



## Master Service Agreement Zoom Phone

**Prepared for:**

Tehama County

David Bliss, Information Systems Manager

**Prepared by:**

Kevin McCloud

Vertical Communications, Inc.

## The Vertical Difference



The Vertical Difference is a result of Vertical's commitment as your **long-term partner**. The Vertical Difference is built on three key pillars:

### Exceptional Solution Design

Vertical's team of expert **solution engineers** serves as your technical consultant who will understand your business needs and tailor a solution to solve your problems and accelerate your business. Your Vertical SE works hand in hand with your **account executive** to guide you through the entire process and make sure the solution you were sold is what is delivered.

### Worry-Free Planning, Preparation, and Install

Implementing new solutions is stressful. A new Vertical solution will bring many benefits, but it's also a big change. Vertical ensures that you don't have to worry with our professional implementation team. Leave the planning to our experience **project manager** who will work with you every step of the way. The PM works with your **technical implementation team** who ensures that the solution design is implemented with little effort from you. Whatever issues arise, you don't need to worry, because Vertical will solve them!

### World-Class Ongoing Support

Once your solution is in place, you will begin working with Vertical's **award-winning support team**. If you have any concerns, then just give us a call, e-mail, or open a ticket on our support portal. The Vertical team has a combined 974 years of experience solving problems quickly so you can focus on your business.

## The Vertical Process



Your solution will be handled using Vertical’s proven process which helps thousands of customers each year achieve a Worry-Free implementation.

1

### Project Kick Off

The Vertical team, including a dedicated project manager (PM) & sales engineer, use Vertical’s proven “Steps to Success” workbook with years of lessons learned

2

### Network Assessment

The Vertical team evaluates your network infrastructure to ensure it’s ready for the new solution

3

### Preparation Phase

The Vertical team plans the solution details with you, orders needed components, and builds the tailored solution to exactly meet your business needs

4

### Ongoing Status Updates

Your PM provides regular check-in e-mails, phone calls, and meetings to make sure you know what’s happening

5

### Installation Phase

The Vertical team delivers the solution, provide training, and ensure the transition goes smoothly

6

### Implementation Assurance Phase

The Vertical team follows up on any items that needs to be resolved and gets your sign-off that the solution meets your needs

7

### Support Hand-Off

You are introduced to ongoing Vertical support resources who will be available to support you for years to come

## Statement of Work Overview

Outlined in the following pages, hereafter referred to as the Statement of Work (SOW), is a clear description of the services that Vertical will provide to Tehama County according to the implementation guidelines set forth in this SOW.

Within this SOW, clear guidelines are also defined as to what Tehama County's roles and responsibilities are to ensure a successful implementation. Vertical will work closely with Tehama County to resolve any implementation issues and to accommodate any changes that need to be made to this SOW.

## General Implementation Guidelines

To ensure a successful implementation per the Schedule of Equipment and Services attached below, Vertical has defined the following general guidelines.

### ***Roles, Responsibilities and Requirements***

Over the years, Vertical has a proven history of implementing communications solutions of all sizes and levels of complexity and has carefully honed its services offerings to ensure our deployments are painless and straight forward. A successful implementation depends on how intimately everyone understands the business' goals, processes and environment. This is especially crucial when executed across multiple sites and networks.

Vertical recognizes that all our customers have their own unique set of practices and technology. The Vertical implementation team will seek to uncover these intricacies and align our solution with them so you can realize the full potential of your investment. Our approach to service delivery works because everyone is functioning as one team.

To strengthen this, we strive to ensure that the same Vertical-caliber of standards, quality and processes are upheld by all team members. Upon project commencement, a Vertical Project Manager will present you with Roles, Responsibility and Requirement agreements to ensure we install your solution properly and efficiently.

### ***Project Schedule***

Once Tehama County has signed this SOW, Vertical will proceed with scheduling Vertical resources to begin the single-phase implementation (unless otherwise specified as multi-phase). Prior to the start of the implementation, Vertical will meet with representatives from Tehama County to develop an Implementation Plan with key milestones for the implementation.

