

Statement of Work

**Lincolnwood School District 74
6950 North East Prairie Rd
Lincolnwood, IL 60712**

**MITEL SUPPORT SERVICE
AGREEMENT**

August 25, 2022

Contact Information:

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Confidentiality Agreement

Each party to this Agreement may have access to confidential information concerning the methodologies, pricing, and business practices of the other. Neither party shall make any use of such information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement, except as may be necessary to comply with the laws or a court having proper jurisdiction.



Project Overview

This Statement of Work (“SOW”) reflects the services and materials to be provided by Heartland Business Systems, LLC (hereinafter referred to as “HBS”) for **Lincolnwood School District 74** (hereinafter referred to as “Customer”).

HBS has been engaged to provide single point of contact technical support for the equipment listed on Schedule 2 attached hereto (hereinafter referred to as the “Equipment”). This includes support of the Equipment as noted in the attached Bill of Materials (BoM), support via phone, e-mail, and onsite services as required by the Service Level Agreements (SLA’s) for critical and non-critical incidents. HBS shall update Schedule 2 from time to time as necessary. HBS shall not provide any services under this Agreement until HBS has received the initial payment from the Customer.

HBS will review and resolve technology and functionality questions and issues for the Equipment.

All support issues will be logged into the HBS Incident Management System by HBS. All client information stored in the incident management system shall be owned by HBS.

If the Customer wishes to add any additional equipment to this Agreement, a Change Order shall be required pursuant to the Change Management section of this Agreement. The Change Order form is attached hereto as Appendix A. If any additional equipment is added to this Agreement during a one-year term, the amount charged shall be prorated for such partial year based on the actual number of days remaining in such one-year term, and billing will be adjusted accordingly for the remainder of that term.

Project Scope

HBS will provide the following services and materials:

In Scope

The scope of service for the Equipment is as follows:

A. Service Level Agreements (SLA)

- Non-Critical Incidents – A return call from HBS will be initiated within four hours to create a plan for issue resolution with Customer designated contact. An incident will be resolved as a best effort within 24 to 72 hours. Non-critical incidents are those reported during 8 AM to 5 PM Monday through Friday Central Time (excluding federal holidays).
- Critical Incidents – A return call from HBS will be initiated within 30 minutes to create a plan for issue resolution with Customer Administrator. Critical incidents are those that require immediate attention where an HBS Engineer will begin working on issue within 60 minutes of incident initiation to solve as soon as possible. In addition, all after hour support efforts will be considered critical unless part of a non-critical plan for resolution.

B. Patching and System Updates

- HBS will remotely provide critical patches and one update per year for the Equipment, provided that the Customer has purchased SWA coverage from Mitel prior to entering into this Agreement.



- In order to receive the above-described updates, the Customer's existing hardware must be supported by upgraded software. Any software updates that would require updates to hardware are considered out of scope.

C. SLA Options

The Customer shall select one of the following two options on Schedule 1:

1. The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on the Rate Sheet attached hereto as Schedule 3 (the "Rate Sheet").
 2. The Customer selects 24 X 7 X 365 coverage.
- In order to be eligible for escalation to Mitel Support outside Monday - Friday 8 AM - 5 PM Central Time, the Customer must have purchased Premium SWA coverage from Mitel prior to entering into this Agreement.

D. Replacement of Equipment.

HBS shall provide a warranty covering labor costs and replacement parts arising from defects in materials and workmanship for the Equipment, under normal use during the term of this Agreement. However, under no circumstances shall HBS provide repairs, services, or replacement of any Equipment required as a result of (a) neglect, misuse or intentional damage of Equipment, (b) alterations, additions or modifications to the Equipment performed by anyone other than HBS, (c) the failure of Customer to provide and maintain a suitable environment for the Equipment, as prescribed by HBS, including, but not limited to, proper electrical power, air conditions and humidity control, (d) use of supplies or materials not meeting HBS specifications, (e) use of the Equipment for purposes other than for which it was designed, (f) electrical work external to the Equipment or service in connection with Equipment relocation, reconfiguration or additions, (g) cutoff of any services to Customer by a utility, (h) viruses, malware, spyware, adware, ransomware, worms, rootkits, Trojan horses, or other harmful code or contaminants, or (i) fires, war, riots, terrorism, floods, tornados, civil commotion, explosion, or any other acts of God or acts of nature. Any repairs, services or replacement arising out of or related to subsection (a) through (i) above shall be considered outside the scope of this Agreement. In the event that a replacement part is unavailable for any reason, HBS shall provide an equivalent replacement part, as determined by HBS. With regard to any obsolete or end of life Equipment, HBS shall make best efforts to provide replacement parts.

