AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
General Terms and Conditions; Lewan & Associates, Inc.; Review Existing Network Configurations and Provide Remediation; 6/3/14 thru 12/31/15

Action Requested: County Manager Signature

Parties to the Agreement: Lewan & BOCC

Term Begins: Execution **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
For professional services working on county network issues.

Fiscal Impact: With in 2014 professional services budget

Submitted by: Mike Lee **Submitter's Email Address:** mlee@gunnisnocounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Included in 2014 budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/10/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/16/2014 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/19/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 6/3/2014 Follow Up Agenda Date:

Revised April 2013

General Terms and Conditions

This General Terms and Conditions ("GT&C") Agreement is made effective by and between Lewan & Associates, Inc., a corporation with its principal place of business in Denver, Colorado ("Lewan") and the undersigned (referred to hereafter as "Customer") (collectively, the "Parties") as of the date signed below. In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. SERVICES

A. Lewan agrees to provide to Customer in accordance with the terms and conditions of this Agreement, and any Appendices, such Lewan-provided consulting, design, implementation, maintenance, support, and/or project management services ("Services") agreed upon by Customer and Lewan. All Services shall be in the form of a Lewan Statement of Work or other Services Agreement ("SOW") and shall become effective upon and subject to written acceptance by Lewan and Customer. Such SOWs shall incorporate this document by reference and specify the Services and any additional mutually-agreed upon terms. Unless otherwise agreed upon by the Parties, any preprinted terms and conditions appearing on Customer's purchase documents shall have no force or effect with respect to the Services hereunder.

2. PERSONNEL

A. Lewan shall provide necessary engineering and project management staff (the 'Personnel") to complete the Services specified in each SOW. The Personnel shall perform their assignments in coordination with Customer.

B. Lewan shall use reasonable efforts to continue the contract, subcontract or employment by Lewan of Personnel. Lewan, however, retains the right to make Personnel substitutions, of any kind and for any reason whatsoever, as Lewan deems necessary.

C. When Personnel are on Customer premises, they shall comply with all Customer-communicated rules, regulations and policies including such matters as working hours, holidays, and security measures. As applicable, Customer will provide to Lewan a list of such Customer Rules and Policies for distribution to Personnel.

D. Customer covenants and agrees not to hire, contract with, use or otherwise employ any Lewan Personnel, i) at any time during the term of this Agreement (including any extensions thereof), and, ii) for a period of twelve (12) months following termination of this Agreement. In the event of breach of such covenant, Lewan shall be entitled to relief from Customer in the amount of two (2) times the Personnel's most recent annualized earnings.

3. INDEPENDENT CONTRACTOR

A. The Parties are acting as independent contractors. Neither party shall have any right, power or authority to create, and shall not represent to any person that it has the power to create any obligation, express or implied, on the other Party's behalf without the express prior written consent of the other Party.

B. Lewan shall provide Services using Personnel who are employees or bona fide subcontractors of Lewan for federal tax purposes. Personnel supplied hereunder by Lewan are not Customer employees or agents. Lewan shall be solely responsible for the payment of compensation to Personnel and the Personnel shall be informed that they are not entitled to any Customer employee benefits. Customer shall not be responsible for payment of workers compensation, disability benefits, or unemployment insurance, nor for the withholding and paying of employment taxes for the benefit of Personnel.

4. FEES & CHARGES

A. As the SOW specifies, Lewan shall timely invoice Customer (or charge Customer's FSA fund, if applicable). Charges will be based upon the solution, Personnel, and material rates set forth in the SOW, plus the fees, costs and expenses incurred by Lewan in performing Services, including without limitation any unanticipated fees, costs, and charges incurred on Customer's behalf.

B. Unless Customer timely disputes invoice Customer shall pay Lewan within seven (7) days of invoice date. In the event of a dispute, Customer shall still pay any undisputed amount before becoming Past Due. Customer shall pay a service charge of one percent (1%) per month, or pro-rated portion thereof, on any Past Due balance.

C. Customer may not off-set any amounts that Lewan may owe Customer against any of Lewan's invoices unless Lewan has given Customer written permission to do so.

D. Services on an SOW cannot begin unless Customer's account with Lewan is in good standing. Lewan reserves the right to suspend Services in the event Customer's account becomes Past Due.