### ***Product Configuration***

Vertical will provide Certified Engineers to perform all work under this SOW to comply with manufacturers recommended implementation procedures and will, prior to cut-over, perform standard test procedures to ensure equipment operates according to manufacturers published specifications.

### ***Completion of Services***

Cut-over will occur once Vertical has completed the implementation per the Implementation Plan.

Vertical is not responsible for the removal, disposal and cleanup of all existing cable, telephony and associated equipment. Tehama County Corp can request that Vertical provide this service prior to cut-over at an additional cost to Tehama County.

Schedule of Equipment and Services Options

<b>Tehama County - Zoom Phone Pricing</b>			
<b>Monthly (or Annual) Recurring Costs - Zoom Phone with Desk Phone Included</b>			
		<u>Annual</u>	<u>Monthly</u>
Zoom Phone Unlimited US/CA User w/DID (with Poly E350 Phone)		\$237.60	\$19.80
Zoom Phone Metered US/CA User w/DID (with Poly E350 Phone)		\$202.80	\$16.90
Zoom Phone Common Area/Fax (for Physical Fax Machine with ATA)		\$60.00	\$5.00
Zoom Phone US/CA Telephone Number/DID		\$22.80	\$1.90
NOTE: Unlimited license includes DID & unlimited calling. Metered license includes DID and unlimited inbound & internal calling. Outbound calls are metered at \$.0318 per minute. The difference in cost between the Unlimited license and Metered license equates to approximately 100 outbound minutes per month per user.			
<b>Desk Phones/Hardware</b>			<u>One-Time</u>
Poly E350 IP Phone PoE			Included
Poly E450 IP Phone PoE (upgrade from included E350)			\$90.00
Grandstream HT802 2-Port ATA			\$67.00
<b>Monthly (or Annual) Recurring Costs - Zoom Phone, Desk Phone Purchased</b>			
		<u>Annual</u>	<u>Monthly</u>
Zoom Phone Unlimited US/CA User w/DID		\$195.60	\$16.30
Zoom Phone Metered US/CA User w/DID		\$160.80	\$13.40
Zoom Phone Common Area/Fax (for Physical Fax Machine with ATA)		\$60.00	\$5.00
Zoom Phone US/CA Telephone Number/DID		\$22.80	\$1.90
NOTE: Unlimited license includes DID & unlimited calling. Metered license includes DID and unlimited inbound & internal calling. Outbound calls are metered at \$.0318 per minute. The difference in cost between the Unlimited license and Metered license equates to approximately 100 outbound minutes per month per user.			
<b>Desk Phones/Hardware</b>			<u>One-Time</u>
Poly E350 IP Phone PoE			\$165.00
Poly E450 IP Phone PoE			\$255.00
Grandstream HT802 2-Port ATA			\$67.00
<b>Pro Services Installation (One-Time Cost Each)</b>			
			<u>One-Time</u>
Vertical/Zoom Remote Installation* per user			\$35.00
Vertical/Zoom Remote Training per user			\$7.00
*Install & Training: Includes Project Management, Design, Programming, Testing, Porting, more			
NOTE: 36-Month Term. Pricing quoted does not include applicable taxes and fees.			



# Zoom Phone

A Modern Cloud Phone System



**Quote Date:** 4/22/2026  
**Prepared For:** David Bliss  
**Company Name:** Tehama County

**Phone:** 530-527-4655  
**E-mail:** dbliss@tehama.gov  
**Quote ID:** ZP-CA-042126

***Requested Ship: Immediate***

**Vertical Sales Rep:**

Kevin R McCloud  
 602-638-5602  
 kmcccloud@vertical.com

**Vertical Solution Engineer:**

Jason Stucker  
 623-201-4758  
 jstucker@vertical.com

By signing below, Tehama County agrees to a 36 month term and to the Zoom Terms of Service (<https://www.zoom.com/en/trust/terms/>) and agrees that your sales agent will be acting on your behalf on all aspects of moving your services to Vertical Communications and account maintenance. Further, Tehama County certifies they have read the Customer Critical Notification Concerning Emergency Services (E911) at the bottom of this document.

