

OP-76770

STATE BOARD OF ADMINISTRATION

MICROSOFT TEAMS OPERATOR CONNECT

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# Executive Overview

State Board of Administration or (“client,” herein) seeks to modernize its telephony, improve communications, and reduce costs by migrating to Microsoft Teams Phone System. One of the benefits of this migration will allow State Board of Administration **to consolidate to a single UC client, Microsoft Teams, to provide voice capabilities on the desktop and mobile devices.**

NWN Carousel will replace the clients existing Cisco on-premise PBX with a Microsoft Teams Phone System. Replacing a legacy PBX with Microsoft Teams Phone System typically results in a lower overall Total Cost of Ownership (TCO) due to decreased infrastructure, ease of management, and lower support & maintenance costs.

To support this effort, NWN Carousel proposes its Microsoft Teams Operator Connect offering. This solution provides cost-saving and management benefits as it collapses PSTN Carrier, SBC (Session Border Controller), and Dynamic E911 services into a low monthly cost with additional value-added services.

**NWN Carousel has taken great care in formulating your proposal and understands that this migration will provide a foundational framework for delivering strategic collaboration solutions to State Board of Administration end users. Today, NWN Carousel offers critical Voice and Video solutions to its customers that tightly integrate into this framework. We are uniquely positioned to help State Board of Administration achieve the migration objectives in this Statement of Work.**

# Scope of Work

State Board of Administration is engaging NWN Carousel to provide infrastructure consulting services to assist with deploying Microsoft Teams voice capabilities for its back-office employees. Please note Teams Operator Connect only works when users are enabled for Teams Only mode. State Board of Administration will need to ensure all users are enabled for Teams Only mode to support Operator Connect.

NWN Carousel will kick off the project with an Envisioning session to identify existing telephony features currently being leveraged by Cisco that can be migrated to Microsoft Teams. Once these personas are identified jointly with State Board of Administration, NWN Carousel will develop a migration plan that provides the least disruption to State Board of Administration end users.

NWN Carousel will integrate the Operator Connect solution with State Board of Administration existing Office 365 tenant. To support this integration, State Board of Administration must create a dedicated service account to manage the solution. Once Operator Connect is active, NWN Carousel and State Board of Administration will identify a pilot group to test the service before production roll-out begins.

The deployment will consist of porting 392 DIDs and enabling 275 users into the Microsoft Teams Operator Connect service.

Redundant Grandstream Networks GXW4224 24 FXS gateways for analog device support, such as fax machines and integration to overhead paging. This is included in this design and will be configured to State Board Administration requirements.

# Incorporated by Reference

This SOW represents the work being performed by NWN Carousel for the customer during the contracted engagement. Some services and products used in the delivery of this SOW are governed by additional documentation and service descriptions. These can be found in the following locations:

**1. NWN Carousel Master Service Agreements**

- a. **NWN Corporation clients:** – <https://nwncarousel.com/master-agreement>
- b. **Carousel Industries of North America, LLC clients** – <https://nwncarousel.com/master-agreement>

**2. Managed Services** – <https://nwncarousel.com/service-descriptions/>



# Financials

## Product

One-Time						
	ITEM	DESCRIPTION	QT	LIST PRICE	UNIT	EXT.
1.	849B6AA#ABA	Poly Trio C60 IP Conference Phone for  Microsoft Teams Full Radio and PoE-  Enabled	22	\$1,284.95	\$1,027.9  6	\$22,615.12
2.	214408-01	BLACKWIRE 8225, BW8225-M USB-A, WW	10  9	\$189.95	\$151.96	\$16,563.64
3.	8L7F5AA#ABA	SAVI 8420 Office,S8420 -  M,CDM,OTH,STEREO	37	\$514.95	\$411.96	\$15,242.52
4.	85X02AA	PLY TRIO C60 EXP MICROPHONE	5	\$212.95	\$170.36	\$851.80
5.	GXW4224 V2	GRANDSTREAM NETWORKS,  INC:GATEWAY, 24 FXS, 1 GigE	2	\$699.00	\$559.20	\$1,118.40
6.	TEAMS-C455HD-DBW	AudioCodes C455HD - VoIP phone - with  Bluetooth interface with caller ID	17  2	\$410.00	\$328.00	\$56,416.00
7.	2200-49690-019	CCX 350 MEDIA PHONE TEAMS POE PERP	10	\$333.95	\$267.16	\$2,671.60
					Total:	\$115, 479.08

## Services

One-Time						
	ITEM	DESCRIPTION	Q	LIST PRICE	UNIT	EXT.
1.	UC-BUN-MTCLD- MSFTTEAMS	Multi-Tenant Cloud, Microsoft Teams	1	\$0.00	\$0.00	\$0.00
2.	UC-PRO-MTCLD-INIT	Project Initiation and Tenant Provisioning	1	\$6,676.45	\$5,207.63	\$5,207.63
3.	UC-PRO-MTCLD- 25USR	Standard User Setup - 25 User Pkg.	3	\$2,970.55	\$2,079.39	\$6,238.17

## One-Time

4.	UC-PRO-MTCLD-100USR	Standard User Setup - 100 User Pkg.	2	\$10,336.70	\$7,618.15	\$15,236.30
5.	UC-PRO-MTCLD-NWNDR	Direct Routing Onboarding and Setup	1	\$2,900.70	\$2,025.62	\$2,025.62
6.	UC-PRO-MTCLD-E911BASE	E911 Base Configuration with 5 ERL	1	\$3,474.35	\$2,432.05	\$2,432.05
7.	UC-PRO-MTCLD-SATA	ATA Configuration and Deployment - 5 Devices Pkg.	1	\$1,288.10	\$901.67	\$901.67
8.	UC-BUN-MTCLD-MSFTTEAMS	Multi-Tenant Cloud, Microsoft Teams	1	\$0.00	\$0.00	\$0.00
9.	UC-BUN-SIP-BW	SIP Services, Bandwidth	1	\$0.00	\$0.00	\$0.00
10.	UC-PRO-SIP-BW-ECC	Emergency Call Center (ECC) charge	1	\$190.00	\$152.00	\$152.00
					Total:	\$32,193.44

## Recurring

	ITEM	DESCRIPTION	Q	LIST	UNIT	EXT.
11.	UC-AAS-SIP-NW-CNAMPD	Per DIP CNAM for Hosted Teams Calling Service	5000	\$0.01	\$0.01	\$3,000.00
12.	UC-AAS-SIP-NW-ANALOG	Monthly subscription for Analog Connectivity to Teams Direct Routing as a Service.	16	\$21.25	\$17.00	\$16,320.00
13.	UC-EMPO-MTCLD-MSFT-USER	Microsoft Teams Voice User, EMP Operate	271	\$9.11	\$5.11	\$83,099.44
14.	UC-AAS-SIP-BW-STDC	Standard Calling Plan (DID + 911 + Unlimited Local/LD)	271	\$5.11	\$5.11	\$83,088.60
15.	UC-AAS-SIP-NW-ANALOG	Monthly subscription for Analog Connectivity to Teams Direct Routing as a Service.	16	\$21.25	\$11.69	\$11,220.00
					Total	\$196,728.0