5. FLEXSERV AGREEMENTS

A. Should a FlexServe Agreement ("FSA") be established, the following provisions shall apply:

a. FSA funds may be used only for Lewan professional services (payment for hardware, warranties, software, or hardware/software updates/upgrades shall be invoiced separately). Charges for Services performed will be deducted from Customer's FSA account at the agreed-to rates and as work is performed, along with any applicable fees and sales taxes. As the balance in this account nears depletion, Customer shall have the option to deposit additional FSA funds or to let the FSA expire. *NOTE: Please reference Lewan Professional Services Pricing Agreement ("LPA") for rates. Personnel categories not on an LPA will be billed at Lewan's prevailing rates. Personnel rates shall be subject to change not more than once per calendar year.*

b. There are no refunds for unused FSA balances. FSAs assume a predetermined amount of work in order to provide the FSA rate discount on Lewan Professional Services. Cancellation of this GT&C does not trigger a refund on FSA balances.

c. If Customer's FSA account drops to (or below) a predefined amount (noted on the LPA), Lewan shall notify Customer that additional FSA funding is required. Upon such notification, Customer shall have ten (10) business days to provide adequate additional funding. Lewan reserves the right to suspend Services if FSA balance is insufficient to cover anticipated or pending Services. In the event, however, that Lewan performs Services for Customer when Customer's FSA account has insufficient funds, such Services, fees, expenses, and the like shall be invoiced directly to Customer at the prevailing LPA rate; Customer agrees to pay all invoices presented in this circumstance.

d. Lewan's acceptance of a Customer placed service call expressly authorizes Lewan to provide Services and to bill Customer's FSA account for, i) telephone response consulting, ii) Services rendered, and, iii) all costs, charges, and fees incurred in the provision of such Services. Time spent for travel on emergency repairs or Services will be deducted from the FSA account. *NOTE: Services rendered may be covered by separate Full Service 360 Agreement.*

e. Travel is billed according to the applicable hourly rate on Customer's LPA.

f. Funds remaining in an inactive FSA account for eighteen (18) months after either, i) the last services activity for that account, or,

ii) the termination of a Full Service 360 Agreement, whichever is later, may be retained by Lewan at Lewan's discretion..

6. TERM AND TERMINATION

A. This Agreement shall remain in full force and effect until this Agreement and the final SOW and/or Appendices each terminate, cancel, or otherwise lapse, whichever occurs later.

B. Unless otherwise stated in a SOW, either Customer or Lewan may terminate Services at any time by giving the other party at least thirty (30) days prior written notice of termination. In such a situation, Customer's obligation shall be to pay Lewan for unpaid Services rendered by Personnel prior to such termination.

C. In addition, Lewan reserves the right to terminate any related SOW immediately and without prior notice in the event Customer defaults in payment, fails to provide reasonable and safe access to all equipment and facilities necessary to accomplish Services, employs or utilizes any Lewan' employee(s) in violation of this Agreement, or otherwise is in default of any provision of either this Agreement or a related SOW or Appendix.

7. CONFIDENTIALITY

A. The Parties acknowledge that they may, in the course of performing their respective responsibilities, be exposed to or acquire information which is proprietary to or confidential to the other Party, its affiliated companies, their clients, or third parties to whom the Party owes a duty of confidentiality. Any and all non-public information of any form obtained by either Party or its employees in the performance of Services shall be deemed to be confidential and proprietary information (the "Confidential Information").

B. Each Party agrees to hold Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such information to third parties or to use such information for any purposes whatsoever other than for their respective performance hereunder and to advise each of its employees who may be exposed to the Confidential Information of their obligation to keep such Information confidential.

C. Lewan additionally agrees that it will not publicize, disclose or allow disclosure of any information about Customer, its present or former partners, directors, officers, employees, agents, or clients, its or their business and financial affairs, personnel matters, organization responsibilities, marketing matters, policies or procedures, with any reporter, author, or similar producer or entity, or take any other action seeking to publicize or disclose any such information in any way likely to result in such information being made available to the general public in any form, including books, articles or writings of any other kind, as well as film, videotape, audio tape or any other medium.

D. In the event that either Party receives a request to disclose all or any part of any confidential or proprietary information under a subpoena, or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Party agrees to, (i) promptly notify the other party of the existence, terms and circumstances surrounding such request, (ii) consult with the other Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the other Party on any such steps it considers advisable, and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise reasonable efforts to obtain an order, stipulator or other reliable assurance acceptable to the other Party that confidential treatment will be accorded to such portion of the Confidential Information to be disclosed. Each Party agrees to indemnify the other Party for any expenses incurred in an effort to comply with this provision, including attorney fees and costs of any experts required. Notwithstanding anything to the contrary, neither Party shall be in breach of this Agreement by disclosing to any third party any information required by law.

E. Customer consents to Lewan's use of information about Customer for the following purposes: i) performing credit checks on Customer, ii) the performance of Lewan's obligations under this Agreement; and iii) as otherwise required for disclosure to a Governmental agency.