A table showing examples of in scope and out of scope items is attached hereto as Schedule 4.

E. Additional Terms.

- **Contract Duration:** The original term of this Agreement shall be as set forth on Schedule 1. This Agreement shall be renewed automatically for successive terms of one (1) year each, unless either party gives written notice to the other at least thirty (30) days prior to the expiration of any term of its intention not to renew. The renewal will include any pricing adjustments as described in Item 2 of "Assumptions and Dependencies."
- In the event that HBS determines that the Customer requires any other services for the Equipment that are outside the scope of this Agreement, HBS shall separately bill the Customer at the rates listed on the Rate Sheet.
- Travel of HBS Engineering to a Customer location not more than 90 miles from an HBS office to provide onsite support for the Equipment that is within the scope of this Agreement is included.
- Travel of HBS Engineering to provide other onsite support for the Equipment that is outside the scope of this Agreement, or that is more than 90 miles from an HBS office will be invoiced at the applicable hourly rate



listed on the Rate Sheet, dependent on issue severity. Travel will be billed from the local HBS office regardless of Engineer location.

- A Change of Service Ownership form must be completed upon contract acceptance to grant HBS Mitel Software Assurance contract access and to allow HBS to communicate and open Support cases with Mitel on behalf of the customer. Heartland shall separately bill the Customer for any Change of Service Ownership fees. If the Change of Service Ownership cannot be completed or Software Assurance is not carried, the customer acknowledges that HBS will only be able to deliver best-effort resolution to level 3 and above tickets and accepts any additional time required to resolve. HBS shall separately invoice the Customer for any such additional time and any repairs or replacements that are necessary due to the Customer not carrying Software Assurance.
- A letter of authorization (LOA) must be signed upon contract acceptance to grant HBS telco provider access.

Out of Scope

Any repairs, services or replacement of any other devices, ancillary equipment or cable infrastructure is not included in this Agreement.

Any work or material not specifically identified in this document is not included in this Agreement. Manufacturer support is not included in this Agreement. Customer may obtain manufacturer support through a separate agreement.

Assumptions and Dependencies

The following list contains the assumptions used to develop HBS Service pricing.

1. All pricing is based on information, written and verbal, provided by Customer and is subject to revision and change should the information provided vary from our assumptions. The information provided will be validated and confirmed during the discovery portion of our implementation process.
2. HBS shall have the right to adjust the fees, rates and charges for each renewal term by providing written notice to Customer at least 45 days prior to the expiration of the then current term. The agreement will be billed regardless of Customer's actual usage. In addition, HBS shall also have the right to adjust the rates on the Rate Sheet on an annual basis.
3. Pricing assumes that all incidents initiated will be English-speaking. Customer is responsible for all fees associated with international calling. If translation services are required, Customer is also responsible for the cost of hook up and translation fees.
4. HBS shall also separately bill the Customer for implementation and assessment costs. Implementation and assessment costs, if required, are to establish documentation of the Voice Environment and cover HBS costs incurred to configure monitoring, reporting, and response services to fulfill this agreement.

HBS and Customer will both ensure that adequate resources for which each respective party is responsible are available when needed throughout the duration of this engagement. The timely completion of this engagement will depend on the availability of the necessary Customer personnel committed to this effort. This SOW assumes that Customer's subject matter expert, technical resources, and any named resources will be available as scheduled to provide information and access to the HBS team for the duration of the project.

Customer is responsible for resolving problems outside the SOW that are beyond the control of HBS (i.e. software bugs, hardware failures, telecommunication circuits, server issues, and desktop issues). HBS can assist with these out of scope issues through the Change Management process.



The timely completion of this engagement will also depend on the availability and delivery of the product(s) associated with this SOW from other vendors.