*\*\*The Monthly/Unit Price shown above has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price.*

*The totals for this order were calculated using the actual price, rather than the Monthly/Unit Price displayed above, and are the true and binding totals for this order.*

Financial Summary	
ITEM	TOTAL
Quote Sub-Total:	\$337,844.84
One-Time Ext. Total:	\$112,003.04
Recurring Ext. Total:	\$225,841.80/60=\$3,764.03

Billing and Payment Terms	
ITEM	TERM
Subscription Term:	60
Billing Terms:	Recurring - Monthly
Payment Terms:	1.5% 15 - Net 60
Payment Schedule:	Lease

Total Contract Value - \$337,884.84

One Time Ext. Total - \$115,479.08 - \$112,003.04 OTP = \$3476.04

Recurring Ext. Total - \$222,365.76 + \$3,476.04 = \$225,841.80/60=\$3,764.03 60 month contract

## Scope Assumptions

- Customer is responsible for providing access to all systems requested by NWN Carousel for completion of the project. Our engineers will need access to your Teams Admin Center to complete the migration to Teams Phone. That will require an account to be set up for the deployment engineer.
- Customer is responsible for providing all hardware, software, maintenance and other resources required for the successful completion of the project.
- Customer will provide a primary point of contact for the NWN Project Coordinator.
- Customer will be responsible to have complete backups of any data prior to commencement of our services. NWN assumes no responsibility for lost data.
- NWN Carousel will provide knowledge transfer to Customer staff throughout the engagement. Knowledge transfer is not intended to replace formal technical training and certification.
- Customer must have ACTIVE manufacturer support contracts on any existing equipment that NWN will be performing work on during this work effort.

## Claiming Partner of Record



Microsoft has initiated a customer association experience for all Microsoft Partners called Claiming Partner of Record (CPOR). This association experience allows all partners that help customers deploy or adopt Microsoft 365 services to be recognized. As a Microsoft Partner, NWN Carousel is critical in all phases of the Microsoft 365 experience. Which makes ensuring we have accurately associated with our customers an important task. Overall, it helps us track our impact and push forward progress.

By signing this Scope of Work, Client acknowledges that NWN Carousel will seek CPOR association to our Microsoft Customer Tenant ID under the Microsoft Partner Incentives program and that as part of the CPOR association, NWN Carousel may receive monetary fees, commission, or compensation from Microsoft in connection with the services provided to Client. CPOR association will commence during the project kickoff phase.

Agreeing to the CPOR association does not affect a customer's Enterprise Agreement, existing CSP relationships, or direct support model from Microsoft.

## Terms and Conditions

Customer shall be billed in accordance with the terms outlined above in the Billing Terms table set forth in the Financials Section. The payment frequency set forth in the table above details the timing and amount of the charges due under this SOW. Where applicable, unless Customer notifies NWN in writing at least ninety (90) days prior to the subscription renewal date, Customer's subscription term will automatically renew on annual terms.

This SOW and any applicable Products or Services purchased hereunder are subject to either (i) the applicable mutually executed Master Products and Services Agreement or Master Services Agreement that authorizes the purchase(s) herein between NWN and Customer; or (ii) where NWN and Customer have not executed such an agreement, the terms and conditions set forth at <https://www.nwnit.com/service-description/> shall apply (the online terms and conditions and the applicable agreement shall each be deemed the "Agreement"). For the avoidance of doubt, in the event of any conflict between the terms of this SOW and the Agreement, the terms of this SOW shall prevail. To the extent the name of the Agreement does not correspond with those referenced above but authorize Customer to purchase Products or Services from NWN, those agreements shall additionally be deemed Agreements for the purposes of this SOW. Any terms not defined in this SOW shall be set forth in the Agreement. The pricing contained in this SOW is valid for thirty (30) days from date of issue. Applicable shipping charges, taxes, and if applicable, telecommunications surcharges and fees, will be billed by NWN and itemized on a separate line item(s) on NWN's invoice.

In the event Customer does not execute this SOW and only places a Purchase Order, such Purchase Order is deemed acceptance of the terms of this SOW and any additional or different terms in such Purchase Order will not bind NWN without its written consent to amend the terms of the SOW. Provided no additional or different terms are contained in a Purchase Order, NWN may reject a Purchase Order in its sole discretion within two (2) business days from its receipt and after which time such Purchase Order is deemed accepted (an "Accepted Purchase Order"). In the event Customer chooses to place a Purchase Order rather than signing this SOW, the date of the Accepted Purchase Order shall be considered the SOW Effective Date.

## Statement of Confidentiality

This Statement of Work ("SOW") has been developed by NWN and is NWN's proprietary trade secret and business confidential information. This SOW may not be released to another vendor, business partner or contractor without prior written consent from NWN.

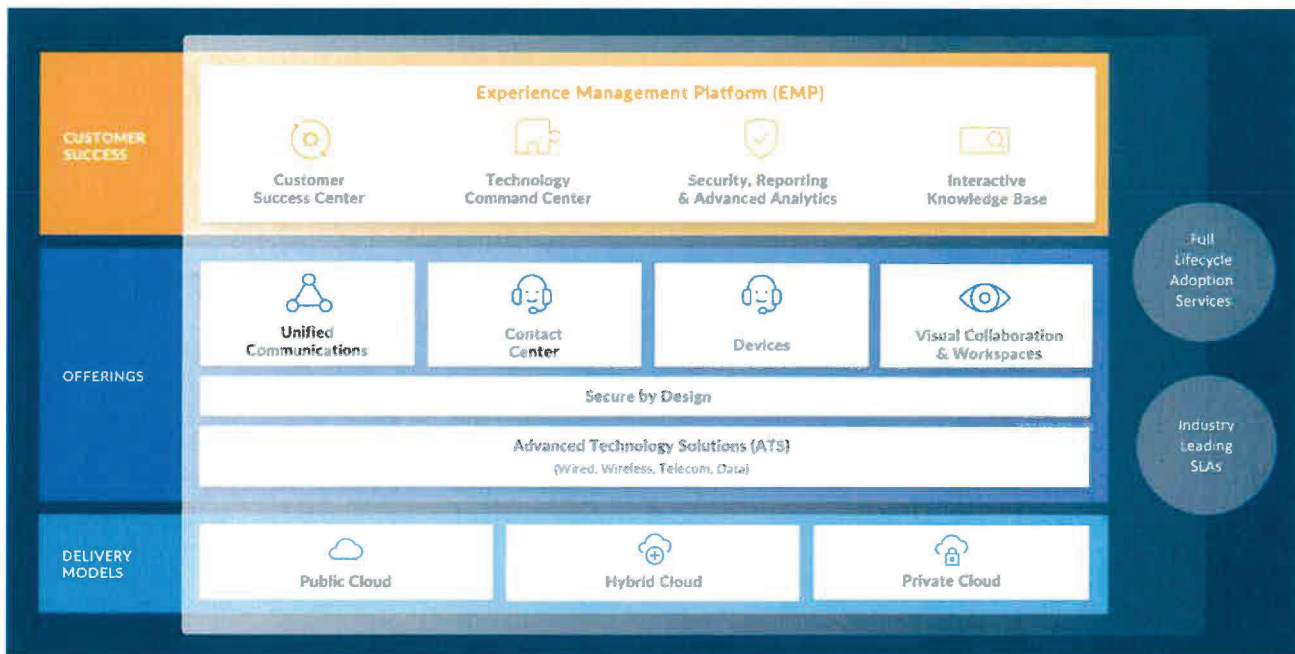




## NWN Carousel Unified Communications & Collaboration Service Description

This Service Description Document (SDD) describes offer-specific definitions of the Unified Communications Services made available by NWN Carousel to our customers ("Subscriber," "you" or "your").