8. INDEMNIFICATION

A. The Parties agree that Confidentiality, Non-Disclosure and Non Solicitation Agreement(s) are incorporated herein by reference, and to the extent the terms of such agreement(s) are inconsistent with these terms and conditions, this Agreement shall prevail.

B. Customer shall defend, indemnify, protect and hold harmless Lewan, its officers, directors, and employees from and against any and all claims, losses, liens, demands, attorneys' fees, damages, liabilities, costs, expenses, obligations, causes of action, or suits (collectively "Claims") unless such Claims are caused solely by Lewan's negligence or intentional misconduct.

C. This Section 8 shall be superseded if an Appendix C is concurrent and executed.

9. INSURANCE PROVIDED BY LEWAN

A. Lewan shall carry Commercial General Liability insurance, protecting itself against loss by reason of liability imposed upon Lewan by law or assumed under a SOW or other agreement. Lewan agrees to be insured by insurers with not less than an A rating in the following minimum amounts:

Workers Compensation	State Statutory Limits
Employers Liability	$1,000,000 bodily injury, each accident $1,000,000 bodily injury by disease, each employee
General Liability	$1,000,000 each occurrence, including Blanket Contractual, Broad Form Property Damage, Products and Completed Operations, and Automotive Liability

B. Upon request, Lewan will furnish Customer with Certificates of Insurance evidencing coverage in such amounts.

10. TAXES AND FEES

A. Lewan's quoted prices do not include sales, use, manufacturing, excise, processing, gross receipt, and other taxes either presently existing or which may be lawfully imposed in the future in connection with Services, unless otherwise indicated in a SOW. Except for taxes based upon Lewan's net income and ad valorem personal or real property taxes imposed on Lewan's property, Customer is responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise, special district, and other local, state and federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Service. Any such taxes shall be added to the prices charged to the Customer unless an appropriate tax-exempt or resale certificate is on file at Lewan before services are rendered. Customer agrees to reimburse, indemnify and hold Lewan harmless from any and all taxes that Lewan may lawfully remit or collect under any existing or future law in connection with the Services. Customer is responsible for payment of all taxes imposed on Customer's property.

11. PROPRIETARY RIGHTS

A. All rights in and to any information, materials, inventions, and discoveries of any kind developed by Lewan and/or the Personnel (*that are without reference to any proprietary or confidential information of Customer*), solely or jointly with Customer, pursuant to the delivery of Services ("Proprietary Information") shall be owned solely and exclusively by Lewan. Proprietary Information shall include any and all patent, trademark, copyright, trade secret, and other proprietary rights of any kind whatsoever, any and all works in any medium whatsoever that refer to, relate to, incorporate, include, analyze or utilize such Proprietary Information, including but not limited to improvements and modifications thereto and derivations therefrom.

B. Customer acknowledges that Lewan has developed certain computer software, techniques, information, and documentation that are its proprietary information and intellectual property (collectively referred to as the "Pre-Existing Materials"). Pre-Existing Materials means any materials, code, methodology, process, technique or intellectual property right developed by or licensed or otherwise acquired by Lewan independently of this Agreement that are not based on and do not incorporate any Customer Confidential Information or other intellectual property of Customer. Lewan herby grants to Customer a perpetual, irrevocable, fully paid-up, worldwide, non-exclusive, assignable, sublicenseable license to use, reproduce, display, perform, distribute, and make derivative works of any of the Pre-Existing Materials incorporated into the Services, in any medium now known or hereafter devised for any purpose. To the extent Pre-Existing Materials are identified as Confidential Information, Customer shall protect Pre-Existing Materials according to the existing policies and procedures that Customer uses for its own similar proprietary and intellectual property, and shall not disclose Confidential Information Pre-Existing Materials without first receiving Lewan's written permission.

C. For the avoidance of doubt, Lewan makes no representation or warranty regarding the ownership, copyright, license, intellectual property, and/or proprietary rights that belong to third-party manufacturers or developers of those off-the-shelf products, materials, inventions, and the like, which may be customarily purchased at the retail level by Customer and which may be included in Services. .

12. WARRANTIES

Lewan warrants that:

A. It has the right to enter into this Agreement and perform its obligations therein;

B. It shall comply with all applicable laws and regulations;

C. In rendering Services, it and the Personnel have all necessary rights, authorizations, or licenses to provide the Services hereunder and to provide all related materials required under this Agreement or any agreement entered into pursuant hereto;

D. Each of the Personnel assigned to perform Services shall have the skill, training and background so as to be able to perform in a competent and professional manner; and,

E. Lewan shall re-perform any Services at its own expense which are deficient due solely to Lewan's failure to perform such Services in accordance with the standards generally observed by professionals performing services of a similar nature under similar circumstances, provided such deficiencies are reported to Lewan in writing within 30 days after Lewan's completion of such deficient Services.

