

SCHEDULE 16.1 — FEES

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Exhibits and Appendices

EXHIBIT; APPENDIX	TITLE
Exhibit 16.1-1	Summary by Resource Unit
Appendix 16.1-1a	Sample Calculations
Exhibit 16.1-2	Resource Unit Price Decomposition
Exhibit 16.1-3	Maximum Annual Fee
Exhibit 16.1-4	Application Services Labor Categories
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Exhibit 16.1-5	Renewal Fees Summary by Resource Unit
Exhibit 16.1-6	Renewal Fees Decomposition
Exhibit 16.1-9	Printer Mapping to Resource Unit
Exhibit 16.1-14	Interactive Voice Services Resource Unit Category Matrix
Appendix 16.1-14.1	COSD IVS Solutions Inventory as of September 1, 2006

1. INTRODUCTION

This Schedule 16.1 (Fees), including the Exhibits and Appendices attached hereto, describes the methodology for calculating the charges with respect to the Services provided under the Agreement. The Fees set forth herein represent the total amounts payable by the County with respect to all Services to be performed under the Agreement, whether or not a particular Service is associated with a particular Resource Unit Fee. All capitalized terms used and not defined in this Schedule shall have the meanings given to them in the Agreement or other Schedules. All references to Exhibit 16.1-1 below shall be deemed to be references to Exhibit 16.1-5 for purposes of calculating applicable fees and credits during the Renewal Term.

2. DEFINED TERMS

2.1. Baseline Volume

“Baseline Volume” shall mean, for any Resource Unit, the specified quantities of such Resource Units as set forth in Exhibit 16.1-1.

2.2. Bundled Resource Units

“Bundled Resource Units” shall mean Resource Units indicated on Exhibit 16.1-1 for which the Baseline Volumes and the County’s actual volumes of consumption are each aggregated for the purposes of determining in which Resource Unit Fee band the individual Resource Units in such bundle are to be charged.

2.3. Resource Unit Fee

“Resource Unit Fee” shall mean, for any Resource Unit, the specified charge for such Resource Unit as set forth in Exhibit 16.1-1.

3. EXHIBITS AND APPENDICES

The Exhibits and Appendices set forth in the table of contents above are attached to this Schedule 16.1 and incorporated hereto.

4. TRANSITION SERVICES

Contractor shall perform all Services with respect to Transition on a milestone payment basis as further set forth below.

NO.	TRANSITION CRITICAL MILESTONE	MILESTONE DATE—DATE BY WHICH APPLICABLE CUTOVER MUST BE ACHIEVED	TRANSITION FEES APPLICABLE TO COMPLETION AND ACCEPTANCE BY THE COUNTY OF TRANSITION CRITICAL MILESTONE
1.	Cutover for the Help Desk Service	Effective Date + 90 days.	\$880,637

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No.	TRANSITION CRITICAL MILESTONE	MILESTONE DATE—DATE BY WHICH APPLICABLE CUTOVER MUST BE ACHIEVED	TRANSITION FEES APPLICABLE TO COMPLETION AND ACCEPTANCE BY THE COUNTY OF TRANSITION CRITICAL MILESTONE
	Framework		
2.	Cutover for the Applications Service Framework	Effective Date + 180 days.	\$2,239,340
3.	Cutover for the Desktop Service Framework	Effective Date + 210 days.	\$967,355
4.	Cutover for the Network Service Framework	Effective Date + 240 days.	\$724,512
5.	Cutover for the Data Center Service Framework	Effective Date + 270 days.	\$3,488,663
6.	Full and Complete Transition of all Service Frameworks	Effective Date + 270 days.	\$2,075,127.40

In the event that Contractor fails to meet a Transition Critical Milestone by the Milestone Date set forth above, the County may decrement any amount of Transition Fees applicable to such Critical Milestone reasonably determined by the County to represent the diminishment in value of the Services to the County and not as a penalty.

5. MONTHLY SERVICES CHARGE

Following Cutover for each Service Framework during the Term, Contractor shall calculate, on the last day of each calendar month on either a snapshot or cumulative basis (as indicated in Exhibit 16.1-1), the quantity of Resource Units applicable to such Service Framework that are utilized by the County during that month. Contractor shall report such quantities to the County in accordance with the format described in Section 16.2 and Schedule 5 of the Agreement, together with the supporting information and documentation required under such Section and Schedule. Such quantities shall be used to calculate the Monthly Services Charge as follows:

5.1. For Non-Bundled Resource Units

Except for Bundled Resource Units (which are calculated as described below), the monthly volume of Resource Units actually consumed shall be multiplied by the applicable Resource Unit Fees as set forth in Exhibit 16.1-1 and, if applicable, corresponding to the volume band in which the County’s actual volume of consumption falls during such month.