NWN Carousel is a leading cloud communications service provider (CCSP) focused on transforming the customer and workspace experience for commercial, enterprise, and public sector organizations. The company offers its solutions-as-a-service platform to help organizations work from anywhere securely. With over 7,400 customers throughout the U.S. and globally, NWN Carousel provides integrated cloud communications, security, contact center, managed devices, connectivity, visual collaboration, and advanced technology solutions—all powered by their experience management platform (EMP). To learn more about NWN Carousel's solutions and offerings, visit [www.nwncarousel.com](http://www.nwncarousel.com).



NWN Carousel reserves the right to amend these terms without the customer's notice. These Terms shall amend and restate, supersede, and replace in their entirety any earlier versions of the Service Description Document, effective as of the date indicated in the Section Effective Date indicated on each section of this document.

## 1. NWN Carousel Unified Communications & Collaboration Offering

### 1.1. NWN Carousel Unified Communications & Collaboration Overview

NWN Carousel's Unified Communications Offering is a solution as a service that integrates all modes of communication into a unified end-user experience. With NWN Carousel Unified Communications & Collaboration, organizations can transform how things get done by adopting the latest collaboration technology that best aligns with the organization's needs. NWN Carousel's integrated offering includes an end-to-end SLA from the network to the end-user applications on the devices, which enables organizations to minimize risk and focus on business.

NWN Carousel delivers core unified communications and next-gen collaboration capabilities, all as an integrated solution/offering that is simple to consume, use and manage for organizations of all sizes. NWN Carousel streamlines the implementation and management of unified communications, allowing customers to adopt the latest technology and maximize the benefits provided by these solutions, which include:

- Transforming the workplace experience for the next generation
- Supporting users' workstyles, devices, and apps
- Enabling high-quality, secure, real-time communications, and collaboration
- Reducing the cost of providing communication and collaboration services
- Supporting decision makers with the correct tools to enable them to reach productivity goals

NWN Carousel's Unified Communication & Collaboration Service Bundles offer a suite of Enterprise Collaboration services and applications to help customers enhance employee productivity and communication while improving the overall employee and customer experience. As part of the Unified Communications Solution, NWN Carousel also provides Innovation Adoption Services and Monitor & Operate Services making this a true solution-as-a-Service offering.

NWN Carousel's Unified Communications Solution provides an enterprise-ready unified communications and collaboration solution as a service. It employs multiple platforms from market leaders such as Cisco, Avaya, and Microsoft to support flexible delivery models (On-Premises, Multi-tenant Cloud, and Single-tenant Cloud), enabling NWN Carousel to offer:

- **Enterprise telephony** - A calling platform that provides full-featured, enterprise-grade IP telephony for any size organization. NWN Carousel services include optional PSTN access with Local, LD (Long Distance), & International calling.
- **Unified communications** - Voice and video calling, mobility, messaging, and presence on any desktop or mobile device.
- **Meetings and Team Collaboration** - Better meetings with high-definition video, screen sharing, team messaging, and continuous collaboration.
- **Endpoints for every use case** – A wide range of IP phones, software clients, and Video room systems to suit any requirement and transform your workplace.
- **EMP Control, Reporting, and Analytics** - Provides a complete suite of tools to streamline and optimize the day-to-day management of your Enterprise Communications System.

To help customers find the right service at the right price, a range of User Subscription Packages (User Bundles) are offered by NWN Carousel. Organizations can select those User Subscription packages that best meet their needs. Every voice and video endpoint connected to the service must be assigned a license and will consume one of the following subscriptions.

NWN Carousel Unified Communications & Collaboration services are provided to the Customer through individual subscriptions for Customer End Users, monitoring and management of Endpoints,



and the ability to support inter- and intra- company point-to-point and multipoint conference calls. Along with a subscription to voice and/or video collaboration, customers may also subscribe to additional features to add functionality to their services.

#### 1.1.1. NWN Carousel Unified Communications & Collaboration Core Services Bundle

Part Number	Description
UC-BUN-CORE	Unified Communications Core Bundle

NWN Carousel's Core Unified Communications & Collaboration Services Bundle is a Multi-tenant calling and collaboration solution delivered Over-the-Top (OTT). NWN Carousel's Multi-tenant Cloud Calling combines the capabilities of leading Collaboration platforms from Cisco, Avaya, Microsoft, and RingCentral, with NWN services, Carrier Service, and Monitor & Operate Services. NWN Carousel's Core Unified Communications & Collaboration provides an array of enterprise voice features and collaboration tools, such as enterprise messaging, audio, video, team collaboration, and web conferencing.

The NWN Carousel's Multi-tenant Cloud services support businesses with many sites of any size providing a centralized administrative experience integrated to streamline the ordering and entitlement and to centralize management of the bundled software entitlements.



## 1.2. Carrier Services Packages

NWN Carousel provides Carrier Services as a fully integrated solution with our Unified Communications & Collaboration services. Carrier Services available from NWN Carousel for the various supported platforms include:

- SIP Trunking
- PSTN Access
- Local/Long Distance & International
- Toll-Free
- Emergency (E911) and data transport services.

NWN Carousel SIP services can be purchased in four different models:

- User Bundle
- Uncommitted Minutes
- Committed Minutes Bundles
- Standalone SIP Trunk

Uncommitted Minutes: Invoiced monthly in arrears, based on actual usage over the billing period. NWN SIP Services per use fees are subject to change due to regulatory requirements over which NWN Carousel has no control. Subscribers will be charged at the applicable rate in effect when the Service is used.

**Committed Minutes Bundles:** Invoiced monthly in advance for the duration of the Subscription Term, based on a monthly committed dollar amount. NWN Carousel SIP Service usage over committed amounts (Overage) will be invoiced monthly in arrears at the contractually committed billing rate. Committed minutes that Subscriber does not use during the month for which the minutes were committed may not be carried forward into the next month. Rates associated with an audio commitment supersede the per-use fees for the corresponding telephony service.