13. WARRANTY LIMITATIONS

A. Except as otherwise provided herein, there are no warranties, whether oral, written, express, implied, or statutory, on any products or Services provided by Lewan, including without limitation any implied warranty of merchantability and any implied warranty of fitness for a particular purpose and non-infringement.

14. LIMITATION OF LIABILITY

A. Except for indemnification and breach of confidentiality, Lewan's total liability on any claim, whether in contract, tort (including without limitation negligence whether sole or concurrent) or otherwise, arising out of, connected with, or resulting from the furnishing of any products or services shall not exceed the price allocable to the products or services, or part thereof, which gives rise to the claim. This shall be Customer's sole and exclusive remedy.

B. When building, maintaining or modifying a new IT environment, or when resolving issues in an existing environment, there is always the risk of data loss due to unanticipated failure of equipment or software. Lewan will take reasonable steps to prevent a failure that could result in data loss, as well as make every effort to avoid system failure or downtime. Lewan requires that Customer creates, verifies, and maintains back-up copies of all programs and data prior to Services being rendered and that Customer validate that all programs and data, and information of any kind may be properly and timely restored as part of routine operation prior to Services being rendered. Lewan shall not be responsible, accountable, or liable for saving and/or restoring or for the loss of any Customer programs or data or Information of any kind. In no event shall Lewan be liable for any incidental, consequential, or special damages, including without limitation any loss of anticipated profits and any claims of Customer's clientele for service interruptions or failure of supply, incurred by Customer, or any third party, with respect to any Services provided by Lewan. This exclusion shall apply even if Customer's sole and exclusive remedy hereunder fails for any reason.

15. CUSTOMER CONSIDERATIONS

A. Lewan is rendering Services in an advisory and/or service capacity. Lewan Personnel strictly adhere to the licensing terms and conditions of all manufacturers' license agreements. Lewan's responsibilities for installing software and hardware, and for product warranties, are limited to the manufacturer's specifications and terms. Lewan will oblige all manufacturer licensing and warranty procedures, including requesting evidence of authorized licenses for software which Customer may ask Lewan to install, when so required.

B. Technology advances have created an environment where many manufacturers and vendors do not have the opportunity to test every possible combination of hardware and software for proper (inter)operability. Lewan has established key vendor relationships with hardware and software manufacturers to ensure the highest level of technical support in order to minimize and resolve complex issues that may arise in the course of completing Services. Lewan will utilize this technical support to ensure that Services are performed effectively and efficiently. Lewan will provide ongoing communications with Customer regarding unresolved or complex issues and any additional time that may be required in order to resolve them. Customer agrees to compensate Lewan for all Services rendered within the scope of an SOW and/or according to authorized Change Order(s).

16. EQUAL OPPORTUNITY POLICY

A. Lewan is an equal opportunity employer whose policy is that no person shall be discriminated against in employment because of race, age, religion, sex, national origin, physical handicap or veteran status. All provisions of Executive Order 11246 of September 24, 1965, including Section 202 thereof, relating to equal opportunity, as well as all requirements under 41CFR, part 60-250 and 741 relating to

Affirmative Action Clauses for Handicapped Workers and Disabled Veterans and Veterans of the Viet Nam Era, and all implementing rules and regulations of the Secretary of Labor are incorporated hereunder by reference.

17. FORCE MAJEURE

A. Lewan understands that prompt performance of the Services is often required by Customer in order to meet its schedules and commitments. Neither party, however, shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to: acts of God, acts of civil or military authority, fires, floods, earthquakes, riots, wars, terrorism, sabotage, network failures, error in the coding of electronic files, software limitations, inability to obtain telecommunications services, or governmental actions, provided, however, that such affected party takes commercially reasonable efforts to mitigate the effects of such causes.

18. NOTICES

A. Any notice or communication required to be given by either party hereunder shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, or by overnight delivery service to the party receiving such communication at the address specified below:

If to Lewan…	If to Customer…
Lewan & Associates, Inc.	_____
1400 S. Colorado Boulevard	_____
Denver, Colorado 80222	_____
Attn: Mr. Kenneth Long,	_____
with a copy to General Counsel	with a copy to General Counsel

Or such other address as either party may in the future specify to the other party.

19. NO PROMOTION

A. Lewan agrees that it and its Personnel and agents will not, without the prior written consent of Customer in each instance, (i) use in advertising, publicity or otherwise the name of Customer, or any affiliate, partner or employee of Customer, or any trade name, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof owned by Customer or its affiliates, or, (ii) represent, directly or indirectly, that any product or any service provided by Lewan has been approved or endorsed by Customer.

