



STATEMENT OF WORK

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

Phase II

1.0 Scope and Deliverables

a. Telephony RFP Development & Vendor Selection: ICMI Consultant will conduct an assessment of SBCERA's telephony business requirements and their current technology landscape by conducting a site visit to their contact center location in California. During the site visit, the ICMI Consultant will meet with SBCERA to solidify and document business requirements specific to the technology landscape.

Specific areas covered in the ICMI telephony selection process include:

- Confirmation of business and technical requirements of the new telephony solution
- Develop vendor scorecard
- Identify vendor options
- RFP development
- Vendor demos and coordination
- Vendor scoring
- Vendor negotiation & selection

In addition to onsite observations and requirements gathering, the ICMI consultant will work directly with the SBCERA team remotely through the vendor selection process. These activities will include collaboration around requirements definition, identification of

vendor candidates, scorecard elements, coordination of and participation in vendor demos, RFP creation, and vendor scoring, negotiation, and selection. The ICMI consultant will participate in the final vendor interviews in person in San Bernardino, CA.

Project milestones will be:

Weeks	Milestone
2-3	Establish Project Structure, Requirements Gathering/Definition, Vendor Scorecard Design & Agreement
2-3	Determine Vendor Options
2	RFP Creation
2	RFP Responses
2-3	Coordination & Demos for Finalists
1	Vendor Scoring
2	Vendor Negotiation & Selection

* Total time from project kickoff to final decision, 13-15 weeks. These milestones assume timely access to information, systems, and resources by both the ICMI and SBCERA project teams.

2.0 Price and Payment Options

Firm fixed price fee of US **\$39,000**.

Work may not be scheduled or commence until the SOW and signed Master Agreement are received by ICMI. Any additional work that is required outside the scope of this SOW requires written approval by both Client and ICMI as described in the Change Control Process detailed in Section 4 below.

2.1 Invoices

Services will be invoiced according to the following payment schedule:

Payment Schedule

SOW received & before work commences: 100% of total services fee

2.2 Payment

Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and ICMI reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorney's fees) and will bear interest at the rate of one (1) percent per month or fraction thereof until paid.

3.0 Expenses and Taxes

The price quoted for the Work does not include reasonable consultant travel and expenses. Client will be billed for actual expenses incurred by the consultant.

4.0 Change Control Process

The Change Control Process is the process which shall govern changes to the scope of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration. Additional procedures and responsibilities may be outlined if mutually accepted by both Client and ICMI.

Under the Change Control Process, a written Change Request will be the vehicle for communicating any desired changes to the project. It will describe the proposed change; the reason for the change and the effect the change may have on the Project. The requesting party will submit a written Change Request to the other party. ICMI will supply the appropriate Change Management documents.

Both ICMI and Client will review the Change Request and approve it for estimation or reject it. The estimation will be as agreed upon in writing by ICMI and Client. The estimation will be used to determine the effect that the implementation of the Change Request will have on the cost and schedule of the Project.

If both parties agree, after the completion of estimation, to approve the implementation of the Change Request, then they will each sign the approval portion of the Change Request. Both parties must sign the approval portion of the Change Request to authorize the implementation of any change that affects the Project's scope, schedule or price.