### 1.2.2. Committed Minute Bundle for State Board of Administration

NWN Carousel provides Carrier Services as part of its Microsoft Teams Operator Connect offering. The following committed minutes have been allocated for your service monthly:

- Unlimited inbound/outbound to all DIDs
- Inbound Calling Name is included
- For international rates, please refer to <https://nwncarousel.com/service-descriptions/>

### 1.3. Multi-Tenant Cloud Professional Services Packages

#### 1.3.1. Project Initiation and Base Tenant Provisioning

Part Number	Description
UC-PRO-MTCLD-INIT	Project Initiation & Tenant Provisioning

NWN Carousel engineering will organize the project team to support the deployment and provisioning of the UCaaS Solution. During the initiation phase NWN Carousel team will conduct meeting(s) with the customer to discuss the following:

- Review the signed Statement of Work document
- Review finalized Bill of Materials
- Review high-level features and functionality of the platform
- Review of NWN Carousel Data collection file/files
- High-Level design requirements
- Low-Level design requirements
- Project dependencies, Customer requirements, and verify assumptions

#### **NWN Carousel Deliverables:**

- Project Plan – The NWN Carousel project manager will produce a high-level project plan based on the items discussed during kickoff and discovery meetings
- Customer-specific User Design Document / Data Collection File(s) – NWN Carousel will provide the customer with a file or set of files to provide user and other project-specific data in a format required by NWN Carousel. We will review the file in advance during discovery sessions and format the file to meet the project's requirements.
- Base Tenant – NWN Carousel will ensure that the base tenant is set up at this time and that the NWN Carousel engineering resources have sufficient access to perform the project tasks.
- Number port / Cutover – One cutover event, including one number port event, is included in the entitlement. The cutover event needs to be completed in a single maintenance window not exceeding 24 hours

#### **Customer Responsibilities:**

- Provide data back expeditiously in the format requested by NWN Carousel. The timeliness and accuracy of the data is a critical factor for successfully deploying a UCaaS solution
- Customers to ensure that NWN Carousel resources have sufficient access to facilities, software, Cloud portals to perform their job on the project. Our engineers will need access to your Teams Admin Center to complete the migration to Teams Phone. That will require an account to be set up for the deployment engineer.

#### **Assumptions and Exceptions:**

- All work to be performed remotely and during regular business hours 8 am – 5 pm
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services



The scope of the statement of works is limited to Voice over IP platforms that deliver service over the top of the customer's existing Internet and IP network. While NWN Carousel will provide a primary tool to test the feasibility of a customer's site to deploy IP telephony, it will be up to the customer to ensure that the environment can support a VOIP-based phone system. Listed below are a few elements that customers will need to consider.

NWN Carousel can provide consulting services for any items listed below, but they are not included within this project's scope unless explicitly listed. Any additional consulting required to evaluate, remediate, or support will either need a new scope of work or a Change Order.

### **Switches and Power over Ethernet**

IP phones connect to the network and draw the necessary power for their operation from the ethernet switch. For that reason, IP phones must connect directly to the jack that provides connectivity back to the switch. Therefore, the customer will ensure that the network switches can provide adequate power to support the desired amount of IP Phones and any other POE device connected to it.

Most IP phones have an additional jack at the back to connect the other device; the jack is enabled by default, and customer can configure their network switches to allow the end-user device to daisy chain through the phone switch.

### **Quality of Service**

The phones and applications will securely connect to the service over the Internet. NWN Carousel will suggest general best practices for the customer's LAN/WAN network to prioritize voice traffic to the edge of the network under its management. Customers will be responsible for configuring the network following the industry best practices for quality of service (QoS). If any issues with voice quality, NWN Carousel will restrict its troubleshooting to a phone/device. If the problem is related to packet loss, jitter or delay, customers will work directly with their network team and service provider to isolate the problem.

### **Firewalls**

Over the top, UCaaS will require customers to make provisions on their premise firewalls to allow uninterrupted communication. NWN Carousel will provide a list of firewall ports and settings needed for the service to operate at the start of the project. Customers will be responsible for making appropriate changes to their network, firewalls, and any other network device in the communication path based on the document provided before the rollout.

### 1.3.2. Standard User Setup - 100 User Package

Part Number	Description
UC-PRO-MTCLD-100USR	Standard User Setup - 100 User Package

NWN Carousel engineering will provision up to 200 standard users / Knowledge Workers. This will include associating up to two (2) devices, one physical phone and one softphone, voicemail access, and chat/IM and Presence for each user. NWN Carousel engineer will also provision additional settings like Class of Service, simultaneous ring, and additional lines on phones if desired. All the data for each user needs to be documented in NWN Carousel required format and provided before the end-users provisioning activity begins.

Following additional site-based configurations are also within the scope of this entitlement, these entitlements are capped based on the total user count within the scope of the project:

Feature	Qty
Auto-Attendant	One (1) or 1% of the total user count rounded to the next whole number (whichever is higher)
Shared Lines (Delegates)	One (1) or 5% of the total user count rounded to the next whole number (whichever is higher)
Call Queue	One (1) or 5% of the total user count rounded to the next whole number (whichever is higher)
Call Pickup Groups	One (1) or 1% of the total user count rounded to the next whole number (whichever is higher)

#### Customer Responsibilities:

- Provide data back expeditiously in the format requested by NWN Carousel.
- Deploy softphone and any other application required for this project on the customer device.
- Deploy physical phone at the end-user location if the customer is responsible for the installation of physical devices. Provide relevant information, like mac address, e911 location, etc., to the NWN Carousel engineering team.

#### Assumptions & Exclusions:

- All work to be performed remotely and during regular business hours 8 am – 5 pm
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services

### 1.3.3. Standard User Setup - 25 User Package

Part Number	Description
UC-PRO-MTCLD-25USR	Standard User Setup - 25 User Package

NWN Carousel engineering will provision up to 75 standard users / Knowledge Workers. This will include associating up to two (2) devices, one physical phone and one softphone, voicemail access, and chat/IM and Presence for each user. NWN Carousel engineer will also provision



additional settings like Class of Service, simultaneous ring, and additional lines on phones if desired. All the data for each user needs to be documented in NWN Carousel required format and provided before the end-users provisioning activity begins.

Following additional site-based configurations are also within the scope of this entitlement, these entitlements are capped based on the total user count within the scope of the project:

Feature	Qty
Auto-Attendant	One (1) or 1% of the total user count rounded to the next whole number (whichever is higher)
Shared Lines (Delegates)	One (1) or 5% of the total user count rounded to the next whole number (whichever is higher)
Call Queue	One (1) or 5% of the total user count rounded to the next whole number (whichever is higher)
Call Pickup Groups	One (1) or 1% of the total user count rounded to the next whole number (whichever is higher)

#### Customer Responsibilities:

- Provide data back expeditiously in the format requested by NWN Carousel.
- Deploy softphone and any other application required for this project on the customer device.
- Deploy physical phone at the end-user location if the customer is responsible for the installation of physical devices. Provide relevant information, like mac address, e911 location, etc., to the NWN Carousel engineering team.

