OhioDAS
SERVICE · SUPPORT · SOLUTIONS
DEPARTMENT OF ADMINISTRATIVE SERVICES

Memorandum

John R. Kasich, *Governor*
Robert Blair, *Director*
Erik Yassenoff, *Deputy Director*

To:	Robert Blair, Director
From:	Andrew Miller, EITC Analyst
CC:	Curtis Brooks, EITC Supervisor
Subject:	RF Works MCSA0022 Service Attachment 2, Amendment 3
Date:	October 24, 2017

Director Blair:

This Amendment 3 to Service Attachment 2 of the RF Works MCSA0022 is to establish negotiated and agreed upon actions regarding the ticketing process and impact on SLA credits, a standardized way of dealing with theft and damaged WLAN equipment, and fee payments.

MBE Information: Open Market

Procurement Authority: Controlling Board Authority DAS0100911 for MCSA & MSA contracts.

Direct questions to Andrew Miller at 614-466-0206 or by email at Andrew.Miller@das.ohio.gov.

Thank you.

DAS Associate Counsel	10-31-17 Date
Enterprise IT Contracting Supervisor	10-25-17 Date
Enterprise IT Contracting Administrator	11-7-17 Date
Director/State CIO	11/13/17 Date

RF-Works
Service Attachment 2
Amendment 3
Wireless as a Service (WaaS)

THIS AMENDMENT NUMBER 3 to Service Attachment 2 (the Amendment) is between the State of Ohio, through its Department of Administrative Services (the 'State'), and RF Works, LLC (the 'Service Provider'). This Amendment changes the terms of the contract issued under Service Attachment 2 dated February 2, 2016 (the 'Service Attachment') and amends Master Cloud Service Agreement, Contract Number MCSA0022 (MCSA).

The Service Attachment 2 is amended as follows:

Section 2 regarding *Implementation* on Page 6 of is replaced in its entirety with the language below.

Service Provider WaaS offering covers all design and implementation tasks including an active site survey, installation of access points, all WLAN hardware, and connection to a wireless LAN controller, associated security, and management platform. Service Provider will install the WLAN equipment, configure, and test all hardware and software for each installation site. Service Provider has included all delivery cost related to delivery, installation, configuration, testing, maintenance and support of the WLAN hardware and software and any other necessary aspects of the solution. Service Provider will also be responsible for unboxing and disposing of all packaging materials.

Section 2 regarding *Fees* which was revised in Service Attachment 2 Amendment 2 Page 2 is modified to add the language below.

It is the responsibility of the Subscribing Entity to ensure that the WaaS Equipment is placed in a secured location. The Subscribing Entity will be responsible for replacing, at their expense, any equipment that is missing due to theft or equipment that is damaged that is outside of the control of Service Provider and the Subscribing Entity (i.e. natural disaster). The equipment will need to be replaced with the same model or equivalent model recommended by the Service Provider.

Section 6 regarding *Availability* on Page 11 is modified with the language below.

(v) Theft or damage to the WLAN equipment at the Subscribing Entity's facility.

Section 2 regarding *SLA Credits* on Page 12 is replaced in its entirety with the language below.

The "Target Availability Level" is the Service's Availability Level that the Service Provider plans to meet or exceed during each calendar month. The "Service Availability Level" is the number of hours during a particular period that each individual Access Point was Available to the Subscribing Entity, excluding scheduled downtime permitted above, and divided by the total number of hours during such period. The Target Availability Level is provided in the next section.

The Service Provider must actively monitor and report to the Subscribing Entity any and all Unavailability of each individual Access Point monthly, along with reasonable details regarding such Unavailability. The Service Provider must also provide each Subscribing Entity that uses the Service a credit by Access Point within 30 days of any calendar month in which the Service Availability Level is below the Target Availability Level of each individual Access Point, calculated as set forth herein.

The applicable credit will be based on the Service Tickets generated by Service Provider and will be calculated as follows:

If the Service Provider fails to meet the Target Availability Level up to four hours, each affected Subscribing Entity will be entitled to the equivalent of one day's fee for the Service. That is, if the fee is an annual fee, the credit would be 1/365th of that annual fee, or if it is a monthly fee, the Subscribing Entity would be entitled to 1/30th of its monthly fee as a credit. If the Target Availability Level is greater than eight hours, the Subscribing Entity will be entitled to the entire fee applicable to that month. Pricing and service is provided based upon each individual Access Point, therefore availability and credits are calculated based on each individual Access Point as well.