5.2. For Bundled Resource Units

If the County’s actual monthly volume for Bundled Resource Units falls between 90% and 110%, inclusive, of the sum of the Baseline Volumes for such Bundled Resource Units, then the actual monthly volume of each Resource Unit in such bundle shall

be multiplied by the applicable Resource Unit Fee for the 90% to 110% range as set forth in Exhibit 16.1-1, even if the actual monthly volume for a particular Resource Unit falls outside of such range.

If the County's actual monthly volume for Bundled Resource Units falls outside the 90% to 110% range described above, then the actual monthly volume of each Resource Unit in such bundle shall be multiplied by the applicable Resource Unit Fee as set forth in Exhibit 16.1-1 corresponding to the volume band in which the County's actual volume of consumption of such individual Resource Unit falls during such month. An example of this calculation is set forth in Appendix 16.1-1a.

6. SERVICE FEES DURING DISENTANGLEMENT

For any termination as set forth in Section 17 of the Agreement and during the period of any Disentanglement of any Terminated Services, the County shall only pay the Resource Unit Fee for the 90% to 110% range for such Resource Unit, and not any Resource Unit Fees in any other band for such Resource Unit.

7. VOLUMES OUTSIDE OF EXISTING BANDS

If, in any Contract Year, the County's actual consumption of (1) any Resource Unit that is not a Bundled Resource Unit is (i) greater than one hundred thirty percent (130%) of the Baseline Volume for such Resource Unit or (ii) is less than seventy percent (70%) of the Baseline Volume for such Resource Unit, or (2) any set of Bundled Resource Units, is (i) greater than one hundred thirty percent (130%) of the sum of the Baseline Volumes for the Resource Units in the same group of Bundled Resource Units as indicated in Exhibit 16.1-1 or (ii) is less than seventy percent (70%) of the sum of the Baseline Volumes for the Resource Units in the same group of Bundled Resource Units as indicated in Exhibit 16.1-1, then the Parties shall negotiate in good faith new pricing bands, as applicable, for such Resource Unit(s). While such negotiations are pending, the County's consumption of such Resource Units shall continue to be invoiced at the then-current Resource Unit Fees for such Resource Unit(s) until the Parties establish new pricing bands for such Resource Unit(s).

8. ADDITION AND DELETION OF RESOURCE UNIT VOLUMES

Resource Units may only be added or deleted to the County's volumes pursuant to a written acceptance of the addition or deletion of a Resource Unit executed by an authorized representative of the County. For the purposes of added Resource Units, Contractor may charge the County for such Resource Unit commencing on the date the Contractor obtains a signature from an authorized representative of the County confirming the County's acceptance of the delivery and/or installation such Resource Unit. For the purposes of deleted Resource Units, Contractor shall no longer charge the County for (and the County shall have no obligation to pay for such Resource Unit) as of, and after the date that the County submits a Work Request for the deletion of such Resource Unit(s) that is executed by an authorized representative of the County.

9. ADDITION OF RESOURCE UNITS

From time to time during the Term, the Parties may add new categories of Resource Units upon mutual written agreement.

10. PAYMENTS TO AND FROM THIRD PARTIES

The County will make payments directly to third parties, rather than Contractor, with respect to the Retained Assets.

11. TELEPHONE CALL RATES: ON-NET, OFF-NET LOCAL, OFF-NET TOLL, OFF-NET LONG DISTANCE RATES, INTERNATIONAL CALLS, AND TOLL FREE 800 SERVICE

Telephone call rates are based on a per-minute rate, or some portion thereof, and the distance from the caller to the location called.

On-Net Calls are calls placed between County Locations and shall be billed at zero cents per minute.

Off-Net Local Calls are calls placed from County Locations to non-County locations within 16 miles of the County Location from where the call is placed.

Off-Net Toll Calls are calls placed from County Locations to non-County locations beyond 16 miles from the County Location from where the call is placed but within San Diego and Imperial Counties.

Off-Net Long Distance Calls are calls placed from County Locations to locations outside San Diego and Imperial Counties. Long Distance Call rates are further subdivided into calls placed to locations within California or the U.S.

International Calls are calls placed from County Locations to locations outside the U.S. and its territories.

Toll Free 800 Service are calls that are placed by the public to County Toll Free 800 numbers and billed to the County. Toll Free rates are further subdivided into calls placed from San Diego and Imperial Counties, California and the U.S.