20. GENERAL

A. Notwithstanding the fact that Customer may have several SOWs or other agreements in place with Lewan at any one time, this Agreement supersedes all prior similar General Terms and Condition Agreements and contemporaneously represents the complete understanding between the Parties as it relates to Services unless/until modified in a writing signed by both Parties.

B) In the event an inconsistency arises between the Terms and Conditions contained herein and the provisions contained in any other active document included under this Agreement, the inconsistency shall be resolved by giving preference in the following priority:

i) Appendix C
ii) The Statement of Work
iii) These General Terms and Conditions
iv) Other mutually agreeable side agreements

C. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns. Neither Party shall assign, sub-license, charge or otherwise encumber any of its rights or obligations under this Agreement or any SOW without the prior written consent of the other party except that Customer may assign this Agreement to any entity, which controls, is controlled by, or is under common control with, Customer.

D. If any provision of this Agreement (or any portion thereof) is determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and shall be binding upon Customer and Lewan and shall be enforceable as though said invalid or unenforceable provision (or portion thereof) were not contained in this Agreement.

E. The headings of this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation or construction of this Agreement.

F. The failure by either Customer or Lewan to insist upon strict performance of any of the provisions contained in this Agreement shall in no way constitute a waiver of its rights as set forth in this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other party in the performance of or compliance with any of the terms and conditions set forth in this Agreement.

G. This Agreement shall be governed in all respects by the internal laws of the state of Colorado, without giving effect to principles of conflicts of law, and any litigation arising out of or connected in any way with this Agreement shall take place in a State court of competent jurisdiction in Denver County, State of Colorado. The Parties consent to personal jurisdiction of and venue in the State court within that county.

H. The following Paragraphs of this document shall survive termination of this Agreement: 7, 8, 11, 12, 13, 14, 18, and 20.

IN WITNESS WHEREOF, the Parties hereto, have, warranting due and proper authority, each executed this Agreement as of the latest date written below.

Lewan & Associates, Inc.	CUSTOMER
	Company:_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

Lewan Professional Services
FlexServe Agreement (FSA)

Agreement Type or Project Name	F L E X S E R V
Contract #	LSC - AFX20

Customer	*Customer Number*	*Customer PO Number*	*Contact*
Gunnison County	AFX20		Mike Lee
Address	*Billing Address*		*Date of Contract*
200 East Virginia Ave	Same		8-May-14
City, State, Zip Code	*Billing City, State, Zip Code*		*Lewan Account Executive*
Gunnison, Colorado	Same		Derek Murrow
Customer Phone	*Customer Site Numbers to be Included*		
970-641-7679	Gunnison		
Special Instructions			*FlexService Credit Amount*
Networking Support			$ 4,000.00

Schedule of Professional Services Rates

		---------- Hourly Rates ----------			- Full-time Rates* -	
Resource Category	**Rate Code**	**Basic FlexServ**	**$10K FlexServ**	**$20K FlexServ**	**1 Week**	**2 Weeks**
Sr Architect - Systems, Network; ITIL Consultant	SD-SE4	**$215**	**$205**	**$193**	**$8,200**	**$15,440**
Sr Engineer - UC, Network, Security	SD-SE3	**$190**	**$180**	**$171**	**$7,200**	**$13,680**
Sr Engineer - Enterprise Systems & Storage	SD-SE3	**$190**	**$180**	**$171**	**$7,200**	**$13,680**
Sr. Architect / Engineer - Small Business	SD-SE2	**$175**	**$165**	**$157**	**$6,600**	**$12,560**
Engineer - UC, Network, Security	SD-SE2	**$175**	**$165**	**$157**	**$6,600**	**$12,560**
Sr. Engineer - Windows	SD-SE1A	**$165**	**$155**	**$148**	**$6,200**	**$11,840**
Sr. Project Manager	SD-PM2	**$165**	**$155**	**$148**	**$6,200**	**$11,840**
Engineer - Windows	SD-SE1	**$153**	**$145**	**$137**	**$5,800**	**$10,960**
Project Manager	SD-PM1	**$147**	**$140**	**$132**	**$5,600**	**$10,560**
Associate Engineer - Windows	SD-AE3	**$132**	**$125**	**$118**	**$5,000**	**$9,440**
Desktop Technician / Carrier Circuits Specialist	SD-AE2	**$100**	**$95**	**$90**	**$3,800**	**$7,200**

*Additional discounts for longer-term commitments.

