice speaking with you this morning and thanks for your time.

Please see the attached updated proposal from Continuant. The proposal includes 24x7 monitoring, hardware replacement, incident management, technical support, and a single point of contact.

We added telephones and attendant console coverage, while keeping the price under \$21,000 per year at \$1,749.94/mo. We added language that this will be governed under the GSA number GS-35F-552AA.

Thank you and we look forward to the opportunity of serving Bullitt County Public Schools!

Thanks,

Byron Vardilos
Account Executive
253.252.3229 | DID
800.652.9920 | Ext. 3229
byron.vardilos@continuant.com



www.continuant.com

From: Bates, Adam [mailto:adam.bates@bullitt.kyschools.us]
Sent: Friday, September 7, 2018 9:56 AM
To: Byron Vardilos <byron.vardilos@continuant.com>
Cc: Jim Jackson <jim.jackson@bullitt.kyschools.us>; Wayland Cossey <Wayland.Cossey@continuant.com>
Subject: Re: Telephone Maintenance with Continuant

Bullitt Central High School – SMG

Bullitt East High School – SMG

Food Service Building - No extra equipment

Maintenance Office – No extra equipment

North Bullitt High School – SMG

On Fri, Sep 7, 2018 at 11:09 AM Byron Vardilos <byron.vardilos@continuant.com> wrote: