

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
SunTel Services, LLC.  
AND THE CITY OF ANN ARBOR**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron, Ann Arbor, Michigan 48104 ("City"), and SunTel Services, LLC ("Contractor") a(n) Michigan Corporation with its address at 1095 Crooks Road, Troy, MI. 48084 agree as follows on this 1st day of December 2011.

The Contractor agrees to provide services to the City under the following terms and conditions:

**I. DEFINITIONS**

Administering Service Area/Unit: Finance and Administrative Services Area/IT Service Unit.

Contract Administrator: IT Director, acting personally or through any assistants authorized by the Administrator/Manager of the Administering Service Area/Unit.

Deliverables: All Plans, Specifications, Reports, Recommendations, and other materials developed for and delivered to City by Contractor under this Agreement

Project: City Telephone System Upgrade

Statement of Work (SOW): a request for specific services or deliverables by the City, a proposal of Contractor, or another written instrument that meets the following requirements:

1. Includes substantially the following statement: "This is a Statement of Work under Professional Services Agreement Dated December 1, 2011"
2. Is signed on behalf of both parties by their authorized representatives. The required signatures for the City are: (a) City Administrator; (b) Administrator of the Administering Service Area/Unit approved as to substance; and (c) City Attorney approved as to form and content.
3. Contains the following three mandatory items:
  - a. Description and/or specifications of the services to be performed and the Deliverables to be delivered to City
  - b. The amount of payment
  - c. The time schedule for performance and for delivery of the deliverables

In addition, when applicable, the Work Statement may include such other terms and conditions as may be mutually agreeable between parties.

**II. DURATION**

This Agreement shall become effective on December 1, 2011, and shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in this Agreement.

**III. SERVICES**

- A. The Contractor agrees to provide telephone upgrade services ("Services") in connection with the Project as described in Exhibit B. The City retains the right to make changes to the quantities of service within the general scope of the Agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the

conditions of the original Agreement.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the Contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the City except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

#### **IV. COMPENSATION OF CONTRACTOR**

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made 30 days following receipt of invoices submitted by the Contractor, and approved by the Contract Administrator.

#### **V. INSURANCE/INDEMNIFICATION**

- A. The Contractor shall procure and maintain during the life of this contract, such insurance policies, including those set forth in A, as will protect itself and the City from all claims for bodily injuries, death or property damage which may arise under this contract; whether the acts were made by the Contractor or by any subcontractor or anyone employed by them directly or indirectly. In the case of all contracts involving on-site work, the Contractor shall provide to the City, before the commencement of any work under this contract, documentation demonstrating it has obtained the policies required by Exhibit A.
- B. Any insurance provider of Contractor shall be admitted and authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-admitted insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney's fees resulting or alleged to result, to its proportionate extent, from any negligent, grossly negligent, reckless and/or intentional wrongful or tortious acts or omissions by the Contractor or its employees and agents occurring in the performance of or in breach of this Agreement.

## **VI. COMPLIANCE REQUIREMENTS**

- A. Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the nondiscrimination provisions of Chapter 112 of the Ann Arbor City Code and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.
- B. Living Wage. If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

## **VII. WARRANTIES BY THE CONTRACTOR**

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience, and professional licenses necessary to perform the Services specified in this Agreement.
- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these Services; and no attempt has been made or shall be made by the Contractor to induce any other perform or firm to submit or not to submit a proposal for the purpose of restricting competition.

## **VIII. OBLIGATIONS OF THE CITY**

- A. The City agrees to give the Contractor access to the Project area and other City-owned properties as required to perform the necessary Services under this Agreement.
- B. The City shall notify the Contractor of any defects in the Services of which the Contract Administrator has actual notice.

## **IX. ASSIGNMENT**

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however

described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.

- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties.

## **X. TERMINATION OF AGREEMENT**

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice.
- B. The City may terminate this Agreement if it decides not to proceed with the Project by notice pursuant to Article XII. If the Project is terminated for reasons other than the breach of the Agreement by the Contractor, the Contractor shall be compensated for work performed and authorized pursuant to this Agreement.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.
- D. The remedies provided in this Agreement will be cumulative, and the assertion by a party of any right or remedy will not preclude the assertion by such party of any other rights or the seeking of any other remedies.

## **XI. REMEDIES**

- A. This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory and/or other legal right, privilege, power, obligation, duty or immunity of the Parties.
- B. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- C. The following provision(s) shall survive the termination of this Agreement: Article V.

## **XII. NOTICE**

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other.

Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

SunTel Services, LLC  
1095 Crooks Rd.  
Troy, MI 48084

If Notice is sent to the CITY, it shall be addressed and sent to:

City of Ann Arbor  
IT Director  
301 E. Huron  
Ann Arbor, Michigan 48107

### **XIII. CHOICE OF LAW AND FORUM**

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

### **XIV. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents (i.e., Deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the City. Original basic survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable, but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

### **XV. CONFLICTS OF INTEREST OR REPRESENTATION**

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

Contractor agrees to advise the City if Contractor has been or is retained to handle any matter in which its representation is adverse to the City. The City's prospective consent to the Contractor's representation of a client in matters adverse to the City, as identified above, will not apply in any instance where, as the

result of Contractor's representation, the Contractor has obtained sensitive, proprietary or otherwise confidential information of a non-public nature that, if known to another client of the Contractor, could be used in any such other matter by the other client to the material disadvantage of the City. Each matter will be reviewed on a case by case basis.

**XVI. SEVERABILITY OF PROVISIONS**

Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

**XVII. EXTENT OF AGREEMENT**

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by the Contractor and the City.

**FOR CONTRACTOR**

By \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR**

By \_\_\_\_\_  
John Hieftje, Mayor

By \_\_\_\_\_  
Jacqueline Beaudry, City Clerk

**Approved as to substance**

By \_\_\_\_\_  
Steven Powers, City Administrator

By \_\_\_\_\_  
Tom Crawford, CFO/Finance and  
Administrative Service Area Administrator

**Approved as to form and content**

\_\_\_\_\_  
Stephen K. Postema, City Attorney

## EXHIBIT A

### INSURANCE REQUIREMENTS

Effective the date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall provide certificates of insurance to the City on behalf of itself, and when requested any subcontractor(s). The certificates of insurance shall meet the following minimum requirements.

1. Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$1,000,000.
  2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:  
  
Bodily Injury by Accident - \$500,000 each accident  
Bodily Injury by Disease - \$500,000 each employee  
Bodily Injury by Disease - \$500,000 each policy limit
  3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 07 98 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements including, but not limited to: Products and Completed Operations, Explosion, Collapse and Underground Coverage or Pollution. Further, the following minimum limits of liability are required:  
  
\$1,000,000 Each occurrence as respect Bodily Injury Liability or  
Property Damage Liability, or both combined  
\$2,000,000 Per Job General Aggregate  
\$1,000,000 Personal and Advertising Injury
  4. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 07 97 or current equivalent. The City of Ann Arbor shall be an additional insured. There shall be no added exclusions or limiting endorsements. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
  5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- B. Insurance required under V.A.3 and V.A.4 of this contract shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City.
- C. Documentation must provide and demonstrate an unconditional 30 day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number; name of insurance company; name and

address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which shall be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified. An original certificate of insurance may be provided as an initial indication of the required insurance, provided that no later than 21 calendar days after commencement of any work the Contractor supplies a copy of the endorsements required on the policies. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) to the City. If any of the above coverage expires by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies to the Administering Service Area/Unit at least ten days prior to the expiration date.



**EXHIBIT B**

**SCOPE OF SERVICE AND COMPENSATION**

**See Next Page(s)**

# Statement of Services

## City of Ann Arbor

Project Proposal: 2745  
Site: City of Ann Arbor  
Communications Technology-Mitel Campus



### Project Description

This Statement of Services schedule reflects information for a City of Ann Arbor communications technology upgrade. The scope of the information reflects an upgrade of Mitel systems and applications to the most current software release.

- Software will be provided under the current City of Ann manufacturer assurance contracts
- The project reflects a multi-phase project across multiple systems and applications
- Upgrade City of Ann Arbor Mitel 3300 Controllers to MCD 4.2 and SDS database
- Upgrade applications to current software release

### Phase I

- Upgrade NuPoint UM
- Upgrade Mobile Extension Server
- Upgrade all 3300 Controllers to MCD 4.0
  - WWTP, HC and CTN will require memory upgrades

### Phase II

- Perform DB check and cleanup all database errors
- Migrate all MCD databases to SDS model
- Upgrade AATA MAS server and all applications

### Phase III

- Upgrade all 3300 Controllers to MCD 4.2 or latest release
- Upgrade Enterprise Manager/Ops Man
- Ops Manager will now only have Scheduled backup functionality

### Phase IV

- Upgrade CCM, IQ and CA. Re-create database(s)

### Implementation

- Implementation is inclusive to Project Management, survey/data collection, remote and onsite preparation; upgrade activities, system upgrade (s), and cutover(s).
- Schedule 2745 is an estimation. All Services will be billed based upon the actual time required for completion.
- All material required is billable on a time and materials basis.



# Statement of Services

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## Prerequisite (s)

- Project documentation
- Active Mitel Assurance on all products and applications

## Assumptions & Considerations

Upgrade all City Of Ann Arbor 3300 Controllers to MCD 4.2 and SDS database. Upgrade applications to latest software release. The general Statement of Work is as follows:

- Upgrade NuPoint UM
- Upgrade Mobile Extension Server
- Upgrade all 3300 Controllers to MCD 4.0
  - WWTP, HC and CTN will require memory upgrades
- Perform DB check and cleanup all database errors
  - Please note this phase is transitional and could require additional time for review, discussion, and system clean-up.
- Migrate all MCD databases to SDS model
- Upgrade AATA MAS server and all applications
- Upgrade all 3300 Controllers to MCD 4.2 or latest release
- Upgrade Enterprise Manager/Ops Man
  - Ops Manager will now only have Scheduled backup functionality
- Upgrade CCM, IQ and CA. Re-create database(s)

*Work will be completed and preplanned in advance with the City of Ann Arbor.*

## City Hall - 3300MXe Server    App Record - 7812531

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support
- Admin re-training on 3300 applications



# Statement of Services

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## **City Hall – CHTG1 3300MXe App Record - 1582163**

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **City Hall – CHTG2 3300MXe App Record - 91875967**

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **Wheeler Center – 3300MXe Server App Record - 63555686**

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **Wheeler Center – WCTG1 3300MXe App Record - 39318714**

- Project Management
- Upgrade to MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **Wheeler Center – WCTG2 3300MXe App Record - 93139525**

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support



# Statement of Services

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## **WWTP1 – 3300CX App Record - 76137317**

- Qty. 1            50005883        256Mb To 512 Mb Memory Upgrade
- Project Management
- Replace Memory And Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **WTP1 – 3300MXe App Record - 23503441**

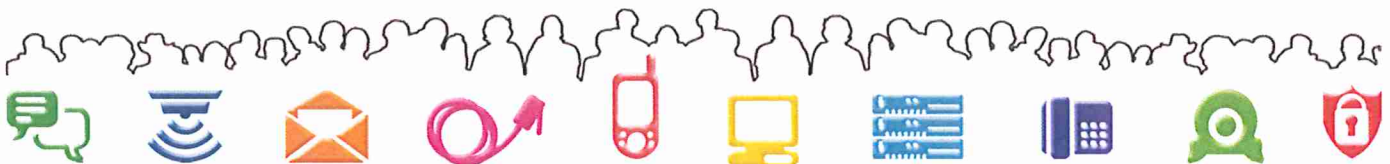
- Project Management
- Upgrade to MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **Fire Station – 3300MXe App Record - 54213126**

- Project Management
- Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## **Housing Commission – 3300CX App Record - 3805704**

- Qty. 1            50005883        256Mb To 512 Mb Memory Upgrade
- Project Management
- Replace Memory And Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support



# Statement of Services

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## CTN – 3300CX App Record - 86726078

- Qty. 1            50005883      256Mb To 512 Mb Memory Upgrade
- Project Management
- Replace Memory And Upgrade To MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## NuPoint UM – Minimum 3300 release 9.0

- **Server Memory, 1 GB, shows 96% usage. Memory upgrade recommended.**
- Project Management
- Upgrade from MSL 3.0/NuPoint UM 8.5 to MSL 9.2.25.0/NuPoint UM 4.2 (14.2.0.37)
- Post Cutover Support

## Enterprise Manager/Ops Manager – Minimum MCD Release 4.1

- Project Management
- Upgrade Enterprise Man/OpsMan from v5.0 to 6.2/OpsMan 9.2
- Note: After upgrade, Enterprise Manager will only be able to monitor alarms and perform backups. No M.A.C. work will be able to be performed

## Quick Conference

- Quick conference is a Mitel manufacturer discontinued product but is supported by Counterpath. City of Ann Arbor's Quick conference is at Release 2.1 which is supported with MCD 4.2. If the City wants to move up to a current Audio Conference bridge they will be required to purchase MAS with AWC.

## Mobile Extension – Minimum 3300 Release 7.0 UR1

- Mobile extension is excluded from this Statement of Work.

## vMBG

- This has been recently installed and is at the latest release.