Billing Options:
(select only one)

☐ FlexServ Agreement
☐ Post Bill *(Invoiced)*

Is there Lewan PS GT&C? ☐ Yes ☐ No
Is there a Lewan Credit Application? ☐ Yes ☐ No

The Retainer Rates are for support Monday through Friday (excluding local, observed holidays) 8:00am to 5:00pm Mountain Time ("Business Hours"). Services performed are charged in quarter-hour increments. Service outside Business Hours is provided per resource availability at double the hourly rate for Sunday and holiday work and time-and-one-half the hourly rate for other off-hours work. There is a 1-hour minimum billing charge to Customer's Retainer account for on-site response outside Business Hours. A one-way travel charge will be billed to Customer at the hourly rate for the SE or project manager. All travel time will be assessed from the Lewan office at 1400 S. Colorado Boulevard, Denver CO 80222 to the Customer location. Standard rates will apply to business-hours travel, and over-time and double-time rates will apply as noted below. There is a minimum 15-minute trip charge.

The phone number to place a service call during Business Hours is 888-LEWAN88, and the e-mail is tsc@lewan.com. A service call may be placed to this number after-hours, however a response cannot be offered until the next business day.

By signing below Customer expressly acknowledges the receipt of the Lewan Professional Services General Terms and Conditions ("GT&C"). This document hereby incorporates the terms and conditions of the GT&C. There are no refunds on FlexService Credit Amounts paid by Customer. Reference the GT&C for additional information.

Accepted by:

Lewan & Associates Signature _____ Date _____ Customer Signature _____ Date _____

Printed Lewan & Associates Name _____ Printed Customer Name _____

STATEMENT OF WORK

Cisco Core Network Remediation

PREPARED FOR:

Gunnison County

Mike Lee

PREPARED BY:

Lewan Technology

Derek Murrow, Account Executive

Brett Atkinson, Solutions Architect

5/13/2014

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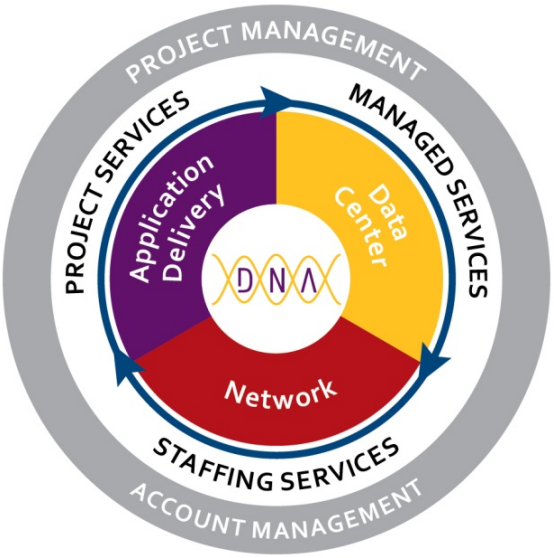
INTRODUCTION



Gunnison County ("Customer") has requested that Lewan Technology provide an onsite resource to review their existing network configurations and provide remediation (if needed). This proposal and Statement of Work (SOW) provides for that assistance.

Lewan & Associates, Inc. ("Lewan" and "Lewan Technology") provides solutions as part of its DNA (Data center, Network, and Application delivery and applications). Services across this broad range of technologies include projects (e.g., analysis/planning, implementation, and knowledge transfer), managed services (end user and technology-based solutions), and staffing (augmentation or direct hire). All of this is complemented by Lewan's dedicated project management and account management, helping to ensure success.

Lewan Professional Services (LPS) is a dedicated team of IT professionals with a proven history of helping customers implement high performance, cost effective, manageable solutions that satisfy their business requirements.

PROPRIETARY NOTICE

This proposal contains confidential information of Lewan Technology. In consideration of the receipt of this document, Customer agrees not to reproduce or make this information available in any manner to persons outside the group directly responsible for evaluation of its contents.

PROJECT OVERVIEW AND SCOPE

The goal of this project is to assist Customer with the following tasks:

- Review existing Cisco network configuration
- Recommend Cisco network configuration changes
- Implement configuration changes after-hours
- Verify and test network changes – 2nd day support

Lewan will perform the tasks under this SOW using a phased approach, with the tasks and deliverables associated with each phase as follows:

PHASE 1 IMPLEMENTATION

Tasks –

- Review existing network configuration
- Recommend network configuration changes
- Implement configuration changes

- Configuration changes areas of focus are as follows:
  - HSRP on existing Cisco 4500s
  - OSPF routing protocol
  - QoS
  - Spanning Tree Protocol
- Verify and test network changes during cutover and 2nd day suport
- Obtain Customer signoff on Project Completion Form (Appendix B)

DELIVERABLES

The deliverables of this project are the following:

- Complete and deliver the items listed in PHASE 2 of this document

WORK PREREQUISITES

The Work Prerequisites for services under this SOW are:

- Lewan must receive one original copy of this document with an authorized signature and purchase of an FSA (FlexServe Agreement) and/or credit approval authorization. Upon receipt, this project will commence as specified under the Project Timeline as agreed by both parties. All dates and times are given to serve for the purpose of reference only and will not be used against either party for award of payment or deliverables.
- Customer must designate a single point of contact and a backup contact for communications with Lewan personnel.