Casual Use Calling includes collect calls, person-to-person calls, person-to-person collect calls, remote calls, operator assistance calls, 3rd party calls, dial one calls, dedicated calls and other miscellaneous calls.

Conference Bridge Calls are calls placed to an audio and Web document sharing conference services that allow multiple people participation and is controlled by a unique access code.

Directory Assistance Calls are calls placed to obtain a listed telephone directory number.

Pay Phones located at County facilities provide for the public’s convenience, which are required by statute.

The actual costs will be based on the actual rates for the service description set forth in Exhibit 16.1-1.

12. OPTIONAL ITEM PRICING CATALOG (OIPC)

12.1. OIPC

As described in Schedule 4.3, the Contractor will provide and maintain an On-line Optional Item Pricing Catalog (OIPC). The County will purchase items as well as training Services listed and described in the OIPC. The OIPC will be established by the Contractor as described in this Section 12. The County shall request any items or training in the OIPC by submitting a Work Request. The County is responsible for payment of costs associated with OIPC acquisitions (including training costs associated with End-User training). The Contractor will invoice the County the actual cost of the OIPC item plus a 10% handling charge on the actual cost of such OIPC item. This handling charge represents the Contractor’s actual administrative and procurement cost associated with the acquisition of the OIPC item on behalf of the County. The County may, in its sole discretion, offer the Contractor an opportunity to establish the price and other terms for the procurement of optional hardware and software requested by the County. The County shall then determine, in its sole discretion, whether Contractor’s proposed price and terms reflect the most favorable price and terms (including warranties and discounts) otherwise available. If Contractor’s proposed price and terms are not the most favorable, Contractor shall have the opportunity to meet or beat the best price and terms discovered in the market by the County.

12.2. Desktop Applications Directory in the OIPC

For any and all Services related to version updates to the Desktop Applications listed in the OIPC, Contractor will perform any and all such Services pursuant to a Work Request in connection with such Desktop Application for a flat fee in an amount equal to One Thousand Four Hundred dollars (\$1,400) for each such application, and Contractor shall be responsible for any and all costs associated with such activities for such application beyond the One Thousand Four Hundred dollars.

With respect to Services performed in connection with a new Desktop Application added into the County’s environment via the OIPC, the County shall pay \$2,450.

The intent of the Parties is to reasonably limit the number of Desktop Applications supported by the Contractor. The baseline number of Desktop Applications to be included in the OIPC (the “Desktop Application Baseline”) shall be four hundred forty (440) applications and shall exclude Desktop Applications required to ensure connectivity (e.g., drivers) to the standard Desktop and basic functionality of Optional Standard Hardware. The Parties will determine the monthly average number of Desktop Applications in the OIPC on December 31st of each Contract Year. Should the monthly average number of Desktop Applications in the OIPC exceed or fall below the Desktop

Applications Baseline, the Parties agree to adjust each of the Resource Unit Fees for Standard PC, Laptop, CalWin PC, CWS/CMS PCs, Terminals and Tablet PCs (collectively, “Personal Computing Services Resource Unit Fees”) for the upcoming Contract Year as follows:

Actual Number of Desktop Applications in the OIPC	Fee added to or subtracted from each Resource Unit Fee in the B1 Bundled Resource Unit Fees
291-340	-\$2.00
341-390	-\$1.00
391-440	\$0.00
441-490	\$1.25
491-540	\$2.50

Whether a Desktop Application is to be counted toward the 440 application threshold will be determined by the County in its sole discretion. Factors that the County will consider as indicative of Software that is to be counted toward the application threshold include: (i) the Desktop Application executes solely on the desktop (e.g., not a client piece of a C/S application, or a pass through application for a PDA); (ii) the Desktop Application is a unique application as opposed to a different version of the same application (i.e., multiple versions of the same application will not be counted more than once); (iii) the Desktop Application is not a driver or other Software required to enable accessory hardware to properly operate; (iv) the Desktop Application is not a font or a font set; (v) the Desktop Application is not part of the Core Software for the Standard PC, Laptop, or Tablet PC; (vi) the Desktop Application is not among the Software and clients supported in the Applications Portfolio; (vii) the Desktop Application is not management Software, tools or utilities that the Contractor installs to provide the Services; and (viii) the Desktop Application is not an application utility that is used to install or delete other applications that execute on a Blackberry, PDA, or similar handheld device.

13. CAPITALIZATION AND DEPRECIATION

Except for Shared Resources, all such acquisitions shall, for purposes of the County’s rights upon Disentanglement pursuant to Section 6.3.6 of the Agreement be capitalized, accounted for, and depreciated by Contractor in accordance with the guidelines set forth in herein, without regard to the actual method of acquisition (i.e., whether by purchase, lease, or other method of financing).