Any potential dependencies that may be discovered prior to implementation will be communicated to Customer to determine impact.

Deliverables

The following are the deliverables HBS will provide to Customer (herein referred to as “Deliverables”) for this Project:

Any change to the Deliverables listed below will require a Change Order.

#	Deliverable
1	HBS will conduct an annual system review and schedule any remediation tasks.
2	HBS will provide roadmap remediation recommendations based on hardware and application lifecycles.

Pricing

Customer agrees to compensate HBS as stated on Schedule 1. HBS shall update Schedule 1 for each renewal term pursuant to Item 2 of Assumptions and Dependencies.

Change Management

Additional products and services beyond the In-Scope deliverables listed above are considered out of scope and require a change request approved by the customer before any work can be continued. Any additions/deletions/modifications to the agreement, regardless of modification to project value, require a change request approved by the customer prior to either party performing work.

HBS will submit a formal Change Request for customer approval that documents the out of scope work, and any associated costs or schedule changes. When a Change Request is approved and signed by Customer, it becomes a Change Order and is formally considered a part of this Agreement.

Terms

Binding Agreement - This Statement of Work (SOW) describes the professional services and/or products, and results to be provided by HBS. When mutually executed for implementation, this SOW becomes contractually binding on HBS and Customer under the terms and conditions of the HBS Standard Terms and Conditions (STC) document.

Order of Precedence - Any ambiguity or inconsistency between or among the statements of this SOW and the Standard Terms and Conditions (“STC”) shall be resolved by giving priority and precedence in the following order:

- Statement of Work (SOW)
- Standard Terms and Conditions (STC)

Promises – No other promises have been made related to this SOW except for those stated in this SOW. This SOW supersedes all other agreements or promises related to this Project and SOW.



Non-Payment - Any invoice, whether for this Agreement or any other products or services provided by HBS, remaining unpaid after its due date shall be grounds for HBS to immediately withhold any products or services covered by this Agreement.



Schedule 1

Coverage Type

- ☒ **MSSA-HL** Hardware / Labor Agreement
- ☐ **MSSA-H** Hardware Only Agreement
- ☐ **MSSA-L** Labor Only Agreement
- ☐ **MSSA-MSV** Managed Service Voice
(includes hardware and labor support, plus REMOTE programming and programming support during regular business hours)

Coverage

- ☒ The Customer selects Monday – Friday 8 AM – 5 PM Central Time coverage. The HBS coverage team is available 24x7x365, and the Customer shall be billed for any after-hours services at the rates stated on this Rate Sheet.

OR

- ☐ The Customer selects 24 X 7 X 365 coverage.

- **Mitel Support Service Agreement for October 1, 2022 to September 30, 2023.**
 - **Coverage is included for the systems and equipment listed in Schedule 2.**
 - **DESKTOP DEVICES AND / OR DESKTOP DEVICE ADD-ONS ARE NOT COVERED UNDER THIS AGREEMENT UNLESS SPECIFIED IN Schedule 2.**

Total: \$6,257.49



Schedule 2

Application Record / Serial Number / Quantity	Description and / or Location
1	Mitel MiVoice Office 250 (Administration)
1	Mitel MiVoice Office 250 (Lincoln Hall)
1	Mitel MiVoice Office 250 (Rutledge Hall)
1	Mitel MiVoice Office 250 (Todd Hall)
±	Mitel desktop devices and Mitel desktop device add-ons



Schedule 3

Rate Sheet

Out of scope services shall be billed at the following rates:

HOURLY SERVICES BILLING SCHEDULE
 (time is billed in 15 minute increments)