# Statement of Services

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## CCM/IQ

- Project Management
- Upgrade CCM/IQ/CA from Release 5.5 SP3 to Release 5.7 or 5.8
- Rebuild entire PF database to customer specifications
- Admin re-training

## AATA – 3300MXe App Record - 80119936

- Project Management
- Upgrade to MCD 4.0
- Database cleanup and SDS Migration
- Upgrade to MCD 4.2
- Post Cutover Support

## MAS – Minimum MCD 4.0 SP3

- Qty. 1            54004884            MAS 1.2 to MAS 2.2 Multi App Upgrade
- Project Management
- Upgrade from MSL 8.5/MAS 1.2 to MSL 9.2/MAS 2.2 SP1
- Upgrade MAS NuPoint UM from 3.0 to 4.2 (14.2.0.36-01)
- Upgrade MBG from 5.0 to 6.1
- Upgrade Mobile Extension 1.7 to UC Mobile 2.2 (2.2.103.0)

## Interoperability

- SunTel Services is not responsible for third party applications.
- Assumes all hardware and software is compatible with Mitel
- Network troubleshooting of any kind is not included within the scope of this project

## Acceptance & Lead Time

- Upon receipt of the purchase order and proposal schedule, the lead time for processing, order procurement, and scheduling is approximately 60 days.
- This schedule is valid for 30 days.

5/03/2011

06/10/2011R2





1095 Crooks Rd., Suite 100  
 Troy, MI 48084  
 Ph: 248-654-3600 Fax: 248-654-3630

## Proposal Schedule A

City of Ann Arbor

**UPGRADE**

Proposal #: 2745-029

6/13/2011

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**Proposed to:**

**Installation location:**

Attn: **Rainey, Daniel**  
 Addr: City of Ann Arbor  
 100 North Fifth Avenue  
 Ann Arbor, MI 48107

Phone: (734) 994-2794  
 Fax:

Attn: Dale Vanderford  
 Addr: City of Ann Arbor  
 100 North Fifth Avenue  
 Ann Arbor, MI 48107

Phone: 734-794-6550 x45535  
 Fax:

**Tax Exempt:** YES  
**Tax ID:**

**Sales Persons:**  
 Charlie Mitchell

SYSTEM UPGRADE (S)

Qty	Mfctr	Part Numbe	Description	Unit Price			Extended Price
				List	Discount	Net	
<p>Upgrade all City of Ann Arbor 3300 Controllers to MCD 4.2 and SDS database.            Upgrade all other applications to latest software release.</p> <p>Dan Rainey, Darick Cox, Dale Vanderford</p> <p>Scope of Work:            Upgrade NuPoint UM            Upgrade Mobile Extension Server            Upgrade Enterprise Manager/Ops Manager - Ops Manager will now only have scheduled backup functionality            Perform DB check and cleanup all database errors            Migrate all MCD databases to SDS model            Upgrade AATA MAS server and all applications            Upgrade all 3300 Controllers to MCD 4.2 or latest release            Upgrade Enterprise Manager/Ops Manager            Upgrade CCM, IQ and CA - Re-create Database(s)</p> <p>City Hall - 3300 Mx Server - Application Record 7812531</p>							
8	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	712.80
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	534.60
10	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	891.00
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	534.60
8	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	712.80
8	SUNTEL	ATR-SYS	Admin System Re-Training on 3300 Applications	99.00	10%	89.10	712.80
<p>City Hall - CHTG1 3300 Mx - Application Record 1582163</p>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95





1095 Crooks Rd., Suite 100  
 Troy, MI 48084  
 Ph: 248-654-3600 Fax: 248-654-3630

## Proposal Schedule A

City of Ann Arbor

UPGRADE

Proposal #: 2745-029

6/13/2011

Page 2 of 5

Qty	Mfctr	Part Numbe	Description	Unit Price			Extended Price
				List	Discount	Net	
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>City Hall - CHTG2 3300 MXe - Application Record 91875967</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>Wheeler Center - 3300 MXe Server - Application Record 63555686</b>							
4	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	356.40
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	534.60
10	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	891.00
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	534.60
8	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	712.80
<b>Wheeler Center - WCTG1 3300 MXe - Application Record 39318714</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>Wheeler Center - WCTG2 3300 MXe - Application Record 93139525</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>WWTP1 - 3300 CX - Application Record 76137317</b>							
1	MITEL	50005883	3300 512MB RAM Module	300.00	0%	300.00	300.00
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Replace Memory and Upgrade to MCD 4.0	148.50	10%	133.65	534.60



