



Form GSOP I-PIN (04/98)

STATE OF CALIFORNIA
Department of General Services - Office of Procurement

PURCHASE ORDER

Purchase Order No. Rev. Date
62255 9/30/2008

Supplier No.	Solicitation No.	Delivery Date	FOB Point	Invoice Terms
811477	57080	As Specified	Destination	N45

SPECIAL ORDER SYSTEMS 3877 SHAWN WAY SUITE 200 LOOMIS, CA 95650 Attn: LAWRENCE E. MCNUTT Phone: 916-632-8800	S DEPT OF CONSUMER AFFAIRS h T 9821 BUSINESS PARK DRIVE i o SACRAMENTO, CA 95827 P CONTRACTOR STATE Attn: LICENSING BOARD	C CONSUMER AFFAIRS B-03 h a T CSLB r o PO BOX 26000 g e SACRAMENTO, CA 95826	
	Agency Billing 57401	Agency Purchase Estimate 030-0269-8	Purchase Estimate 67311 Revision 0
	Agency Contact WILL LUMSARGIS	Phone 916-574-7298	Date Received

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p>TERMS AND CONDITIONS:</p> <p>THE ATTACHED STATEMENT OF WORK, CONSISTING OF FIVE (5) PAGES IS PART OF THIS AGREEMENT.</p> <p>THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS AGREEMENT AND MAY BE VIEWED AT THE WEBSITE LISTED.</p> <p>IT General Provisions, GSPD-401IT Revised and Effective 4/12/2007 http://www.pd.dgs.ca.gov/modellang/genprovit.htm</p> <p>Information Technology Software License Special Provisions (Effective 01/21/03) http://www.pd.dgs.ca.gov/modellang/Software%20Special%20Provisions%2001-21-03.htm</p>						
1	1	EA	7090-000-0003-7	SOFTWARE LICENSE INTERACTIVE INTELLIGENCE SOFTWARE, ANNUAL LICENSE RENEWAL	24,541.2600	24,541.26
2	1	EA	9091-250-0052-8	SOFTWARE SUPPORT & MAINTENANCE SOFTWARE MAINTENANCE SUPPORT	75,000.0000	75,000.00
Total Value:						99,541.26

Sales and/or use tax to be extra unless noted above

Buyer MARTY ZUBEIDI	Phone 916-375-4435	BOC Number
----------------------------	-----------------------	------------

STATE OF CALIFORNIA

Department of General Services - Office of Procurement

PURCHASE ORDER CONTINUATION

Form GSOP 2-PIN (04/98)

Page 2 (Last)

<i>Purchase Order No.</i>	<i>Revision</i>	<i>Date</i>	<i>Supplier No.</i>	<i>Supplier Name</i>
62255		9/30/2008	811477	SPECIAL ORDER SYSTEMS

<i>Item No.</i>	<i>Quantity</i>	<i>Unit</i>	<i>Commodity Code</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extension</i>
<p><u>FOB DESTINATION:</u></p> <p>For the purpose of this award, only FOB Destination will be accepted.</p> <p><u>CHANGE ORDERS:</u></p> <p>This Purchase Order may be amended, modified, or terminated at any time by mutual agreement of the parties in writing. Change orders amending, modifying or terminating the Purchase Order, including any modifications of the compensation payable, may be issued only by the State Procurement Officer. All such change orders shall be in writing and issued only upon written concurrence of the supplier. Termination, as that term is used in this section, does not include termination for default of the supplier.</p> <p><u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u></p> <p>This Purchase Order has been registered into the State Contracts and Procurement Registration System (https://www.scprs.dgs.ca.gov). The Registration Number is: 11100908335179</p>						

EXHIBIT A

**DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD**

STATEMENT OF WORK

Telecommunications Software and Support

This Statement of Work ("Agreement") reflects the services to be provided by Special Order Systems, Inc., hereinafter referred to as the "Contractor," for the Department of Consumer Affairs, Contractors State License Board, hereinafter referred to as the "CSLB".