TERM/ADD NOTE: All licenses purchased under this agreement will be co-termed to the expiration date of the initial 36-month term. Licenses added after the initial purchase will be prorated to align with the agreement end date, ensuring a single, unified renewal date.

**Signature**

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**Name**

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**Title**

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**Date**

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**Company Name** Tehama County

**Customer Address** 727 Oak St

**City, State, Zip code** Red Bluff, CA 96080



**CRITICAL CUSTOMER NOTIFICATION (“CCN”)**

**As a user of VoIP Based Services, you may, on occasion, have reason to dial Emergency Services or ‘911’. Please be advised.**

EMERGENCY SERVICES OR ‘911’ MAY NOT BE ACCESSIBLE FROM YOUR VOIP SERVICE UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO:

- A POWER FAILURE OR SOME OTHER TYPE OF FAILURE OF THE VOIP DEVICE OR ASSOCIATED EQUIPMENT.
- A FAILURE OR CONGESTION OF THE DATA CONNECTION (SUCH AS DSL CONNECTIONS) OR ASSOCIATED EQUIPMENT PROVIDED BY YOUR DATA SERVICE PROVIDER.
- A FAILURE OR CONGESTION OF THE VOIP NETWORK PROVIDING YOUR VOIP SERVICE, THE PUBLIC SWITCHED TELEPHONE NETWORK (PSTN), THE 911 SERVICE PROVIDER’S NETWORK OR THE EMERGENCY SERVICES NETWORK.
- THE USE OF THE SERVICE OUTSIDE THE CONTINENTAL USA
- SHOULD YOU HAVE MOVED THE VOIP DEVICE, DELAYED IN PROVIDING OR FAILED TO PROVIDE ACCURATE LOCATION INFORMATION TO YOUR SERVICE PROVIDER, OR THE INFORMATION YOU HAVE PROVIDED HAS NOT BEEN UPDATED BY YOUR SERVICE PROVIDER, OR IS INACCURATE.
- THE SERVICE HAS BEEN DISCONNECTED OR SUSPENDED FOR NON-PAYMENT OR FOR ANY OTHER REASON.

FURTHER, IN SOME INSTANCES YOUR 911 SERVICE MAY BE LIMITED TO TRADITIONAL 911 SERVICE RATHER THAN ENHANCED 911 (OR ‘E-911’). WITH E-911 YOUR ADDRESS AND CALLBACK INFORMATION IS AUTOMATICALLY PROVIDED TO THE EMERGENCY SERVICES SYSTEMS. IF E-911 SERVICE IS NOT AVAILABLE IN YOUR AREA OR AT THE TIME OF YOUR 911 CALL, THEN, THE SYSTEM MAY DEFAULT TO TRADITIONAL 911 SERVICE AND YOU MAY BE REQUIRED TO VERBALLY INFORM THE 911 CALL TAKER OR EMERGENCY RESPONDER OF YOUR ADDRESS AND PHONE NUMBER.

CALLBACK FROM THE EMERGENCY SERVICES MAY ALSO FAIL UNDER CERTAIN CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO:

- THE USE OF CALL FORWARDING, CALL REDIRECTION OR BLOCKING SERVICES
- SHOULD THE EMERGENCY CALLBACK NUMBER BE CONFIGURED TO RING A PHONE AT A DIFFERENT LOCATION THAN YOUR VOIP DEVICE.