#### Assumptions & Exclusions:

- All work to be performed remotely and during regular business hours 8 am – 5 pm
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services

### 1.3.4. Operator Connect Onboarding and Deployment

Part Number	Description
UC-PRO-MTCLD-NWNR	Operator Connect & Setup

NWN Carousel engineering will provide support for integrating its Microsoft Teams Operator Connect solution into the customers' existing Office 365 tenant:

- Initiate Tenant Validation
- Setup Microsoft Teams Operator Connect leveraging NWN Carousel Microsoft Teams Operator Connect solution
- Sub Domain Creation
- Microsoft Teams PSTN Gateways
- Microsoft Teams PSTN Usage Records
- Microsoft Teams Voice Routes
- Microsoft Teams Voice Routing Policy
- Setup SIP connectivity to route Dynamic E911 calls
- Microsoft Teams Emergency Routing Policy

#### Customer Responsibilities:

- Provide Office 365 Tenant with appropriate licensing to support Microsoft Phone System
- E.164 compliant Active Directory structure
- Provide two of the following licensing combinations for initial service turn up
  - Two unassigned E5
  - Two unassigned E1 or E3 + Phone System
  - Two unassigned Business Basic/Standard/or Premium with Business Voice without Calling Plan

#### Assumptions and Exceptions:

- All work to be performed remotely and during regular business hours 8 am – 5 pm
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services

### 1.3.5. Dedicated SIP Sessions

Part Number	Description
UC-AAS-SIP-NW-TRUNK	Dedicated SIP Sessions

Customers will require replacement of PRIs or dedicated SIP when converting to NWN Carousel Operator Connect as a Service. SIP Trunking services are available to directly connect customers Microsoft Teams service the PSTN. Trunking services are available as monthly as a service charge for the length of the contract.

**Features Included:**

- Unlimited Inbound
- Unlimited Outbound to USA lower 48 states Domestic long distance
- Alaska, Hawaii, and overages charged per minute

**Deliverables:**

- Configure (1) SIP Trunk between NWN Carousel Centralized SIP Services and Customer's Office 365 Tenant

**Client Responsibilities:**

- Provide remote access for the Consulting level engineer to access equipment and gather live state information

**Assumptions & Exclusions:**

- See *NWN Carousel Microsoft Teams Operator Connect – INTL Rate Table.pdf*

### 1.3.6. DID

Part Number	Description
UC-AAS-SIP-NW-DID	DID (Direct Inward Dial) number

NWN Carousel provides Direct Inward Dial Telephone Numbers (DID/TN) services for customers that would like a standalone DID to reserve for future growth purposes such as new: end users, devices, or services.

**Features Included:**

- 1 DID New

**NWN Deliverable:**

- Activation of 1 DID

**Customer Responsibilities:**

- Request DID from NWN Carousel

**Assumptions:**

The Following services are NOT included:

- Local or Long Distance
- Toll Free Service
- International Service
- Emergency Service (Not Active when Unassigned)

**1.3.7. Static or Dynamic E911**

Part Number	Description
UC-AAS-SIP-NW-911	Static or Dynamic E911

NWN Carousel provides E911 services directly from its Operator Connect as a Service solution to support customers compliance with state and federal E911 laws.

**Features Included:**

- 1 E911 New

**NWN Deliverable:**

- Activation of 1 E911 License

**Customer Responsibilities:**

- Request E911 from NWN Carousel

**Assumptions:**

The Following services are NOT included:

- Configuration of customers Dynamic or Static E911 Database



### 1.3.8. E911 Base Configuration

Part Number	Description
UC-PRO-MTCLD-E911BASE	E911 Base Configuration

NWN Carousel engineering will provide the following services to set up E911 service for the UCaaS solution and configure up to 5 Emergency Locations. The details are as follows:

- Setup the base service to enable Dynamic E911 service for the UCaaS platform.
- Configure the E911 service for emergency locations. Configure locations with the additional setting to dynamically track phones using any or all of the following: IP subnet, Network Switch ID, AP device ID, etc. The customer will provide information to map the settings to the locations in NWN Carousel requested format.
- NWN Carousel engineers will enable essential integration or one-time import to enable users to use E911 software on personal devices for softphones. The customer will be responsible for any plugin or software installation on the end-user device.

#### Customer Responsibilities:

- All Location Information Services related to network segments, chassis ID, BSSID must be validated by customer IT Admins. NWN Carousel will provide two bulk uploads of this data as part of our base services costs. If additional changes or bulk uploads are required, NWN Carousel will issue a change order to account for additional service hours.
- Provide data back expeditiously in the format requested by NWN Carousel.
- Validate all building address location against USPS database
  - <https://tools.usps.com/zip-code-lookup.htm?byaddress>
- Provide data to map physical locations to elements enabling dynamic tracking of phones.
- Install any software of plugin on the end-user device for enabling dynamic E911.
- Training and compliance for the E911 plugin/settings on personal devices.
- Compliance and Governance on E911 in accordance with State and Federal laws.
- Ongoing maintenance of E911 database after initial setup

#### Assumptions and Exceptions:

- All work to be performed during regular business hours 8 am – 5 pm.
- NWN Carousel will not perform any physical discovery or configuration to associate Physical phones to switch ports or locations manually.
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services.
- Microsoft Teams Remote Worker: Due to the implementation of Microsoft Dynamic E911 for remote workers, low confidence 911 calls that route to the National Emergency Call Relay Center will be charged \$100 per call. Refer to: <https://docs.microsoft.com/en-us/microsoftteams/emergency-calling-dispatchable-location>
- Unprovisioned 911 calls will be charged \$200 per call

### 1.3.9. ATA Configuration – 5 Device Package

Part Number	Description
UC-PRO-MTCLD-5ATA	ATA Configuration - 5 Devices Package

NWN Carousel engineering will provide the following services to enable up to five (5) ATAs:

- Install ATAs onsite at the customer site, or stage ATAs in an NWN Carousel facility and ship a pre-provisioned ATA to the customer location.
- Provide remote engineering support to enable ATA at the customer location.
- Provision ATA in the Cloud PBX tenant and all associated settings for the Analog device.
- Test Analog device with the customer or the onsite technician

#### Customer Responsibilities:

- Provide data back expeditiously in the format requested by NWN Carousel
- Assign network port, configure backend switch, and other network settings to enable ATA in the correct VLAN
- Ensure configuration is in place for ATA to communicate with the UCaaS provider
- Deploy physical ATA at the end-user location if the customer is responsible for the installation of physical devices
- Please be available for network and firewall troubleshooting when NWN Carousel resources are scheduled for ATA activities
- Ensure all the cabling required to connect ATA to the network and the Analog device is in place

#### Assumptions and Exceptions:

- All work to be performed during regular business hours 8 am – 5 pm
- Please include any dependencies, technical requirements, etc.
- Identify exceptions such as platforms where we cannot deliver these services
- Ensure the onsite technician has access to the facility

### 1.3.10. Analog Devices

Part Number	Description
UC-AAS-SIP-NW-ANALOG	Monthly subscription for Analog Connectivity to Teams Operator Connect Service.

NWN Carousel provides Analog connectivity to support customers' requirements with its Operator Connect as a Service offer. Analog connectivity supports Fax and Analog Paging Systems.