SCOPE OF WORK

1. The Contractor shall provide the CSLB with telecommunications software licensing maintenance and support services as described herein.
2. The services shall be performed at the CSLB, located at:

9821 Business Park Drive
Sacramento, CA 95827
3. The term of this Agreement will be effective upon the Agreement start date or upon the date the Purchase Order is signed, whichever is later, through August 31, 2009.
4. The Project Coordinators during the term of this Agreement will be:

Department of Consumer Affairs
Contractors State License Board
Janice Ahrens-Porter
Ph: (916) 255-4093
Fax: (916) 255-4239
E-mail: JAhrens-Porte@cslb.ca.gov

Special Order Systems, Inc.
Lawrence McNutt, Program Manager
Ph: (916) 632-8800 ext. 1703
Fax: (916) 632-8843
E-mail: LMcnuitt@team-sos.com

Direct all Agreement inquiries to:

Department of Consumers Affairs
Contract/Procurement Units
Will Lumsargis
1625 N Market Blvd., Suite S-103
Sacramento, CA 95834
Ph: (916) 574-7298
Fax: (916) 574-8658
E-mail: will.lumsargis@dca.ca.gov

Special Order Systems, Inc.
Lawrence McNutt, Program Manager
3877 Shawn Way, Suite #200
Loomis, CA 95650
Ph: (916) 632-8800 ext. 1703
Fax: (916) 632-8843
E-mail: LMcnuitt@team-sos.com

5. The Contractor shall provide software licensing maintenance and support to the software being used for the CSLB Interactive Intelligence, Interactive Voice Response (IVR) System, to ensure the system will process and transmit incoming calls as required.
6. Licensing maintenance and support shall include:
 - A. Software Upgrades – Provides rights to use software, new versions of software, and all software upgrades (major and minor service packs) to keep the software current and functional.
 - B. Electronic Support – Provides access to the Contractor's Service Net Web Page available twenty four (24) hours per day, seven days per week, three hundred sixty-five (365) days per year at www.support.team-sos.com. Users may login and complete a Service Request Form online, and receive a ticket/reference number for the service request, and schedule remote or onsite service to troubleshoot and resolve the problem. CSLB shall contact the Contractor's Service Department at (916) 577-1704 for questions regarding access to the Service Net Web Page (i.e., passwords for new users and/or current users who require a password change).
 - C. Telephone Support - Specialized engineers trained and certified to support the Interactive Intelligence software applications shall be available at a toll free number provided by the Contractor's Service Department at (916) 632-8800, prompt 4, with a sixty (60) minute response time available twenty four (24) hours per day, seven days per week, three hundred sixty-five (365) days per year.
 - D. Help Desk support - Help Desk will be available between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, via a toll free number to respond to service requests regarding application performance, systems operation use, and operational failures.
 - i. Initiation of a help desk service request will be made to the Contractor by calling the Contractor's Service Dispatch Department at (916) 577-1704 and placing a service request. Requests for service may also be made via e-mail to servicereq@team-sos.com, or through electronic support.
 - ii. The Contractor shall log each request for service into their database, and a service incident reference number shall be assigned. All detailed information and actions regarding the problem shall be maintained in this database. The incident shall stay open until the problem is resolved. Upon request of the CSLB, and at no additional cost to the CSLB, the Contractor shall generate a report that describes the action(s) taken to resolve the problem.
 - iii. If the issue reported to the Contractor is not covered under this Agreement, the Contractor will not perform the services and shall immediately notify the CSLB Project Coordinator in writing (e-mail acceptable) and no charges will be incurred. If the Contractor fails to notify CSLB and performs services without CSLB's written approval the services will not be billable and CSLB will not be responsible for payment.
7. The following requirements shall apply to all Software Maintenance Support Requests (not covered under the Software Licensing Maintenance and Support):
 - A. Requests for software maintenance support shall be performed on an as needed basis, only upon the request of authorized CSLB personnel, and shall require a Project Plan.

