Professional Services
Engagement Proposal

Prepared For
Monroe County Community Schools

Project Name
Fairview Elementary 2010 E-Rate Project

January 15, 2010

Prepared By:
Erik Mosier
Account Manager
Engagement Overview

Matrix Integration L.L.C. is requested to install a solution to provide internet access and telephone service for Monroe County Community Schools, Fairview Elementary.

The solution is to install switches, wireless access points, wireless ap controller, telephone system gateway, voicemail boxes, telephone licenses, phone surge protection, and battery backup systems. Does not include cabling or training.

Deliverables

Preparation, Discovery, Planning & Design

Matrix will schedule a discovery meeting consisting of Matrix resource personnel and Monroe personnel to determine the actual implementation requirements.

A significant portion of this meeting will entail the required systems level designs including hardware placement, physical space requirements of procured equipment, networking infrastructure requirements and call control routing for IP call routing within Monroe’s existing Cisco Communications environment.

In addition, Matrix Integration will assist in the coordination of Telecommunication’s services with the Local Exchange Carrier.

Stakeholders and Project resources will be assigned by both Matrix and Monroe to allow for a single point of contact for information share as well as escalation services.

Schedules and time on task milestones will be established within this meeting as well.

Implementation

Matrix Integration engineering will pre-build the SRST Gateway, installing the 4 FXO and 4 FXS cards.

Update of the IOS on the Gateway.

Associate the Gateway and new call routing with the client’s existing Callmanager.

Dial peers and call routes will be established within the gateway programming.

IP handset licenses will be programmed based on the client supplied user information and call control routing.

TELCO services will be integrated and tested.

SRST failover and 911 services will be provisioned and tested.

Integration with existing TAMB paging interface
Installation of lan gear and wireless components.

**Operation**

Day 1 Support via on-site Matrix Integration telecommunications resource.

Note: End User Training will be conducted by Monroe School staff. Administrative training is not required nor is provisioned within the scope of this proposal as this is an extension to an existing multi-site environment.

**Optimization**

Not provisioned within the scope of this proposal.

### Implementation Schedule

TBD based on MCCSC's needs.

### Materials List
<table>
<thead>
<tr>
<th>Part #</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
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<tr>
<td>1) J8700A</td>
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**WIRELESS ACCESS POINTS**

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<tr>
<td>11) J9426A</td>
<td>HP ProCurve - ProCurve MSM410 US Access Point</td>
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<td>$356.95</td>
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**TELEPHONY GATEWAY**

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<th>Ext. Price</th>
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<tr>
<td>12) CISCO2821-SRST/K9</td>
<td>CISCO - 2821 VOICE BNDL W/ PVDM2-32 SRST 50U 128F2/256D</td>
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**PRICES ARE SUBJECT TO CHANGE**
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PRICES ARE SUBJECT TO CHANGE
Matrix Integration  Fairview Elementary E-Rate  Engagement Proposal  January 28, 2010

Matrix Integration  SPIN #143004392.  E-RATE Special Pricing Applied

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Accepted by: 

Date accepted: 

PO#: 

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<td><strong>Total</strong></td>
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PRICES ARE SUBJECT TO CHANGE

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Assumptions/Risks/Disclaimers

Assumptions:

- Client to provide adequate workspace and environment for implementation, including access to working environment.
- Matrix Integration assumes that the client is providing sufficient AC Power and proper receptacles in each of the wiring closets/server locations.
- Unless specified within this engagement, Matrix Integration assumes that the client is providing vendor approved UPS equipment. Matrix Integration cannot be responsible for damages associated with improper configuration or failures associated with client supplied UPS systems.
- This proposal assumes that tested and certified CAT5 cabling is in place, labeled and fully operational with the capability to pass 100 megabit/QoS/POE Standards.
- TELCO equipment, TELCO contract negotiation and DEMARC cleanup are the responsibility of the client.
- Additional troubleshooting, configuration changes or TELCO related issues are not within the scope of this proposal and will be billed at time and material at prevailing rates.
- Unless specifically defined within this proposal, Matrix Integration is not responsible for configuration and integration with the client’s backup/storage environment. Integration with the client’s existing storage environment will be done on a time and material base.
- Client to be responsible for a baseline systems level backup of all impacted data services prior to IPT implementation by Matrix Integration. Matrix Integration cannot be responsible for data loss due to improper or failed backup recovery.
- Client to provide a detailed Dial Plan - Extension lists in a timely manner to insure scheduling, & time on task are maintained.
- Client to provide Access to Department Heads and Branch Managers for Feature Identification.
- The client to be responsible for disposal and abatement of the legacy (existing) telephony equipment.
- Labor Costs are based upon a normal 8x5 weekday implementation and do not include any overtime, weekend or holiday labor.
- Travel times are limited to 2 hours door to door from Jasper, IN to any proposed implementation site.
- MCCSC will provide any needed configuration to UPS.
- MCCSC will deploy the phone sets to the final installation locations.
- MCCSC will do the physical install and cabling of the wireless APs.

Risks:

- Matrix Integration cannot be responsible for the client’s existing, legacy switching fabric utilization. Network traffic flow, bandwidth utilization, vulnerability and content monitoring are not included in this engagement. The validity and performance of the IPT Network environment can be adversely affected by random undefined packet flow through the network. It is recommended that a full network assessment, including bandwidth utilization, network vulnerability and network performance monitoring be performed prior to IPT implementation.
- Matrix Integration assumes that the client will maintain sufficient WAN/Wireless bandwidth to support existing and on-going bandwidth needs of the IPT environment. Matrix Integration cannot be responsible for the WAN Data Carrier’s service provisioning or bandwidth delivery. Troubleshooting and consultative services associated with TELCO or Wireless related problems/issues/SLA deficiencies will be billed at time and material based upon Matrix Integration’s prevailing labor rates.
- Labor costs do not include Security modeling, vulnerability assessments or configuration of Intrusion Detection (IDS) or Firewall (PIX) implementation or reconfiguration - labor costs and hardware requirements for these solutions may be included under separate quotation.
- Password Protection is vital to the secure implementation of any project. It is the client’s responsibility to keep an active, secure password metric in place. At the completion of any Matrix Integration implementation, all passwords are passed to the owner. It is the owners responsibility to change these implementation passwords to the final, client managed, operational passwords.
Disclaimers:

- Cost does not include Paging Interface, we are re-using the existing TAMB.
- Proposals containing Unified Messaging solutions do not include optimization of client's Exchange or Notes services. Matrix Integration L.L.C. will install the solution on the existing platform and insure that there is operational compatibility and operability between the message store and the Unified Messaging environment. However, it is not within this proposal to optimize functionality of the basic Exchange or Notes environment.
- Call Center Configuration and Integration with client's Call Center/ACD/Business Data Integration will be proposed at a time and material base. Integration of the client's business practices should be preceded by a deep discovery analysis of the client's overall needs.
- Discounts, trade-in and promotions offered by hardware and software vendors are time and material sensitive. Should promotional discounts or trade-in of legacy equipment be available at the time of the order, these promotional discounts or bundles will be factored into the final pricing.
- Matrix Integration cannot be responsible for delays caused by Acts of God, Equipment or Software availability/compatibility, or third parties not under the complete fiscal control of Matrix Integration.
- Activities beyond this document's scope will be handled on a time and materials basis using prevailing Matrix labor rates.

Payment Schedule:

- Client understands and agrees to Matrix Integrations standard Terms & Conditions, (attached.)
Terms & Conditions

GENERAL TERMS:
Matrix Integration LLC (in future reference will be referred to as “Matrix”. ) This agreement provides the services of “Matrix” employees in support of the client’s data and voice systems. “Matrix” will make every reasonable effort to advise the client about required procedures and probable outcomes, in accordance with the most prudent and professional practices. However, this agreement does not provide or guarantee any specific outcomes of services provided.