#### Features Included:

- DID per Analog Line
- 750 minutes per line

- Overages charged per minute

**NWN Carousel Deliverable:**

- Activation of 2 Analog Devices

**Customer Responsibilities:**

- Request Analog from NWN Carousel

**Assumptions & Exceptions:**

The Following are NOT included:

- ATA Hardware or Support
- Configuration of Analog ATA
- Cabling to/from Analog ATA

## 1.4. Training & Enablement Services

### 1.4.1. End User Guides & Quick Start Videos

NWN Carousel provides prebuilt End User Guides, Quick Start Videos and Admin Training services on the following Teams Applications and Devices for the voice workload:

- Teams Desktop Client
- Teams Mobile (iOS & Android)



## 1.5. Out of Scope

Any area that is not explicitly listed as “within scope” is out of scope for this engagement. Areas that are out of scope for this engagement include, but are not limited to, the following:

1. PBX programming or PSTN provisioning.
2. Configuration of QoS on client's network infrastructure
3. Network discovery, engineering, bandwidth testing, or performance validation
4. Guarantee of Voice Quality (NWN Carousel can make no guarantees about call quality – It is client's responsibility to assure that proper networking and QoS are in place to support real-time voice traffic.)
5. Outlook Web Access (OWA) Integration to Microsoft Teams.
6. Microsoft Teams software deployments, or other software, except as listed above.
7. Deployment of Microsoft Teams devices to include handsets and headsets
8. Configuration of Endpoint Manager or Conditional Access policies to support Teams endpoints
9. Guidance on, or creation of, Microsoft Teams client deployment installation packages for installation of Microsoft Teams clients.
10. Integration with 3rd party application solutions such as call recording, fax servers, etc.
11. Detailed training documentation.
12. Migration of current voicemail messages out of the current platform into Cloud Voicemail.
13. Integration of Cloud Voicemail with the current voicemail system (to enable transfer or forwarding of messages).
14. Decommissioning of old systems.
15. Delivery of user communications developed as part of this Statement of Work
16. Other deliverables, installation of hardware or software, or configuration of applications that are not specifically listed as an NWN Carousel responsibility.
17. All software acquisition and licensing fees



## 1.6. Customer Responsibilities

1. Client to provide all necessary Office 365 licensing to support Teams Phone System needs, example matrix below.

Call Flow Persona	License Needed
<b>Auto Attendant with Assigned Phone Number</b>	Microsoft Teams Phone Resource Account
<b>Call Queue with Assigned Phone Number</b>	Microsoft Teams Phone Resource Account
<b>Auto Attendant with no number assigned</b>	No license needed
<b>Call Queue with no number assigned</b>	No license needed
<b>Common Area Phone</b>	Shared Device License
<b>Common Area Phone with Voicemail</b>	Shared Device License
<b>User</b>	E1 + Phone System, E3 + Phone System, or E5 or A1 + Phone System, A3 + Phone System, or A5 or G1 + Phone System, G3 + Phone System, or G5
<b>Microsoft Teams Room</b>	Microsoft Teams Room Pro
<b>Conference Room Phone</b>	See User or Microsoft Teams Room depending on desired experience

## 2. Appendix A. Deployment and Onboarding Methodology

### 2.1. Project Management Methodology

NWN Carousel manages projects with a documented and proven methodology that aligns with our customer's specific needs. Our project delivery methodology is consistent with the Project Management Institutes PMBOK guidelines.

NWN Carousel will assign a Project Manager to manage all aspects of project delivery. The assigned Project Manager will leverage the NWN Carousel project methodology, to ensure the successful delivery of the project and will be in contact to coordinate project kickoff activities within two weeks of execution of the Service Contract.

#### 2.1.1. Assigned Project Manager

The following outlines the roles and responsibilities of the NWN Carousel Project Manager:

- Act as a single point-of-contact
- Conduct project kick-off activities and ensure thorough project communication with project stakeholders and team members
- Schedule and facilitate weekly project status meetings with all relevant parties and stakeholders
- Prepare, distribute & communicate weekly status reports, action item, opened and closed issues, critical paths and related project reports
- Develop & maintain a detailed project plan, task plan, schedule & communications plan
- Manage project scope and respond to change requests through the Project Change Request (PCR) process
- Define and manage the escalation process
- Review all project documentation and deliverables
- Oversee knowledge transfer

In addition, a designated NWN Carousel Customer Experience Manager will be assigned. Their role is to work hand-in-hand with your designated contacts as your advocate and to initiate activities that allow for a smooth transition from project activities to support activities.

#### 2.1.2. Assigned Customer Experience Manager

The following outlines the roles and responsibilities of the NWN Carousel Customer Experience Manager (CEM):

- Customer advocate for any questions and concerns that may arise during project activities
- Supports onboarding activities (establishing operating process, contacts for support)
- Assures a smooth transition from integration/provisioning phases into the support phases of the project

#### 2.1.3. Project Management Process

To deliver the highest quality project implementation, NWN Carousel brings a tightly controlled, comprehensive project management process that emphasizes detailed up-front discovery and design to help avoid costly, time-consuming missteps later in the deployment cycle. This



approach has a proven track record of success.

#### 2.1.4. Major Milestones /Deliverables

Our documented and proven methodology includes:

- Initiate Project Kick Off meetings to review the scope with the project team and develop the project management plan
- Assess Current Target Infrastructure
- Design, Validate, Test and Pilot the New Environment
- Prepare Build the Initial Unit
- Execute Production Integrations/Migrations, Cut Over, and Train Users
- Transition your New Platform to Customer Support, Knowledge Transfer

#### 2.1.5. Project Work Breakdown Structure and Timeline

The Project work breakdown structure and timeline is planned and managed in Microsoft Project and is included in the Microsoft Project Task Plan.

#### 2.1.6. Requirements Management Process

The overall requirements management process is focused on handling the requirements after they have been initially approved. This includes maintaining changes or additions to the requirements throughout the entire project and tracking the requirements throughout the lifecycle.

Name	Requirements Management Responsibilities
NWN Carousel Project Manager	Manages scope change requirements through leadership of the effort to communicate project requirements, document adjustments to project requirements and facilitates scope change management activities for all approved changes to requirements.
Project Team	Contributes to the identification of project requirements.

#### 2.1.7. Risk Management Process

The methodology utilized by NWN Carousel for risk management includes a progressive approach. As a project begins, many elements of the project are unknown. As the project progresses, more information is gained and project risks become more visible. Performing an initial Risk Assessment will be the responsibility of the Project Manager. The Project Manager will determine the most appropriate method for executing the initial risk assessment. Identified Risks are tracked reviewed throughout project execution.

Funding for risk management is contained in the overall project budget. Changes in Scope due to risk mitigation activities will require change management.



### 2.1.8. Roles and Responsibilities

Name	Risk Management Responsibilities
NWN Carousel Project Manager	Identifies project related risk, documents project risks, leads the effort to mitigate risk, and leads the effort to communicate project risk.
Project Team	Contributes to the identification of project risks. Assist in the mitigation of risks.

### 2.1.9. Rules and Procedures Communication

Communication regarding risk will follow the project communications plan.