- B. The Contractor, based on the CSLB service request shall provide a statement of work to the CSLB Project Coordinator for review. The CSLB and the Contractor shall (based on the service request and statement of work) develop a Project Plan detailing the tasks to be performed and the criteria for task completion that must be met by the Contractor for successful completion and acceptance of the service request task(s). Each Project Plan shall include:
- i. Objective(s), task(s) and sub-task(s) to achieve service request resolution.
 - ii. Estimated start and completion date(s) for project task(s) and sub-task(s).
 - iii. Estimated hours and cost for completion of each task(s) and sub-task(s).
- C. Project Plans must be approved and accepted by the CSLB Project Coordinator by providing the Contractor with a signed project Plan Acceptance Document.
8. The Contractor shall provide the following deliverable(s):
- A. Weekly timesheet(s) and written status report with a written explanation of status on the task assignment as outlined in the Project Plan.
 - B. Written documentation of task assignment as outlined in each Project Plan (e.g., research, analysis, reports, test results, etc.)
 - C. Knowledge transfer for standard best practices in IVR systems and their environment to designated CSLB personnel to ensure proper maintenance of the IVR system software.
9. The Contractor shall provide preventative maintenance, performed remotely, the last week of October 2008; January 2009, April 2009, and July 2009". To provide preventative maintenance, the Contractor shall:
- A. Contact CSLB one week in advance either by phone or e-mail for approval to perform preventative maintenance and arrange access to the IVR system server.
 - B. Provide a written report of the preventative maintenance results within one (1) week of maintenance completion.
 - C. If problems are detected, dispatch of a qualified representative to perform an on-site inspection to determine and resolve the problem.
10. All on site services shall be scheduled at a date and time mutually agreed upon by the Contractor and CSLB.
- A. The Contractor's qualified representative(s) shall arrive at the CSLB to perform troubleshooting necessary to identify system problem and take necessary steps required to maintain the system in proper operating condition.
 - B. The Contractor's qualified representative(s) shall arrive with knowledge and critical components needed to restore service. If any components need to be ordered, the Contractor shall have the item delivered via Next Day Air and installed the next business day, at no additional cost to the CSLB.

- C. Upon completion of each service call, the Contractor's qualified representative(s) shall test the IVR System by a method relevant to the problem and mutually agreed upon by the CSLB and the Contractor. This shall ensure that the system is restored to its standard of competent functionality. If the services are dissatisfactory to the CSLB, the Contractor shall correct the problem at no additional cost.
11. Upon completion of support provided by the Contractor's representative(s), the Contractor shall submit a work order containing the representative's written documentation detailing the support service request and tasks completed to resolve the problem to the CSLB Project Coordinator. The CSLB Project Coordinator shall approve or disapprove the work order within five (5) business days of receipt from the Contractor. The CSLB Project Coordinator's response of approval or disapproval to the Contractor shall be done in writing (e-mail is acceptable). If a response is not made within five (5) business days by the CSLB Project Coordinator, the Contractor shall consider the task is approved and submit an invoice for payment.
12. In the event the tasks are disapproved, the CSLB Project Coordinator shall respond with explanatory documentation to the Contractor within five (5) business days of receipt of the work order from the Contractor. The Contractor shall remedy the documented issue and provide written explanatory documentation of the remedy to the CSLB Project Coordinator within five (5) business days of receipt of disapproval from the CSLB Project Coordinator.

The Contractor's representative(s) shall continue to resolve disapproved tasks until the criteria provided by the CSLB Project Coordinator in the explanatory documentation has been met and approved by the CSLB Project Coordinator.

13. The following CSLB personnel are authorized to initiate a request for service (i.e., electronic support, telephone support, help desk support, remote dial-in support and/or on-site support):
- A. Amy Cox-O'Farrell
Janice Ahrens-Porter
 - B. Any change in the authorized CSLB personnel shall be immediately submitted to the Contractor in writing (e-mail is acceptable). The Contractor shall complete the authorization change request within five (5) business days of receipt from the CSLB.
14. The CSLB's authorized personnel will be responsible for identifying the Contractor's Response Level upon notification of a service request. "Response" is defined as the time between the CSLB's notification for support service and the time the Contractor begins to work towards resolution of the problem. The Contractor shall respond to each Response Level as follows:
- A. LEVEL I – Emergency: Four (4) business hour response time between the standard business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, Pacific Standard Time, billable at the standard hourly rates listed in Exhibit B of this Agreement. (Emergency support shall be scheduled at a date and time mutually agreed upon by CSLB and the Contractor including outside standard business hours, billable at the non-standard hourly rates listed in Exhibit B of this Agreement.)
 - B. LEVEL II – Standard: Two (2) business day response time or later at the discretion of the CSLB between the standard business hours of 8:00 a.m. to 5:00 p.m.,

Monday through Friday, Pacific Standard Time, billable at the standard hourly rates listed in Exhibit B of this Agreement.