13.1. Capitalization

Assets used to provide the Services shall be capitalized as follows:

- Computing Hardware – mainframe, server, printer, and PC hardware are capitalized and depreciated if the cost is \$1,500 or greater and the useful life is greater than one (1) year. Computer workstation components are typically grouped as a system to determine the capitalization threshold. Capitalized amounts include equipment cost, sales tax, shipping, and installation.

- Computing Software – capitalized and depreciated if the cost is \$1,500 or greater and the useful life is greater than one (1) year. Operating system Software that is required to make a system functional is capitalized as part of the system. Capitalized PC and server Software is depreciated over the life of the hardware asset. Capitalized amounts include Software cost, sales tax, shipping, and installation.

- Voicemail and Network Infrastructure – hardware and software for telephone, voicemail, SONET ring circuit, and fiber equipment are capitalized and depreciated if the cost is \$2,000 or greater and the useful life is greater than one (1) year. Capitalized amounts include equipment cost, sales tax, shipping and installation.

- Leasehold Improvements – are capitalized if the project is \$25,000 or more and depreciated over the shorter of the estimated useful life of the improvement or the life of the lease.

- Furniture – free-standing furniture and fixtures are capitalized if the cost is \$1,500 or greater and the useful life is a minimum of two (2) years. The assets must also be identifiable and controllable.

13.2. Depreciation

Assets used to provide the Services applicable to a Resource Unit shall be depreciated using the straight line method over the number of years indicated in Exhibit 16.1-1 for such Resource Unit.

14. Interactive Voice Services Resource Units (Reference Schedule 4.3 Section 5.6.3.6)

14.1. A new Interactive Voice Services Resource Unit shall be defined as an IVS application distinguished by the “public dialed telephone number” associated with the IVS application combined with the uniqueness of the “script” for the IVS application. In practice, the public dialed number will be the first characteristic to distinguish one IVS Resource Unit from another. If multiple public dialed numbers are set up to access an IVS (for example, a 1-800 number and a local number), then the IVS Resource Unit will be identified and distinguished by the IVS “greeting” script. Notwithstanding the actual Unit, Legacy Interactive Voice Service units installed prior to September 1, 2006 shall be as shown and as categorized in Appendix 16.1-14.1 entitled “COSD IVS Solution Inventory as of September 1, 2006”

- 14.2. New and Legacy IVS Resource Units, as contained in Exhibit 16.1-1, are categorized according to the complexity of the IVS solution into five separate IVS Resource Units:
- Basic
 - Simple
 - Advanced
 - Complex
 - Super Complex
- 14.3. The distinguishing characteristic of these five categories are depicted on the Exhibit 16.14 entitled “Interactive Voice Response Unit Category Matrix.” Notwithstanding the actual number of IVS Feature Points associated with each Legacy Interactive Voice Service Unit, Legacy Interactive Voice Service units installed prior to September 1, 2006 shall be as shown and as categorized on the Exhibit 16.14.1 entitled “COSD IVS Solutions Inventory as of September 1, 2006”.
- 14.4. Existing legacy IVS units will not be re-categorized into multiple, less complex IVS Response Unit categories and that the Super Complex IVS resource unit is not intended to provide for the consolidation of existing IVS units or the consolidation of future IVS applications.

15. Video Conferencing, Systems (VTC), Services and Usage Rate, Resource Units (Reference Schedule 4.3 Section 4.6)

- 15.1. The usage rate Resource Unit Pricing shall be \$0.99 per minute per conference point for the first three (3) County participants and any additional County (at a County designated site) site participant shall be at no charge up to a total of 24 simultaneous points.
- 15.2. Video Conferencing Bridging Services may also be obtained at a monthly flat fixed fee per the Resource Unit pricing contained in Exhibit 16.1-1 of the Agreement.
- 15.3. County department's wishing to change to the Fixed Fee VTC Bridging Service rate may do so by submission of an IMAR prior to the beginning of the month in which the Fixed Fee VTC Bridging Service is to be delivered. The Fixed Fee Bridging Service shall continue in effect for the subscriber until a subsequent IMAR is submitted requesting discontinuance of the Fixed Fee Bridging Service prior to the beginning of the month that the change back to the per minute rate is to go into effect.
- 15.4. If the Fixed Fee VTC Bridging Service is in place for a particular VTC unit, the per minute fee for Bridging Service as contained in Exhibit 16.1-1 will NOT be charged if that particular unit is using the bridge to communicate with an ISDN unit. Each unit must pay the Fixed Fee in order to avoid the bridge fee – if

only one of the units has opted for the Fixed Fee, the other unit will still be billed at the per minute charge.