CUSTOMER RESPONSIBILITIES

- Customer is responsible for the backup of all data and verification of those backups (i.e., the ability to fully restore and recover data) prior to commencement of this project.
- Lewan requires access to Customer personnel for requirements gathering, scheduling, project status and materials review.
- All servers, network devices, and other hardware must have power available, and ready network connectivity, including appropriate name resolution services.
- Unless otherwise noted, Customer will perform all operating system activities and new installations/configurations with input from Lewan resources. Lewan will work with Customer project team to conform to internal standards.
- As required for the project, Customer will provide root/admin-level access and physical access to all servers, network devices, and other hardware involved for direct assistance from Lewan resources.
- Unless otherwise noted, Customer will provide necessary media/access for software and patch installation, typically DVD-ROM and/or Internet.
- Unless otherwise noted, Customer will provide support identifiers for contacting vendor support contracts, and/or provide someone to control and manage the dialog with the vendor support resources.
- Unless otherwise noted, Customer will provide necessary licensing and related information/documentation to accomplish services.
- Customer will provide a single point-of-contact for Lewan to coordinate with for this project. This person should have knowledge of the target systems, and decision-making authority or timely access to the necessary decision-making authority.

- Customer will promptly coordinate and schedule system outages needed for all services. These events will be scheduled to avoid project delays while minimizing business and end user impact.
- Customer will provide adequate work area for Lewan personnel, including electrical power, telephone access, and Internet access.

PROJECT COSTS

We will use the appropriate blend of consultant(s) and project management to deliver this project. All terms and conditions in this proposal are valid for 30 days from the date of this proposal, unless extended in writing by Lewan Technology.

Customer and Billing Information (to be completed by Lewan Account Executive and Customer)

PRIMARY CUSTOMER SITE (WORK LOCATION) AND CUSTOMER CONTACT INFORMATION			
Acct # (iCare) **OR** Address, City, State, Zip			
Primary Contact Name			
Primary Contact Email		Primary Contact Phone	
BILLING INFORMATION			
Bill to Acct # (iCare)			
PO # (or Approving Customer Name if no PO) Attach PO if exists.			
Use Existing Retainer (FSA)?	❑ Yes ❑ No **If Yes**, name of existing retainer:		
Special Billing Instructions (e.g., out-of-town travel, pre-billing, or other billing requirements)			
OTHER SPECIAL INSTRUCTIONS			

Time-and-Materials projects are by nature estimated (and not fixed). Unforeseen issues do arise in many situations that will add time to the project. When an overage is discovered or anticipated, Customer will be notified as early as practical. A Change Control Form (Appendix A) will be used to extend this scope of work for additional tasks.

Estimated Cost for LPS Consulting Services*

RESOURCE/CATEGORY	BASIS	TOTAL COST ($)	COMMENTS
Consultant	9 hours @ $215/hr 3 hours @ 322/hr	$1935.00 $966.00	
Project Manager	None Included	$0.00	
Out-of-Town Travel Expenses	4 Hours	$860.00	
Total Service Estimate	4 hours	$3,761.00	Time and Materials

***It is Lewan's recommendation to account for an additional 25% contingency budget to account for unknowns.

- Billing for this project will take place monthly, typically on or about the last day of the calendar month based on the number of hours worked and the hourly rate for services.

Additional notes:

- Any work performed outside of the scope of this SOW will be billed at rates negotiated separately.
- Product related to the services in this SOW will be invoiced upon receipt by Customer, payable according to the terms on the product invoice(s).
- A one-way trip charge will be billed to Customer at the hourly rate for the SE or Project Manager. All travel time will be assessed from the Lewan office at 1400 S. Colorado Boulevard, Denver CO 80222 to the Customer location. Standard rates will apply to business-hours travel, and over-time and double-time rates will apply as noted below. There is a minimum 15-minute trip charge. These trip charges are included in the fixed fee or estimated costs stated in this SOW.
- Travel expenses for this SOW such as hotel, airfare, rental car, meals, etc. for out of town travel will be billed separately as incurred.
- Any consultant and/or project manager services performed outside of normal Lewan business hours (Monday through Friday, 8:00am--5:00pm) will be billed at the overtime and/or double time rate(s) outlined in Customer's Lewan Pricing Agreement. If the Customer has no Lewan Pricing Agreement, double the hourly rate is used for Sunday and Holiday work and time-and-one-half the hourly rate is used for other off-hours support.
- This SOW does not include any formal classroom-based training. Any time spent training Customer will be billed at a separately negotiated rate or outlined in Customer's Lewan Pricing Agreement.