WE HAVE PROVIDED YOU WITH A WARNING LABEL (BELOW). PLEASE PROMINENTLY DISPLAY THIS LABEL ON YOUR VOIP DEVICE, ANY PHONE THAT MAY BE CONENCTED (EITHER DIRECTY OR INDRIECTLY) TO THE VOIP DEVICE, AND AT OTHER PROMINENT LOCATIONS AT ALL CORPORATE LOCATIONS UTILIZING THIS VOIP SERVICE. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE THAT YOU ACCEPT FULL RESPONSIBILITY FOR THE DISTRIBUTION OF COPIES OF THE WARNING LABELS TO THE APPROPRIATE DEVICES.

FURTHER, AT ALL CORPORATE LOCATIONS UTILIZING THIS VOIP SERVICE, YOU ARE HEREBY ADVISED TO TAKE ALL MEANS POSSIBLE TO ENSURE THAT EMPLOYEES, GUESTS, AND ANY OTHER PERSONNEL THAT MAY UTILIZE THE VOIP DEVICE/SERVICES ARE AWARE OF THE LIMITATIONS OF THE EMERGENCY SERVICES IN ACCORDANCE WITH THIS CUSTOMER NOTIFICATION, AND ARE MADE AWARE OF THE ALTERNATIVE METHODS OF ACCESSING 911 SERVICES IN THE EVENT OF A FAILURE OF THE VOIP SERVICE.

Please print this 911 Warning label for use on any publicly accessible phones –

**WARNING: 911 service may be limited on your VoIP Service.**  
Voice Service, including 911, will function differently or not at all:

- During an electrical power or broadband provider outage or other failure of the VoIP device or data network connection, including congestion of the data network.
- If you have moved the VoIP device, or if you are using the service outside of the continental USA.

**911 AND EMERGENCY SERVICES NOTICE**

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES AND INDICATES THAT IT HAS REVIEWED THE NOTICE RELATED TO 911 AND EMERGENCY SERVICES

**Vertical Communications, Inc.**

**Tehama County**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Investment

We propose hereby to furnish labor - complete in accordance with above specifications – based on the investment option selected.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner must carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman’s Compensation Insurance.

We will have a security interest in all of the Products and related items (which shall remain personal property and not become fixtures) sold and installed to secure the payments by Customer to us of the Purchase Price and any extra charges due us.

**Acceptance of Proposal.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Vertical Communications, Inc.**

**Tehama County**

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Authorized Representative

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Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## Key Requirements – Tehama County

Vertical has defined below key requirements for Tehama County to ensure successful implementation per the Schedule of Equipment and Services. They are as follows:

### **Implementation Contact**

Tehama County will assign an implementation contact within Tehama County for Vertical to contact during the entire implementation phase. Along with the implementation contact, Tehama County will also provide Vertical with access any Information Technology (IT) professionals within Tehama County who are able to make decisions regarding key LAN/WAN/Telephony issues.

### **Building Requirements**

In order to ensure the building is suitable for the implementation set forth in this SOW, Vertical requires the following building conditions to be met by Tehama County. If these conditions are not met, Vertical is not responsible for any delays in the implementation schedule and is also not responsible for any additional costs incurred to ensure the building is suitable for installation.

### **Cable Installation Requirements**

Tehama County will ensure all cabling infrastructure is suitable for the installation of the solution proposed in this SOW. Tehama County is responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the cable installation.

### **Power and Environmental Specifications**

Vertical will provide Tehama County with the necessary power and environmental specifications published by the equipment manufacturer. It is assumed by Vertical that Tehama County has adhered to these specifications as well as any local electrical code requirements. Tehama County will provide power to purchased equipment through an adequate number of circuits provisioned according to the equipment manufacturer's specifications. If Tehama County has not met the above, Tehama County will assume responsibility for the cost to supply and install any infrastructure required to accommodate the published specifications.

### **Receipt Of Equipment**

Vertical will coordinate equipment delivery with Tehama County based on a mutually agreed delivery schedule for all equipment, noting that equipment may be scheduled to arrive on various dates. Once the equipment has arrived at Tehama County site, Vertical and Tehama County will do an inspection and inventory of all delivered equipment. Any issues will be documented by Vertical. To confirm receipt of all equipment, Vertical will provide at time of delivery a Notice of Equipment Delivery (NED) form which will be signed by the designated contacts for Tehama County and Vertical provided there are no issues with the delivery.