CLIENT RESPONSIBILITY FOR DATA:
Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that “Matrix” employees or agents are to be held blameless in the event of the loss of data.

LIMITATIONS OF LIABILITY:
In providing these services, “Matrix” shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. “MATRIX” shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages; or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

“Matrix” or “Matrix” service agent’s liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall “Matrix” or “Matrix” service agents be liable for consequential, incidental, special or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of client for such damages.

EXCLUSIVITY OF THIS AGREEMENT:
This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

NON-SOLICIT/NON-HIRE AGREEMENT:
The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any “Matrix” personnel during the course of this agreement or renewal or extension of this agreement and for a period of 1 year after the conclusion of this agreement. In the event that the Customer/Client breaches this covenant set forth in the above, the parties will attempt to reach a mutually agreeable term of settlement for said breach. In the event that a settlement cannot be agreed upon, parties agree that damages will be assessed and determined through Arbitration to the greatest extent permitted under applicable law.

MERCHANDISE RETURNS / EXCHANGE POLICIES:
“Matrix” provides a 10 (calendar) day return policy based on delivery date. A 15% restocking fee will be applied on any returned item. Returned equipment must be in new, resalable condition and include original boxes, shrink-wrapped documentation and system software. Any return of merchandise must be accompanied by an RMA # provided by “Matrix”. There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software company guarantees satisfaction of their product, it will be the client’s responsibility to seek a refund directly with that company if not satisfied. “Matrix” does not support money-back guarantees on software.

“Matrix” will exchange an item purchased from “Matrix” only if that item is found to have been defective, as determined by “Matrix”, at time of purchase. This will not apply if the item was purchased by the customer with the following notation: AS IS, NO WARRANTY, or any notation that implies the same. The customer must provide the invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer’s warranty. In this case, any repairs would be classified as out-of-warranty resulting in the client being charged for normal service rates and replacement parts. “Matrix” makes no warranty as to the suitability of the client’s work environment for the use of microcomputers or telephone equipment. Environmental problems will be treated and charged as normal service calls. “Matrix” assumes no responsibility as to the protection, suitability and/or integrity of the client’s data. It is the client’s responsibility to back up data regularly.

PRODUCT WARRANTY:
“Matrix” takes no responsibility for manufacturer’s warranties. It is the client’s responsibility to initiate warranty services with the manufacturer. “Matrix” may, on the client’s request, act as referral agent for warranty related adjustments, repairs, or exchanges, as required by the manufacturer, during the period of the manufacturer’s warranty. Any cost that “Matrix” incurs while acting as said agent, shall be the obligation of the client. “Matrix” may, at any time, elect not to act as said agent.

FINANCIAL RESPONSIBILITY:
“Matrix” will hold title and property to all materials and work performed until the client makes payment in full for goods and services. In regard to open accounts, lease and sales contracts, property and title shall vest in the customer, only when all monies owed by said customer have been verified by “Matrix” as having been paid to “Matrix” in full. If payment due is not received in full by the designated due date, signatory customer or customer designate agrees to pay a service charge of 1 ½% per month, calculated daily on full amount owing, starting from the first day after said due date. “Matrix” shall have the right to begin legal action against customer for the payment of the entire amount(s) due. Signatory, customer, or customer designate agrees to pay any and all reasonable attorney fees incurred by “Matrix” to enforce the collection of said monies plus service charges. If suit is begun, signatory, customer designate agrees to pay all court costs and attorney’s fees. Returned checks will result in a $25.00 service fee.
Your (Client) signature confirms agreement to this Engagement Proposal:

**Client Authorized Signature:** ____________________________

**Date:** ______________

Matrix Integration, LLC Representative Signature:

[Signature]

**Date:** _______ 25-Jan-2010 _______

Please fax or mail this form to:

Matrix Integration LLC,
417 Main St.,
Jasper, IN 47546

FAX# 812-634-2573