- 15.5. For the purpose of determining which calls are "multipoint"- i.e., over two units per call – any unit that is currently covered by the Fixed Fee will NOT be considered when determining the number of participants. For example, if three units are participating in a single call and one unit is currently covered by the Fixed Fee, the call is not considered multipoint as it has only two participants subject to Bridging Service billing.
- 15.6. The Fixed Fee does NOT cover or include any off-net usage charges for VTC units that are not directly connected (served by an End-User Data Jack or three Multiline Voice Jacks) to the County Network. All normal off-net local and long distance usage charges apply and will appear on the monthly phone bill received by County departments."
- 15.7. Video Teleconferencing equipment shall connect to the network via End User Data Jacks purchased separately
- 15.8. The VTC resource unit prices each contain an allocation of a fixed cost for common equipment (a Gatekeeper and a Border Controller, described in Schedule 4.3 Section 4.6). If the County orders fewer than 20 VTC systems by March 1, 2009, the resource unit prices will be adjusted upward by reallocating the costs of the common equipment over the actual number of VTC systems installed by March 1, 2009. If the County orders more than 45 VTC systems by September 1, 2009, the Resource Units will be adjusted downward by reallocating the costs of the common equipment over the actual number of VTC systems installed by September 1, 2009.
- 15.9. The amortization schedule for NBV and refresh calculations will be 60 months.
- 15.10. The refresh schedule for the VTC systems will be a new/replacement system will be installed at the time a VTC system is ordered and then will be refreshed on month 61.
- 15.11. At the end of the Term the County will purchase the VTC systems from the Contractor at the NBV calculated for each VTC system.
- 15.12. All the new VTC systems provided under these Resource Units will meet the 4 business day (Monday through Friday, 6AM to 6PM, excluding County holidays) interval for service outage break/fix of systems. These services will not be subject to break/fix MASLs. If a particular system is non-operational for more than the 4 business day interval described above, a billing offset will be provided as follows:

15.12.1. In the case of a VTC system not being restored to service within four (4) business days of receipt of a trouble report, the Contractor will credit the County 1/3rd of the monthly RU charge for the failed system. Or,

15.12.2. In the case of a VTC system not being restored to service within twenty (20) business days of receipt of a trouble report then the Contractor will credit the County one month of the RU charge for the failed system.

15.13. Requests for systems to operate above 512 kpbs will be considered, negotiated and engineered on a case-by-case basis.

15.14. Complex equipment installations for new monitors, such as mounting them to walls or customized cart assemblies will be made available on a T&M basis via either an ISR or using the Video Technician Hourly Rate Resource Unit

16. THIRD PARTY COTS SOFTWARE (NON-DESKTOP APPLICATIONS DIRECTORY, NON DAD) ADMINISTRATIVE SERVICE FEES

16.1. Contractor will be paid for the services required to administer third party COTS (non-DAD) software licenses and maintenance agreements for applications used by the County, and reimbursed the costs (plus a reasonable fee) of acquiring new licenses and reimbursed for the costs of acquiring and renewing COTS maintenance agreements

16.2. At the direction of the County via issuance of a Work Request, Contractor will obtain competitive price quotes for COTS software licenses specified in the Work Request and will submit such proposed pricing to the County for review and acceptance. The pricing to be submitted by Contractor (the “Catalog License Price”) for acquisition of new licenses to COTS products will consist of the most favorable pricing obtained by Contractor, including acceptable terms and conditions, for specified COTS products plus a fee as follows:

Vendor License Charge Per COTS Product	Fee	Ceiling/Minimum Fee
Up to \$25,000	15%	up to a fee of \$3,000
\$25,000 to \$200,000 of \$15,000	10%	minimum fee of \$3,000 up to a fee of \$15,000
Over \$200,000 of \$50,000	5%	minimum fee of \$15,000 up to a fee of \$50,000

16.3. The fee will be an incremental amount computed in the percentage shown (subject to the ceiling and minimum fees shown above) and applied to the vendor purchase price negotiated by Contractor for individual COTS products.