Engineer Work Role	Hourly Rate
Structured Cabling	\$90
AV Tech Help-desk Break-Fix ESRM Coordinator Point of Sale Infosec Coordinator I Physical Security Engineer	\$120
AV Engineer 2 Cabling 2 Network Operations Center 2 Mitel Engineer 2 SMB Engineer HBS Data Center Collaboration 2 Cloud Engineer 2 Imaging Technician 2 O365/SharePoint 2 Network Engineer 2 Systems Engineer 2 Physical Security Engineer 2 Project Coordinator/Manager 2 Cabling Project Manager 2	\$160
AV Engineer 3 Network Engineer 3 Systems Engineer 3 Collaboration 3 Collaboration Project Manager 3 Mitel Engineer 3 Physical Security Engineer 3 Apps/Business Consulting 3 Imaging Engineer 3 O365/SharePoint 3 CRM 3 Project Manager 3 Infosec Consultant 3 Network Operations Center 3 Websites/Kentico Custom Development	\$190
ERP/Dynamics GP 4 Network Engineer 4 Systems Engineer 4 Collaboration 4 Cloud Architect 4 BI/Data Analytics/SQL 4 CRM 4	\$210 \$215
Applications Architect 5 Systems Architect 5 Cloud Architect 5 Cisco Collaboration 5 ERP/Dynamics GP 5	\$230
Infosec Consultant 6	\$250
Infosec Consultant - Applications	\$260
Infosec Consultant 7 Network Architect 7 Systems Architect 7 Cloud Architect 7 Collaboration Architect 7	\$275
On Call Pager	\$350
After Hours Rate - Before 8am or after 5pm CST - Weekends & Company Recognized Holidays	1.5x Base Rate



Schedule 4

<u>In Scope</u>	<u>Out of Scope</u>
Hardware failure due to normal component failure.	Hardware failure due to environmental condition. <ul style="list-style-type: none">• Water damage due to pipe breaking.• Heat damage due to HVAC failure.
Hardware failure due to electrical issue. <ul style="list-style-type: none">• If there is an HBS supplied and covered UPS under a support service agreement the failed hardware will be repaired.	Hardware failure due to uncontrolled electrical issues. <ul style="list-style-type: none">• This can occur with a major power outage. When power is restored, a surge can cause component failure.
Program around an issue to allow for functionality. <ul style="list-style-type: none">• Public network failure of trunks.• Programming around a network failure.• Programming around a failed component that is covered under a support agreement.	Programming to change a feature or functionality. <ul style="list-style-type: none">• Programming to change auto attendant destinations.• Program of incoming ringing destinations.• Programming of keys on a device.• Programming of an ACD path.
Replacement of a device which failed due to normal wear and tear.	Replacement of a device that has been used and abused. <ul style="list-style-type: none">• Water damage.• Physical damage.
Availability of administration application for client programming of systems.	Deployment of administration application for the client programming of systems. <ul style="list-style-type: none">• HBS assists with the initial deployment of these applications at the original project deployment of the systems.
Repair or replacement of the components of the system(s) inventory as defined in Schedule 2.	Failure of client supplied equipment. <ul style="list-style-type: none">• Hardware servers or virtual environments may be supplied by you, the client. When this occurs, that application will be covered but the server that it resides in will not.
	Manufacturer's support charges. <ul style="list-style-type: none">• Manufacturer's support is typically required for all applications.• If after hours support is required, Premium support may need to be purchased.• Manufacturer's support is purchased under a separate contract.



Change Order Form (Appendix A)

Project Name:	
Change Request #:	

General Information (completed by requester)

Change Request Submitted by:	
Date Submitted:	
Submitter Phone # and email:	
Person Requesting Change:	
Date Requested:	
Requester Phone and email:	
Related Change Request Numbers:	

Proposed Change (completed by requester)

Title of Change:	
Description of Change:	
Reason for Change:	
Requested Completion Date:	

HBS - MSSA Renewal 2023

Quote #285645 v1

Prepared For:

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Date Issued:

08.29.2022

Expires:

09.26.2022

2023 MSSA Renewal	Price	Qty	Ext. Price
Sergeant (regular business hours): 8-5 Term: October 1, 2022 to September 30, 2023	\$6,257.49	1	\$6,257.49
Subtotal			\$6,257.49

Quote Summary	Amount
2023 MSSA Renewal	\$6,257.49
Total:	\$6,257.49

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 15% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns are accepted by HBS without prior written approval. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2018.v2.0 or later, or the parties have executed a current master services agreement, the signed agreement shall supersede the version on the website. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. QT.2021.v1.0

Acceptance

Chicago Illinois Office**Lincolnwood School District 74**

Jose Gutierrez

Signature / Name

08/29/2022

Date

Signature / Name

Initials

Date