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Qty	Mfctr	Part Numbe	Description	Unit Price			Extended Price
				List	Discount	Net	
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>WTP1- 3300 Mx - Application Record 23503441</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>Fire Station - 3300 Mx - Application Record 54213126</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>Housing Commission - 3300 CX - Application Record 3805704</b>							
1	MITEL	50005883	3300 512MB RAM Module	300.00	0%	300.00	300.00
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Replace Memory and Upgrade to MCD 4.0	148.50	10%	133.65	534.60
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>CTN - 3300 CX - Application Record 86726078</b>							
1	MITEL	50005883	3300 512MB RAM Module	300.00	0%	300.00	300.00
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Replace Memory and Upgrade to MCD 4.0	148.50	10%	133.65	534.60
2	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	178.20
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>NuPoint UM - Minimum 3300 Release 9.0 Server Memory, 1 GB, Shows 96% Usage - Need to Upgrade Memory</b>							
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20



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Qty	Mfctr	Part Numbe	Description	Unit Price			Extended Price
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6	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade from MSL 3.0/NuPoint UM 8.5 to MSL 9.2.25.0/NuPoint UM 4.2 (14.2.0.37)	148.50	10%	133.65	801.90
2	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	178.20
<b>Enterprise Manager/Ops Manager - Mimimum MCD Release 4.1</b>							
1	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	89.10
8	SUNTEL	VOICE	Voice Product Install - Upgrade Enterprise Manager/Ops Manager from v5.0 to 6.2/OpsMan 9.2	99.00	10%	89.10	712.80
<b>(NOTE: After upgrade Enterprise Manager will only be able to monitor alarms and perform backups - No MAC Work will be able to be performed.)</b>							
<b>Quick Conference</b>							
Quick Conference is a Mitel Manufacturer Discontinued Product but is supported by Counterpath.							
City of Ann Arbor's Quick Conference is at Release 2.1 which is supported with MCD 4.2.							
If the City wants to move up to a current Audio Conference Bridge they will be required to purchase MAS with Audio Web Conferencing.							
<b>vMBG</b>							
This has been recently installed and is at the latest release.							
<b>CCM/IQ</b>							
8	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	712.80
8	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade CCM/IQ/CA from Release 5.5 SP3 to Release 5.7 or 5.8	148.50	10%	133.65	1,069.20
32	SUNTEL	VOICE	Voice Product Install - Rebuild entire PF database to customer specifications	99.00	10%	89.10	2,851.20
8	SUNTEL	ATR-SYS	Admin Re-Training	99.00	10%	89.10	712.80
<b>AATA - 3300 Mx - Application Record 80119936</b>							
4	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	356.40
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.0	148.50	10%	133.65	400.95
4	SUNTEL	VOICE	Voice Product Install - Database Cleanup and SDS Migration	99.00	10%	89.10	356.40
3	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade to MCD 4.2	148.50	10%	133.65	400.95
4	SUNTEL	POSTCUTSUP	Post Cut System Support	99.00	10%	89.10	356.40
<b>MAS - Minimum MCD 4.0 SP3</b>							
1	MITEL	54004884	MAS 2.0 App Add-On to MAS 1.2 Base 3300	0.00	0%	0.00	0.00
2	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	178.20



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Qty	Mfctr	Part Numbe	Description	Unit Price			Extended Price
				List	Discount	Net	
2	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade from MSL 8.5/MAS 1.2 to MSL 9.2/MAS 2.2 SP1	148.50	10%	133.65	267.30
2	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade MAS NuPoint UM from 3.0 to 4.2 (14.2.0.36-01)	148.50	10%	133.65	267.30
2	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade MBG from 5.0 to 6.1	148.50	10%	133.65	267.30
2	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade Mobile Extension 1.7 to UC Mobile 2.2 (2.2.103.0)	148.50	10%	133.65	267.30
<p><b>Please see the Statement of Work document for this schedule</b></p> <p>*** Optional ***</p> <p><b>Mobile Extension - Minimum 3300 Release 7.0 UR1</b></p>							
1	SUNTEL	VPJCTMGMT	Project Management	99.00	10%	89.10	
4	SUNTEL	VOICE-OT	Voice Product Install - Time and a Half - Upgrade MSL 8.5/ME v1.6 to MSL 9.0.22.0/ME v1.7.111	148.50	10%	133.65	

	Material	Labor	Total
<b>Subtotal</b>	\$900.00	\$29,982.15	\$30,882.15
<b>Sales Tax</b>	0.00	0.00	0.00
<b>Total</b>	\$900.00	\$29,982.15	<b>\$30,882.15</b>

**The following conditions apply to this proposal:**

- Price subject to change after 30 days.
- Does not include local permit costs, if applicable
- SunTel Services "Standard Terms and Conditions" apply.
- Assumes labor is performed during normal business hours.

Payments to be made as follows: \$30,882.15 Net 30 Days.

**The above prices, specifications, and conditions are satisfactory and are accepted:**

Customer Signature	Date	SunTel Signature	Date
Printed	Title	Printed	Title