16.4. Upon acceptance and direction from the County, Contractor will purchase the specified COTS licenses in its name as Licensee with access and use rights

secured for the County requestor or the County in general as directed. Upon completion of the acquisition of the specified COTS product(s), the County will pay Contractor the Catalog License Price for the acquired product(s)

16.5. At the direction of the County via issuance of a Work Request, Contractor will obtain price quotes for establishment or renewal of maintenance agreements for COTS software products specified in the Work Request and will submit such pricing to the County. The pricing to be submitted by Contractor (the “Catalog Maintenance Price”) for acquisition of maintenance agreements will consist of the most favorable pricing obtained by Contractor, including acceptable terms and conditions, for specified COTS products. Upon acceptance and direction from the County, Contractor will purchase the specified COTS software maintenance in its name. Upon completion of the acquisition of the maintenance agreement for specified COTS products, the County will pay Contractor the Catalog Maintenance Price and the appropriate COTS Administrative Support Resource Unit price as set forth below.

16.6. Three new COTS Administrative Support Resource Units are as follows with pricing set forth in Exhibit 16.1-1 Fees (Summary by Resource Unit):

- COTS Administrative Support – Low
- COTS Administrative Support – Medium
- COTS Administrative Support – High

16.7. These Resource Units consist of the administrative support provided for individual COTS maintenance agreement, including:

- Negotiation with COTS vendors including utilizing best efforts to secure contractual service level commitments, such service level commitments to be subject to County approval;
- End-to-End ticket tracked;
- Escalation of tickets with COTS vendors;
- Management of maintenance service levels established with COTS vendors

16.8. The Resource Units shall be billable for a particular COTS maintenance agreement upon completion of the acquisition or renewal of that maintenance agreement, but in no event more frequently than once per year for a particular COTS product.

16.9. COTS software products will be categorized by Contractor as “Low” “Medium” and “High” for purposes of determining the applicable resource unit based on characteristics that affect the amount and degree of administrative

work involved for a particular product. Factors to be considered in determining the appropriate resource unit for a particular product include but are not limited to the maturity of the application, the stability of the product, the vendor commitment to service levels for maintenance, and the number of Helpdesk tickets generated.

16.10. The County and Contractor further agree to work together to establish sufficient data upon which to base a performance requirement for Contractor work in diagnosing a problems for referral to COTS vendors under maintenance agreements. Such performance requirements are intended to address both the rapidity and accuracy of such diagnoses by Contractor.

17. INDIVIDUAL SYSTEM REQUEST (ISR)

17.1. An Individual System Request will be used for a one-time only event for 3rd party labor and/or hardware not covered by existing Resource Units or the OIPC (Optional Item Pricing Catalog). ISR's may be a standalone request or may be a part of (imbedded in) a WR (Work Request) ISR's will be subject to prior approval by the County Technology Office, and will be governed by the following conditions:

- a. Each ISR will be submitted by Contractor as a Work Request estimate, which will include the following:
 - i. Any third party vendor invoice or bill of material for hardware and/or services which must be itemized and detailed by item description and cost for each item;
 - ii Contractor's 10% mark up on the actual cost of items enumerated pursuant to (i) above
 - iii Payment by the County pursuant to the Work Request shall be contingent upon completion of, and acceptance by the County of, the ISR deliverables unless otherwise agreed to by the County.
- b. Each ISR must pass the County's Fair and Reasonable Analysis standard of review.
- c. For purposes of documenting ISR charges in the Chargeback system and invoicing ISR's will be charged to the appropriate low org. under the Catalog Purchases section in chargeback.

18. DESKTOP ENGINEERING SERVICES (REFERENCE SCHEDULE 4.3 SECTION 4.10)

Without limiting Contractors obligations under the Desktop Services Framework as set forth in any other Section of the Agreement, the following Desktop Engineering Services may be requested by the County and provided by the Contractor.

18.1 Public kiosk development – This includes the development of unique scripts and policies for public kiosks as approved by the County.

18.2 County approved Work that is performed on Desktop hardware that is not contained in the OIPC and/or is not otherwise provided for in this Agreement

18.3 Desktop hardware and/or software pilots approved by the County (i.e. County requested and approved testing of Desktop hardware and/or software the County may be interested in deploying and the Contractor is not otherwise required to test or deploy under any other provision of the Agreement). If the County elects to include software or hardware that was associated with pilot runs, into the Agreement, the charges, as called out in the Agreement, applicable to such items will be offset to the extent the tasks associated with such charges were accomplished as part of the pilot run

19 Infrastructure Engineering Services (Reference Schedule 4.3 Section 9)

This section pertains to the Infrastructure Engineering Services component within the Cross Functional Framework.