#### Tracking

Tracking of risk elements and activities should be documented in the Risk Management Worksheet.

### 2.1.10. Risk Impact Analysis Approach

The assigned Project Manager will utilize the initial Risk Assessment to determine the appropriate next steps in analyzing the project risk. The PM will document details regarding the project risks, the probability of occurrence, the anticipated impact to the project, the likely exposure and an agreed upon mitigation plan.

### 2.1.11. Change Management Process

The NWN Carousel Project Manager will utilize the Change Management Process to manage the lifecycle of all changes. All Change Requests will be documented, assigned and tracked for progress.

### 2.1.12. Roles and Responsibilities

Name	Change Management Responsibilities
NWN Carousel Project Manager	Documents project change requests, facilitate change request review and decision making, leads the effort to communicate change request and their status, escalates if change cannot be resolved by the review team and supports re-baselining activities if necessary
Project Team	Contributes to the identification of project risks. Assist in the mitigation of risks.

### 2.1.13. Rules/Procedures

Any team member may submit a change request to the Project Manager. The requested change will be clearly documented and will explain any impact that the change will have on the project and associated deliverables. The project manager will review the request and determine if the change is appropriate. If so, it will be forwarded to the project sponsor for final decision.

#### 2.1.14. Change Impact Analysis Approach

Analysis of all requested changes will be performed to identify the impact of the change on the Project Costs, Risks, Schedule and Resources. The results of this analysis will be documented in the NWN Carousel Change Control Worksheet.

#### 2.1.15. Communications Management Process

Properly communicating on a project is a critical success factor for managing the expectations of all stakeholders. This includes reporting from the project team to the Project Manager and reporting from the Project Manager to all stakeholders. The assigned Project Manager is the project communication steward for all project related information exchanges.

The sample Communications Matrix below provides an example of a project's communications. To keep the communications relevant and timely, we also include plans for collecting and responding to feedback.

Communication Item	Description / Purpose	Frequency	Audience
Project Kick-off Meeting	Meeting to describe a high level view of project, introduce project team members & their roles, communicate project structure & initial high-level business needs & setup future meetings	One-time	Customer, NWN Carousel
Project Team Status Meetings	Review project plan, progress & status, log & prioritize Constraints / Assumptions / Issues / Risks items, Critical Path (determine if any obstacles to completing critical tasks, escalate obstacles for resolution), share completed deliverables, discuss topics	Weekly throughout Implementation	Customer, NWN Carousel
Design Review Meetings	Team review of specification or technical design, satisfy that all issues are resolved & deliverable contents are complete	As Needed	Customer, NWN Carousel
Turnover Meetings	Formal handoff among NWN Carousel departments / disciplines	As Required	Project Stakeholders
Lessons Learned Meeting	Review opportunities for improvement & reinforcement of best practices	One-time	Project Stakeholders

#### 2.1.16. Time Management Plan

The time management plan must describe the process for controlling the proposed schedule and how the achievement of tasks and milestones will be identified and reported. The plan must also detail the process to identify, resolve, and report resolution of problems such as schedule slippage. The time management plan will include:

**2.1.17. Time Management Process**

The NWN Carousel Project Manager is responsible for breaking down the implementation into measurable tasks and milestones. The work breakdown structure is applied to the project schedule and allows the Project Manager to closely monitor project timelines to avoid schedule overruns. Project Timeline health is reviewed in weekly status meetings to allow for timely identification of schedule slippage. If schedule slippage occurs, The Project Manager is responsible for planning steps for resolution with the Project Team and communicating the plan and progress.

**2.1.18. Role and Responsibilities**

Name	Time Management Responsibilities
NWN Carousel Project Manager	Responsible for Time Management during the implementation phase of the SOW.





**STATE BOARD OF ADMINISTRATION  
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**ASHLEY MOODY  
ATTORNEY GENERAL**

**CHRIS SPENCER  
EXECUTIVE DIRECTOR**

**MEMORANDUM**

**Date: June 18, 2024**

**To: Paul Groom  
Deputy Executive Director**

**From: Chris Spencer  
Executive Director**

**Subject: Delegation of Authority**

---

I will be out of the office from **8:00 a.m. on Monday, June 24, 2024, through 5:00 p.m. on June 28, 2024**. I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on June 28, 2024** the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.



**Addendum to the Scope of Work between NWN Corporation, Inc. and the  
State Board of Administration of Florida**

Notwithstanding anything to the contrary in the Scope of Work (the "Agreement") that is entered into pursuant to the Contract for SUNCOM Communications Services, Contract No. DMS-17/18-004D or any amendments to the Agreement, the following provisions apply to the State Board of Administration of Florida (SBA) as an entity of the State of Florida, are incorporated by reference into the Agreement, and are agreed to by NWN Corporation, Inc. ("NWN").

1. The SBA, as an entity of the State of Florida, is prohibited from entering into indemnification agreements unless expressly authorized by law. *See* Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement unless otherwise authorized by law. *See* Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to any sections on indemnification and limitations of liability to the extent allowable and enforceable under Florida law.

2. Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. NWN hereby agrees that the SBA is authorized to post this Agreement (including any amendments, scope of work, or addenda hereto) and a description of the content of the Agreement (including any amendments, scope of work, or addenda hereto) on the SBA's website. At the time of execution NWN may submit a redacted version of the agreement for these purposes.

3. This Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

4. In accordance with section 448.095(5), Florida Statutes, NWN shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. NWN acknowledges that the SBA is subject to and NWN agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

5. Sections 3.8, 3.9, 6.5, 6.6, 6.7, 7.7 and 20 are not applicable to the Agreement between the SBA and NWN.

4. NWN has executed the SBA's Data Security Attachment, attached to this Addendum as Appendix A. In the event of any conflict with the DMS Contract, the terms of Appendix A shall control.

## **APPENDIX A - STATE BOARD OF ADMINISTRATION DATA SECURITY ADDENDUM**

### **1.1. DATA SECURITY STANDARDS**

NWN Corporation, Inc. (NWN) shall comply with either the provisions of applicable SBA policies (SBA Policy #20-404 Remote Access; SBA Policy #20-411 Anti-Virus; and SBA Policy #10-409 Confidential/Sensitive Electronic Data Handling), as amended from time to time, or NIST SP 800 Series, ISO/IEC 27000 Series, or a comparable similar industry standard. NWN will provide immediate notice to the SBA of any known or suspected violation of any SBA policy or industry standard.

### **1.2. NONDISCLOSURE**

SBA Data shall be considered confidential and proprietary information to the extent permitted by Florida or other applicable law. NWN shall hold SBA Data in confidence and shall not disclose SBA Data to any person or entity except as authorized by the SBA or as required by law. For purposes of this Section 2, Data Security, "SBA Data" means all data accessed, created, maintained, obtained, processed, stored, or transmitted by NWN in the course of performing the Agreement and all information derived therefrom.