15. There may be instances where the severity of the required support justifies escalated reporting. The CSLB shall escalate their support service request if necessary by contacting the following:

First Contact: Mike Dolloff, SOS Sales Support, (916) 577-1716
Second Contact: Steve Hofer, SOS Account Manager, (916) 577-1717
Third Contact: Claudia Sharp, SOS Project Coordinator, (916) 577-1708

16. All support shall be performed by one or more of the Contractor's Interactive Intelligence Certified representative(s):

- A. Interactive Intelligence Systems Engineer: Support services for mid-level Interactive Intelligence network and server issues.
- B. Interactive Intelligence Senior Systems Engineer: Support services for complex systems, high-level Network and server issues and equipment (i.e., Contact centers, distributed or load balanced Systems, etc.)
- C. Interactive Intelligence Development Engineer: Development and support services for custom Interactive Intelligence applications. (i.e., Web Integration, customized faxing solutions, complex Call center routing, voice recognition, etc.)

17. The CSLB shall provide the Contractor with the following equipment and data as needed to provide services as outlined herein:

- A. Workspace, network, and telephone connectivity including physical network and remote access to the existing CSLB servers, network, telecommunications equipment, and administrative account access (i.e., Dial-up, VPN, etc.).
- B. Original media for applications installed on the CSLB's servers and workstations.
- C. If the Contractor's staff is delayed in the performance of their work by the CSLB's failure to provide any of these items, the delay time shall be billable at the same rate as the work scheduled to be performed.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT:

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Contractors State License Board
Agreement Number: PO 62255
Attn: Debbie Shaffer
P.O. Box 26000
Sacramento, CA 95826

2. BUDGET CONTINGENCY CLAUSE:

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE:

Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

4. TAXES:

The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN:

A. FY 2008/2009 (September 1, 2008 – June 30, 2009) \$ 87,041.26
FY 2009/2010 (July 1, 2009 – August 31, 2009) \$ 12,500.00

TOTAL AGREEMENT AMOUNT: \$ 99,541.26

B. The annual software licensing maintenance is billable on December 1, 2008 in the amount of \$ 24,541.26; and is based on the following Interactive Intelligence, IVR System Software Configuration:

<u>Qty.</u>	<u>Software Description</u>
	Server Components
1	Basic Server
1	Small CIC development system
	Access Licenses
30	Contact center level 1
	Access Add-on Licenses
1	Interaction Supervisor add-on
2	Unified messaging add-on
2	Desktop faxing add-on
	Port Licenses
86	External call port
	Server Add-On's - I3 Options
1	Web services
1	Advanced fax services
1	Text processing tools
	Text to Speech Licenses:
48	Text to Speech license, US English
	Additional Standalone Server
1	Switchover clone for CIC server
	Server Add-On's - Media Resources
93	HMP Voice
24	HMP Fax
116	HMP RTP Audio G.711 only
93	HMP Voice-Switchover
24	HMP Fax-Switchover
116	HMP RTP Audio G.711 only-Switchover

C. For all Software Maintenance Support Requests (not covered under the Software Licensing Maintenance and Support); the Contractor shall only bill for actual time incurred at the rates listed below:

Work Classification	Standard Hourly Rate	Non-Standard Hourly Rate
Interactive Intelligence Systems Engineer	\$160.13	\$239.80
Interactive Intelligence Sr. Systems Engineer	\$187.43	\$281.14
Interactive Intelligence Development Engineer	\$214.99	\$322.49
Project Manager	\$157.50	\$236.25
The following minimum per incident billable times will apply:		
A. On-site support: 2 hours		
B. Remote (dial-in) support: .5 hours - When the CSLB's remote dial-up access is unavailable, the Contractor's Engineer shall bill the CSLB for travel time at a rate of \$75.00 per hour. A minimum per incident billable time shall not apply to travel time as the Contractor's engineer shall only bill for exact time traveled per incident.		
C. Telephone support: .25 hours		