As time progresses, opportunities emerge to introduce new technologies that transform services provided by the County. The Contractor will identify and Telecommunications Service present opportunities to leverage new technologies to the County. For transformational solutions based on new technologies in the County environment that:

- Are not already described in the Agreement
- Are not yet present in the County environment with the exception of new technologies now in a pilot phase (e.g. OCS, SharePoint,)
- Are not covered under the existing Resource Units or OIPC
- Represent more than updates to existing/installed technical solutions, and
- Do not have offsetting economic benefits for the Contractor (e.g., reduced support costs, development

19.1 Infrastructure Engineering Services Requirements

The County and Contractor may, from time to time, agree to a process for exploring and implementing these solutions in 3 phases, as follows:

Phase 1 - Opportunity identification and presentation

This phase includes, but is not limited to, opportunity identification, analysis, high-level business case, and presentation to the County. Contractor activities in Phase 1 will be conducted at no additional charge to the County.

Phase 2 - Detailed implementation planning

This phase encompasses activities to validate the viability, and develop the optimal approach for implementation, of the new technology solution in the County environment. This includes specific assessments, analyses, recommendations,

implementation planning, and pilots for the new technology at the County. A work request proposal will be submitted by the Contractor for approval by the County documenting the scope of work and all necessary hardware, software, and services components to accomplish these activities. The work request proposal may be either a firm, fixed price proposal, or a proposal based on time and materials. If the proposal is based on time and materials, Applications Services and Infrastructure Rates will be used for Contractor labor on Phase 2 activities.

Phase 3- Development of an appropriate new Resource Unit for the new technology

If the new technology is deemed viable, a new Resource Unit may be developed and approved as appropriate by the Contractor and County to cover the full life-cycle implementation and support costs for the new technology, including refresh considerations if applicable. Contractor activities in Phase 3 will be conducted at no additional charge to the County.

19.2 Infrastructure Rates will apply to Phase 2 activities only, as described above, and only for labor activities relating to Network Services, Data Center Services, Desktop Services and Help Desk Services.

19.3 Personnel Contractor shall be responsible for staffing to meet the Infrastructure Engineering labor categories as described in detail in Exhibit 16.1-4a to this Schedule 16.1 to the Agreement

20. Domain Names Management Services (Reference Schedule 4.3 - Section 7.16)

This section pertains to the Domain Names Management Services component within the Cross Functional Framework.

20.1 One-Time Transfer Project Fee

Contractor will work with the County to transfer ownership of known domains to the Contractor Domain Name Administrator (One-Time Project). This Contractor Domain Name Administrator will manage the portfolio of domain names, renewing them as required after approval by the County Point of Contact (POC). County POCs may also request new domain names and the Contractor Domain Name Administrator will obtain the domains on their behalf.

The One-time Transfer Project Fee is in the amount of \$7,000.00.

20.2 Additional Transference Fee

An additional Domain Name Transference Fee will be charged for additional domains to be transferred after the One-Time Transfer Project is complete.

The Additional Transference Fee is in the amount of \$45.00/domain name.

20.3 Monthly Management Services Resource Unit Fee

The Domain Name Management Resource Unit Fee is based on an average .com domain name market price of \$10 charged by the current main County providers, GoDaddy, Network Solutions and Aplus.net (“the Market Price”). If, at any time, such average Market Price increases by more than 50%, Contractor reserves the right to adjust the Resource Unit Fee in accordance with the cost increase.

21. **Labor Categories**

21.1 Junior Developer

The use of the Junior Developer labor category and applicable rates, as set forth in Exhibit 16.1-1, Summary by Resource Unit and Exhibit 16.1-4, Application Services Labor Categories, is permitted only with prior mutual agreement between the County Technology Office and the Contractor and subject to Junior Developer availability.

The Junior Developer labor category shall be utilized for a maximum of 20 hours per week.

21.2 Legacy Wave Labor Category and Rate

The use of the Wave Labor category and applicable rate, as set forth in Exhibit 16.1.5, Summary by Resource Unit shall be applicable only to activities within the original scope of the legacy agreement dated May 14, 2008 number 524360 between the County of San Diego and Wave Technology Solutions Group (Legacy Wave Labor Rate”).

The Resource Unit Fee represents a blended Labor Category Rate to be applied for the services provided by the following Wave labor categories:

- Wave Project Manager
- Wave Business Analyst
- Wave Developer
- Wave Architect
- Wave System Engineer

22. **Mobile Device Management Services (Reference Schedule 4.3 – Section 4.11)**

This section pertains to the Mobile Device Management Services component within the Desktop Services Framework.

22.1 Monthly Service Fees

Monthly Service covered under this section will be billed through the MDM Resource Unit including both County provided and Bring Your Own Device (BYOD) mobile assets.

22.2 License Fee

An AirWatch License Fee in the amount of \$47.50 fee shall be charged for each additional device in excess of 2,000.

Such charges shall be submitted quarterly and will be based on the net number of new devices added in the previous three-month period.