### **1.3. LOSS OR BREACH OF DATA**

NWN shall provide immediate notice to the SBA in the event it becomes aware of any security breach or any unauthorized transmission or loss of any SBA Data. In the event of loss or destruction of any SBA Data where such loss or destruction is due to the fault or negligence of NWN, NWN shall be responsible for recreating such lost or destroyed data in the manner and on the schedule set by the SBA, at NWN's sole expense, in addition to any other damages the SBA may be entitled to by law or this Agreement. In the event lost or damaged data is suspected, NWN will perform due diligence, report findings to the SBA, and take all reasonable measures necessary to recover the data, all at NWN's sole expense. If such data is unrecoverable, NWN will pay all costs to remediate and correct the problems caused by or resulting from each loss or destruction of data (including, without limitation, the cost to notify third parties and to provide credit monitoring services to third parties), in addition to any other damages the SBA may be entitled to by law or this Agreement. NWN acknowledges that failure to maintain security that results in a breach of data may subject this Agreement to the



administrative sanctions for failure to comply with Section 501.171, Florida Statutes, together with liability for any costs to the SBA of such breach of security caused by NWN.

**1.4. SECURITY AUDITS**

If SBA Data will reside in NWN's system, the SBA may conduct, or may request NWN to conduct at NWN's expense, an annual network penetration test or security audit of NWN's system(s) on which SBA Data resides. If the term of the Agreement is less than a year long, the penetration test or security audit of NWN's system(s) on which SBA Data resides, may be exercised at any time during the term of the Agreement.

**1.5. DATA PROTECTION**

No SBA Data will be transmitted or shipped to entities outside of the United States of America, nor will it be stored or processed in systems located outside of the United States of America, regardless of the method or level of encryption employed. Access to SBA Data shall only be available to authorized NWN Representatives that have a legitimate business need. For purposes of this Addendum, "NWN Representatives" means NWN's officers, directors, employees, agents, contractors, subcontractors and consultants (including affiliates thereof). Requests for access to the SBA's information technology resources shall be submitted to the SBA's Support and Office Services ("Help Desk") staff. With the SBA's approval, NWN Representatives may be granted access to SBA information technology resources as necessary for fulfillment of related responsibilities. Prior to the provision of access to SBA information technology resources, NWN agrees to provide the NWN Representative a written copy of the SBA's Systems Use Terms as defined in Section 3 (which may be amended by the SBA from time to time in the SBA's sole discretion upon providing notice to NWN) (the "Systems Use Terms"). At such time as the SBA provides access to SBA technology resources, NWN and any NWN Representative who has access to SBA technology resources will be deemed to have agreed to the Systems Use Terms (as defined above). Further, NWN agrees to be responsible in the event any NWN Representatives breach any of the terms set forth in Section 3. Remote connections are subject to detailed monitoring as deemed appropriate by the SBA.

**1.6. ENCRYPTION**

NWN shall encrypt all SBA Data, in transmission and at rest, using an SBA approved encryption technology.

**1.7. BACK-UPS**

NWN shall maintain and secure adequate back-ups of all documentation and programs utilized to process or access SBA Data.

**1.8. DATA SECURITY PROCEDURES**

NWN has established appropriate administrative, technical, and physical safeguards to protect the confidentiality of, and to prevent the unauthorized use or access to, SBA Data. NWN shall develop data security procedures to ensure only authorized access to data and databases by NWN Representatives for purposes of performing the

Agreement and to ensure no unauthorized access to data or databases by individuals or entities other than those authorized by the Agreement or the SBA. NWN shall ensure that access to data and databases by NWN Representatives will be provided on a need to know basis and will adhere to the principle of least privilege. (The principle of least privileged means giving a user account only those privileges which are essential to perform its intended function.)

**1.9. OWNERSHIP OF DATA**

NWN shall provide to the SBA, upon its request, SBA Data in the form and format reasonably requested by the SBA. NWN will not sell, assign, lease, or otherwise transfer any SBA Data to third parties, or commercially exploit SBA Data, except as authorized by the SBA. NWN will not possess or assert any lien or other right against or to any SBA Data in any circumstances. SBA Data is and shall remain the exclusive property of the SBA. SBA Data created by NWN, obtained by NWN from a source other than the SBA, or derived from SBA Data will become property of the SBA immediately upon the creation, receipt or derivation of such data, as applicable.

**1.10. BACKGROUND CHECKS**

NWN shall confirm that their representatives (which includes NWN's officers, directors, employees, agents, contractors, subcontractors and consultants, including affiliates thereof) assisting in the performance of the Agreement have passed appropriate, industry standard, background screening (include criminal background checks) and possess the qualifications and training to comply with the terms of the Agreement, before being provided access to SBA Data. Upon the SBA's request, NWN shall provide to the SBA an attestation that the foregoing background checks have been completed.

**1.11. COMPLIANCE**

NWN represents and warrants that it is in compliance with, and agrees and covenants that it will at all times during the term of the Contract continue to be compliant with, all applicable laws, regulations and industry standards (including, without limitation, all applicable laws, regulations and industry standards relating to cybersecurity or data collection, storage, security or privacy).

**1.12. RETURN/DESTRUCTION OF SBA DATA**

NWN shall not at any time destroy any SBA Data without the prior written consent of the SBA. If requested by the SBA, within 30 days of the completion, termination or expiration of the Agreement, NWN will transfer SBA data to the SBA (if so directed by the Agreement), or, unless otherwise required by any applicable law (including, for the avoidance of doubt, Florida's record retention laws), destroy all SBA data possessed by NWN. NWN shall provide the SBA documentation affirming the completion of any SBA requested data transfer (including confirmation of receipt by the SBA) and the destruction of any SBA Data possessed by NWN. Notwithstanding the foregoing, NWN may, in accordance with applicable legal, disaster recovery and professional requirements, store copies of SBA Data in an archival format which may not be immediately returned or destroyed but which would remain subject to the confidentiality obligations set forth in the Agreement.



**1.13. BUSINESS CONTINUITY PLAN/DISASTER RECOVERY**

NWN has implemented and will maintain business continuity and disaster recovery plans designed to minimize interruptions of services and ensure recovery of systems and applications used to provide the services under this Agreement. Such plans cover the facilities, systems, data, applications and employees that are critical to the provision of the services, and will be tested at least annually to validate that the recovery strategies, requirements and protocols are viable and sustainable. NWN shall provide an executive summary of such plans setting forth prioritized threats, time criticality of business functions, resources needed to successfully recover, employee training and communication, and potential costs of recovery, as well as, including an assessment of the plans' most recent test results, to the SBA upon request. In the event of a business disruption that materially impacts (or is reasonably expected to materially impact) [Vendor Name]'s provision of services under this Agreement, [Vendor Name] will promptly notify the SBA of the disruption and the steps being taken in response.

**NWN Corporation, Inc.**

**State Board of Administration of Florida**





**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

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**ASHLEY MOODY  
ATTORNEY GENERAL**

**CHRIS SPENCER  
EXECUTIVE DIRECTOR**

**MEMORANDUM**

**Date: June 18, 2024**

**To: Paul Groom  
Deputy Executive Director**

**From: Chris Spencer  
Executive Director**

**Subject: Delegation of Authority**

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Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on June 28, 2024** the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.