Any such credits must be paid to the Subscribing Entity within 30 days after the month in which the Service Provider fails to meet the Target Availability Level.

If the Service Provider fails to meet the Target Availability Level for three consecutive calendar months, any affected Subscribing Entity may terminate any or all Orders for that Service for cause without termination fees.

Section 2 regarding Support and Service Level Agreement details on Page 12 is replaced in its entirety with the language below.

An 802.11 Wireless LAN (WLAN) is a complex technology with many factors that can affect the user experience. Environmental factors such as building materials and even furniture can interfere with the wireless signal and cause a poor experience for the user. The Subscribing Entity is not responsible for moves within the environment after the final implementation. If construction is planned, an RF-Works ticket must be submitted

through the State's Ordering System thirty (30) days prior to requested move date. RF-Works will provide recommendations regarding new placement of the equipment for optimal coverage. Also, there are two radios involved in a wireless connection, one being the Access Point and the other being the client. Both the Access Point and the client must perform at optimal levels for the user experience to be satisfactory. The dynamic nature of the environment and the myriad of client types require constant monitoring and quick resolution to ticketed issues that will arise in a Wireless LAN. Service Provider assigns priority to client support needs based upon the business impact of the incident. Although Service Provider will resolve all issues as quickly as possible, the following schedule outlines the maximum response times for different categories of incidents. There is a trade-off between response time and cost, and in order to keep Service Provider services affordable, RF-Works regrettably cannot guarantee the same response time for all levels of severity.

Please note that maximum response time represents time required for Service Provider to respond to the reporting party and begin troubleshooting the issue. Actual time for resolution depends on the specific nature of each ticketed incident.

Description of Incident	Users Affected	Priority Rating	Maximum Response Time	Communication Method / Follow-up
Network Device Failure	Multiple users, No work around	1	1 Hour 24/7	Direct verbal communication. Follow-up with designated contact very hour
C-level User	C-level User	1	1 Hour 24/7	Direct verbal communication. Follow-up with designated contact very hour
Critical Application	One or multiple	1	1 Hour 24/7	Direct verbal communication. Follow-up with designated contact very hour
Wireless Network Slowness	One or multiple	2	2 Business Hours	Direct verbal communication. Follow-up with designated contact very two hours
Client Device Issue	Single User	3	4 Business Hours	Direct verbal communication. Follow-up with designated contact very Four hours
Change Request	One or multiple	4	Scheduled / 3 days	Email Communication

RF-Works
Service Attachment 2
Amendment 3
Wireless as a Service (WaaS)

Section 2 regarding *Scheduling and Service Tickets* on Page 14 is replaced in its entirety with the language below.

Service Provider' Support Desk is configured based on ITIL standards. ITIL is a set of concepts and best practices for IT Service firms detailing the process for key areas of service delivery like incident and escalations management, change management and application management.

All issues are reported to the RF-Works Support Desk by email or phone and a service ticket is created with a unique ticket number. The RF-Works Support Desk engineers are certified in Tier 1 support. They will work the Subscribing Entities regarding issues and if they do not have the ability to resolve it, they will escalate it to the RF-Works Systems Engineering Team.

If the Service Provider's Engineering Team assessment of the issue has determined that the issue is outside the scope of the WaaS Solution and is not a result of the Service Provider' equipment, the Service Provider will invoice the Subscribing Entity for the Service Call at the industry standard rates on and Individual Case Basis (ICB).

Signature to Follow

RF-Works
Service Attachment 2
Amendment 3
Wireless as a Service (WaaS)

In Witness Whereof, the Parties have executed this Service Attachment, which is effective on the date the State's duly authorized representative signs it on behalf of the State, ("Effective Date").

RF-WORKS	STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES
Signature	Signature
Mindy Altiero Printed Name	Robert Blair Printed Name
Vice President of Sales Title	DAS Director Title
10.25.2017 Date	11-14-17 Effective Date
20-0943384 Federal Tax ID	