Any special access requirements needed to accommodate the delivery are to be made by Tehama County. Any costs incurred for required building alterations relating to the equipment installation outlined in this SOW are the responsibility of Tehama County.

Once the equipment arrives on Tehama County site, Tehama County is responsible for all the equipment and for providing secure storage for the equipment.

### **Training**

Training of users will be provided by Vertical as outlined in the Implementation Plan. Vertical and Tehama County will agree on scheduling of these training courses. Tehama County is responsible for communicating the scheduled

times to their employees. Vertical will record attendance for each training class and provide that information to Tehama County upon completion of training.

### ***Tehama County Supplied Equipment***

All Tehama County provided equipment must meet the hardware and software specifications required for all application software purchased. Vertical will provide Tehama County with these specifications prior to installation. If Tehama County intends to utilize any existing OEM equipment with the proposed equipment outlined in this SOW, Tehama County will provide to Vertical any required information regarding the integration between existing and proposed equipment. Vertical is not responsible for any coordination needed with existing equipment vendors.

### Acceptance of SOW

By Tehama County signing the below, Tehama County confirms their acceptance of the Terms and Conditions set forth in this Statement of Work and gives Vertical the ability to proceed with the work described in this SOW. In addition, by signing this SOW Tehama County acknowledges that they will undertake site preparations and meet network specifications as detailed in the Key Requirements section of this SOW.

**Vertical Communications, Inc.**

**Tehama County**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

### Statement of Work Modifications

Tehama County shall communicate to Vertical any changes or modifications requested to this Statement of Work. If Vertical accepts and agrees to the changes, Vertical will modify this SOW or issue a Change Order form with the accepted changes. Vertical will also make modifications to the Schedule of Equipment and Services including pricing to reflect the changes requested for this SOW as well as the Project plan to reflect any changes in the dates and milestones. Vertical will work closely with Tehama County to review the changes to ensure minimal impact to projected milestones and cut-over date.

Vertical is not responsible for any delays in the implementation due to changes made by Tehama County to this Statement of Work.

## Next Steps

Upon acceptance of this SOW, Vertical will initiate the following next steps:

- Contact Tehama County to schedule implementation dates and introduce Vertical's Project Manager (if applicable).
- Assign trained and certified technical resources following confirmation of scheduled implementation dates. These resources will ensure successful implementation of the product(s) and solutions as detailed in this SOW.
- Schedule an initial Kick-off Meeting with Tehama County. During this meeting, Vertical will introduce the implementation team, work with Tehama County to develop a detailed implementation schedule, set project milestones and discuss all aspects of this implementation. The Kick-off will provide an opportunity for Vertical and Tehama County to address any outstanding questions or areas of concern.
- Begin implementation according to this statement of work and the agreed implementation schedule.

## The Vertical Commitment



On behalf of all the people at Vertical Communications, I would like to thank you for choosing us to be your partner. We are committed to delivering a world-class solution and implementation that will benefit Tehama County every day. We've been doing this for decades and our team has served over 10,000 customers. We know that experience will be apparent in every step of this process.

More than building solutions, here at Vertical, we pride ourselves on building long-lasting relationships with our customers. We are committed to earning your trust one day at a time, first by delivering the solution outlined in this proposal and then by delivering great service every day afterward. Please rely on us whenever you have an issue with your voice, video, chat, contact center, data, network, or other communications solutions.

Here's my personal commitment to you. If you ever feel that we aren't delivering the best possible experience, please reach out to me directly and we will make sure it is fixed. We have a clear escalation process for issues that you can find at <http://info.vertical.com/serviceescalation>, but my cell number is listed below. If you feel we aren't giving you world-class service, call me. We want to make sure we are delivering the best possible customer experience.

Thanks for choosing Vertical and we look forward to years being your go-to communications partner.



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