The County may choose to use available reinvestment credit as described in Section 5.4.2.3 of Schedule 4.3 for the quarterly license true-up

23. **Service Contracts**

A Service Contract Resource Unit (RU) will be established with a flat rate of \$1 per month. The value of this RU will remain constant and the extended cost (rate x volume) per Service Contract per month will be determined by the volume. For instance if the monthly charge for the Service Contract in question is \$250 the calculation in Chargeback would be $\$1 \times 250 = \250 . The County and Contractor must mutually agree, via e-mail, to the use of the Service Contract RU for each service contract. Once an agreement has been made to use the Service Contract RU, the service contract in question will be charged under the Service Contract RU until such time as the services are no longer required by the County, and the Service Contract has been terminated. All Service Contract charges will include a Contractor 10% handling fee.

For the purposes of visibility to County customers and auditing, a report will be established on the ITSC listing all Service Contracts that are currently or had in the past been charged via the Service Contracts RU. This report will be updated monthly, and available for review, for all Service Contracts for the previous and prior months on the ninth day of the following month (prior to the previous months chargeback load). For example, all Service Contracts, using the Service Contract RU, for all previous months and the month of July would be posted on the ITSC reports section for review on the ninth of August. This report at a minimum will list the Supplier of the Service Contract, a description of the service, the expected monthly charge, the duration of the Service Contract, the current status (active/closed) and the low org to be charged. Additional supporting documentation pertaining to these charges will be maintained in accordance with Contractor's procurement requirements.

24. **Standard PC and Laptop Early Refresh (Reference Schedule 4.3 - Section 4.4.3.2.14)**

This section pertains to the use of the Standard PC and Laptop Early Refresh Resource Units.

- The use of the Early Refresh Resource Units as called out in Section 4.4.3.2.14 Standard PC and Laptop Early Refresh Services shall apply to this section of 16.1.
- The corresponding Resource Unit Fee shall be charged for any remaining month until the schedule refresh date for each asset to be replaced, in accordance to the corresponding refresh cycle set forth in Sections 4.4.3.2.1 and 4.4.3.2.7 of Schedule 4.3. No fees will be charged in the event the IMAR for the Early Refresh is submitted with six months of the scheduled refresh date for the asset.
- The Contractor shall advise the County in writing as to the Standard PC and Laptop early refresh charges associated with the request prior to the refresh of the Standard PC or Laptop.
- As the Resource Unit for both the Standard PC and Laptop is a per month rate, the ITrack load will reflect the number of months the rate is to be applied in the volume column to yield the total one time early refresh charge for a given unit.

25. Voicemail to Email Integration

This section pertain to voicemail messages through the County email system

- As set forth in Section 5.6.3.4 of Schedule 4.3, Operational Services, this service provides a Voicemail to Email Integration solution by supplying the hardware and software required by the County’s Voicemail application to send an email to County selected End-users’ notifying them of any received voice message.
- The initial Voice Mail by Email Service shall be limited to 1,000 County End-users (the “Initial Service”) to be identified by the County.
- The implementation costs for the deployment of the Initial Service, software licensing for the initial 1,000 licenses and ongoing maintenance are paid by the County through a one-time fee. Additional licensing in excess of the original 1,000 units is not included in the implementation costs

26. LAN Edge Switch Reinvestment Credit

This section pertain to the established Reinvestment Credit as a result of the Refresh deferral referenced in Schedule 4.3 Section 5.4.2.3.

- The County shall receive credit for LAN Edge Switches that are not refreshed during the periods between September 30, 2011 through December 31, 2012 and January 1, 2013 through December 31, 2014, (the “Reinvestment Credit”). The Reinvestment Credit is in the amount of \$1,818,000. Use of the Reinvestment Credit will be for mutually agreed upon solutions, initiated by the County or the Contractor, that will

directly benefit the County’s business and/or meet the County’s IT Strategic direction. The Reinvestment Credit may be used for products and/or services not in place prior to December 31, 2012, or for the expansion of products and/or services previously funded by the Reinvestment Credit. The County shall approve in writing the purpose and amount(s) to be redirected.

- The Contractor shall provide the County an accounting of the Reinvestment Credit after each use.
- The Contractor shall provide the County with formal written proposals for the County to consider in using the Reinvestment Credit. The County may accept or reject these proposals at its sole discretion.
- At twelve months prior to the end of the Contract Year Twelve, the unspent Reinvestment Credit or any portion thereof, shall be retained by the County less a margin of 30% which will be paid to the Contractor.
- All requirements stated in the Agreement as to the satisfactory provision of services, associated with the projects will apply.

END OF SCHEDULE