PROJECT TIMELINE AND SCHEDULE CHANGES

All dates unless agreed upon in advance are subject to change. **A minimum of a two-week notice may be required to schedule resources.**

Customer's requested project start date: To be determined

- Once this service has been scheduled, any changes to the schedule must occur at least eight calendar days prior to the schedule date. If Customer reschedules this service within 7 days or less prior to the schedule date, there will be a rescheduling fee not to exceed 25% of the Customer price for the services.

SUPPORT CALLS

Requests for support should be made through the Continuity Operations & Response (COR) Center at 888-LEWAN88 (888-539-2688) or support@lewan.com. Hours of normal operation are Monday through Friday, 8:00am−5:00pm (excluding company holidays). A message can be left outside the normal hours of operation and will be returned the next business day.

CONSIDERATIONS

When working in, maintaining or resolving issues in an existing IT environment, there is always the risk of data loss due to the failure of equipment or software. Lewan Technology will do everything feasible to prevent any loss of data, as well as make effort to avoid system failure or downtime. Lewan Technology cannot be held liable or accountable for the loss of data or cost of reconstruction should they occur during the course of this agreement. We recommend that customers create, verify and maintain backup copies of all data prior to services being rendered.

Lewan Technology is rendering services in an advisory and service capacity. Lewan personnel strictly adhere to the licensing terms and conditions of all manufacturers' license agreements. Our responsibilities for installing software and hardware, and for product warranties, are limited to the manufacturer's specifications and terms.

Technology advances have created an environment where many manufacturers as well as vendors do not have the opportunity to test every possible combination of hardware and software. Lewan Technology has established key vendor relationships with hardware and software vendors to ensure the highest level of technical support in order to resolve complex issues. Lewan consultants will utilize all levels of technical support to ensure that services are performed effectively and efficiently. Our consultants will provide ongoing communications with Customer regarding unresolved or complex issues and additional time that may be required to resolve them.

Lewan will provide no charge warranty support via telephone or e-mail for services performed by us for thirty (30) days after each SOW has been completed. This support is limited to problem determination and resolution related exclusively to workmanship issues performed by Lewan and does not include training, technical skills transfer, or application support, unless otherwise agreed to within the SOW. Requests for on-site support or remote access will be provided with a one-hour minimum, unless otherwise defined within the SOW.

STATEMENT OF WORK CHANGES AND/OR ADDITIONS

Lewan offers a wide variety of consulting services. We will partner with your Company to help you meet every business objective possible. Please make us aware of any changes and/or additions to this SOW or to your business needs. Upon identification of potential scope changes, Customer and Lewan will agree on the course of action. As appropriate, Lewan will then proceed to generate a new SOW or Change Control document (reference the Change Control Form – Appendix A).

PROJECT ACCEPTANCE/AUTHORIZATION

We believe the SOW outlined in this document will meet the requirements of the work to be performed. Any modifications to this document will be made in writing and agreed to by both parties subject to additional charges.

Authorized Customer Signature:	
Printed Name:	Date:
Authorized Lewan Signature:	
Printed Name:	Date:

This agreement shall be in effect until either party provides written notice of cancellation. This SOW incorporates the terms and conditions of the Lewan Professional Services General Terms and Conditions ("GT&C").

APPENDIX A - CHANGE CONTROL FORM

AUTHORIZING MANAGER (CUSTOMER)	
Customer Name	
Customer Phone	
Customer E-mail/Fax	

CHANGE CONTROL	
Project Name/Number	
Change Title/Number	
Request Date	
Party Requesting Change (Name)	

CHANGE DESCRIPTION	
Tasks	
Period of Performance	
Deliverables	
Pricing	

By signing below, Customer and Lewan Technology authorize the above stated changes to this SOW:

FOR: CUSTOMER
Signature:
Printed Name:
Title:
Date:

FOR: LEWAN TECHNOLOGY
Signature:
Printed Name:
Title:
Date:

APPENDIX B - PROJECT COMPLETION FORM

PROJECT INFORMATION	
Customer Company Name	
SOW Date	
Project Number	
Purchase Order Number	
Date Submitted to Customer	

SERVICE DELIVERY PERIOD			
Start Date		End Date	

CONSULTANT AND PROJECT MANAGER NAME(S)	TITLE(S)

SERVICES AND DELIVERABLES

By signing below, Customer acknowledges acceptance of the above stated Services and Deliverables:

FOR: CUSTOMER
Signature:
Printed Name:
Title:
Date:

FOR: LEWAN TECHNOLOGY
Signature:
Printed Name:
Title:
Date: