

**SERIAL 02150 RFP VOICE RESPONSE SYSTEMS, INTERACTIVE VOICE RESPONSE
(IVR) SYSTEM**

DATE OF LAST REVISION: September 07, 2007 CONTRACT END DATE: September 30, 2010

SEPTEMBER 30, 2007 2010
~~SEPTEMBER 30, 2005 2006~~
CONTRACT PERIOD THROUGH SEPTEMBER 30, 2004

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **VOICE RESPONSE SYSTEMS, INTERACTIVE VOICE RESPONSE
(IVR) SYSTEM**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 04, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Peter Martin, Animal Control Services
Materials Management



CONTRACT PURSUANT TO RFP

SERIAL 02150-RFP

This Contract is entered into this 1st day of October, 2003 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Sonant, a California corporation ("Contractor") for the purchase of an Interactive Voice Response System and maintenance services for the purchased system.

1.0 TERM

- 1.1 This Contract is for a term of one (1) year, beginning on the 1st day of October, 2003 and ending the 30th day of September, ~~2004 2005 2006 2007~~ **2010**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of eight (8) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the Best and Final Offer.
- 2.2 Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: purchase order number, item numbers, description of supplies and/or services, sizes quantities, unit prices, and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.0 LODGING, TRAVEL, MEALS AND INCIDENTAL EXPENSES

- 3.1 For the initial term of this contract and including any contract extension periods, Contractor agrees to be bound by the United States General Services Administration (GSA) per diem rates for **ARIZONA**.

4.0 DUTIES

- 4.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."
- 4.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or in the purchase order requesting such services.
- 4.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS & CONDITIONS

5.1 INDEMNIFICATION AND INSURANCE:

5.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

5.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence

with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this Contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

4.3 REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

County reserves the right to cancel purchase orders within a reasonable period of time after issuance. Should a purchase order be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor pursuant to the purchase order. The County will not reimburse the Contractor for any costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order.

Contractor agrees to accept verbal cancellation of purchase orders.

4.4 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.16 CHOICE OF LAW/VENUE

Any controversy or claim arising out of or relating to this scope of work/agreement shall be governed by the laws of the State of Arizona. Any breach thereof shall be settled in Superior Court or the U.S. District Court sitting in Maricopa County.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

[Signature]
AUTHORIZED SIGNATURE

JIM STAFFORD, EVP
PRINTED NAME AND TITLE

4105 SORRENTO BLVD., S.D. CA 92121
ADDRESS

August 27, 2003
DATE

MARICOPA COUNTY

BY: [Signature]
DIRECTOR, MATERIALS MANAGEMENT

9/9/03
DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

[Signature]
MARICOPA COUNTY ATTORNEY

9/22/03
DATE

Exhibit A -- Best and Final

Maricopa County # 02150-RFP.

Qty	Part #	Description	Unit Cost	Total
		System Hardware		
1	CC4052-PL01	ClientCall 4052 Rack Mount Server Platform , for IVR and EPS Data Service, including 4u Chassis and RAID1 2-disk hard drive array	\$8,600	\$8,600
1	CC4000-24DP	24 Port Digital T-1 Telephone Interface	\$6,650	\$6,650
		System Hardware Subtotal		\$15,250
		System Software		
1	CC4000-AGE	ClientCall AGE Software License , includes Application Generation Environment for IVR, audiotext, auto-attendant, and basic ACD, per IVR platform.	\$8,000	\$8,000
8	CC4000-IVR	IVR Port License , includes ClientCall Trunk-side Port License for DTMF in English and Spanish, per port	\$500	\$4,000
1	CC4000-ACDSL	InfoLock System Software License for up to 6 seats, including inbound calling, report generator, and CTI screen pops of InfoLock Window to agents' PCs	\$7,500	\$7,500
2	CC4000-ACDSL1	ACD Additional Seat Software license , per seat	\$650	\$1,300
1	CC4000-TTSB	Text-To-Speech Base Option Software License , per platform	\$1,800	\$1,800
		System Software Subtotal		\$22,600
		Application Software		
1	CC4000-CTASL	ClientCall Permit Application Software License , per 24-port system	\$8,000	\$8,000
1	CC4000-ASD	Application Software Development for AC&C IVR , including: specification, programming, documentation, customization, and test	\$18,600	\$18,600
		Application Software Subtotal		\$26,600
		Support Services		
1	CC4000-SCD	System Configuration and Delivery including: system specification and configuration, project management, documentation, professional voice recordings, and factory integration and test	\$7,650	\$7,650
1	CC4INSTALL-US	Onsite installation and test, (not including T&L)	\$4,000	\$4,000
1	CC4APPTR	Administrator, Supervisor and Agent training	\$2,000	\$2,000
		Support Services Subtotal		\$13,650
		One Year Warranty		Included
		Turnkey System Total		<u>\$78,100*</u>

* See discount options on following page.

Delivery: 16 weeks ARO

Price Validity: 120 days

Discount Option I:

Conditions

Receipt of Purchase Order: no later than October 15, 2003

Payment Terms: 50% paid with order, 20% (net 30) on delivery of Project Plan documentation, 20% (net 30) on delivery of system, 10% (net 30) on acceptance.

Discount Price

12% discount (\$78,100 - \$9,372) = \$68,728

Discount Option II:

Conditions

Receipt of Purchase Order: no later than October 31, 2003

Payment Terms: 50% paid with order, 20% (net 30) on delivery of Project Plan documentation, 20% (net 30) on delivery of system, 10% (net 30) on acceptance.

Discount Price

9% discount (\$78,100 - \$7,029) = \$71,071

Optional Add-on Products/Services

Qty	Part #	Description	Unit Cost	Total
		System Hardware		
1	CC4055-PL01	ClientCall 4055 Rack Mount Server Platform, for IVR and EPS, including 8u Chassis and RAID5 5-disk hard drive array	\$14,600	\$14,600
1	CC4000-24DP	24 Port Digital T-1 Telephone Interface	\$6,650	\$6,650
1	CC4000-48DP	48 Port Digital T-1 Telephone Interface	\$10,200	\$10,200
1	CC4000-IVR	IVR Port License, includes ClientCall Trunk-side Port License for DTMF in English and Spanish, per port	\$500	\$500
1	CC4000-ASR	IVR Port License, includes ClientCall Trunk-side Port License for Speech Recognition in English and Spanish, with broad Yes/No, digits, plus numbers, date, time, currency, and full vocabulary for all County applications, per port	\$500	\$500
1	CC4000-EPS	Electronic Payment Server Software License, includes first portal (telephone or web)	\$8,000	\$8,000
1	CC4000-FXPSL1	Fax Processing 6 Port Kit, Software License and 1 port, per platform	\$7,780	\$7,780
1	CC4000-FXP1SL	Fax Additional Port Software License	\$710	\$710
1	CC4000-UPS2	Uninterruptible Power Supply (UPS), 1500 Volt Amps	\$1,950	\$1,950
		System Software		
1	CC4000-ACDSL1	ACD Additional Seat Software license, per seat	\$650	\$650
1	CC4000-MCC	Monitoring, Coaching and Conferencing Software license and hardware for 32 parties	\$6,500	\$6,500

LABOR RATES	HOURLY RATE
Consulting Services:	
Systems Integration	\$ 125
Installation Support	\$ 125
Conversion Programming	\$ 125
Project Management	\$ 125
Testing	\$ 125
Data Base Build or Load	\$ 125
OTHER(s): (List below) Training	\$ 125

See attached itemized price sheet for options, deliver, etc.

Maintenance Plan

First year maintenance is included in the purchase price of the system as Warranty. Second and subsequent three year's maintenance is \$7,089* per year.

Maintenance Discounts

*A discount of 3% is available for prepaying the second year maintenance at time of commencement of Warranty. A discount of 5%, 8%, or 10% is available for prepaying the second and third year, or the second thru fourth, or second thru fifth year respectively at time of commencement of Warranty.

EXHIBIT B: SCOPE OF WORK FOR VOICE RESPONSE SYSTEMS, INTERACTIVE VOICE RESPONSE (IVR) SYSTEM (BS02150-RFP)

1.0 **INTENT:**

TO PROVIDE ALL SOFTWARE, SYSTEM SUPPORT AND HARDWARE FOR A FULLY FUNCTIONAL OPERATING IVR SYSTEM FOR THE ANIMAL CONTROL AND CARE DEPARTMENT TO BE CONNECTED TO THE MARICOPA COUNTY PHONE SYSTEM (MSL-100)

2.0 **SCOPE OF WORK:**

2.1 Proposer to provide a system that will at minimum have the following features:

2.1.1 On demand information and pet license information/payment system

2.1.2 Connection to Official Payments electronic payment system.

2.1.3 Software license/support

2.1.4 All necessary operating, audiotex, voice prompts, communication, data base management and interface software for voice and data.

2.1.5 Application(s) software.

2.1.6 Maintenance software. Shall be done via Remote Access Dial UP or VPN ONLY (not through active voice port) Contractor to provide employment information for all individuals requiring remote access for "Smart Card" requirements.

2.1.7 Eight (8) port system (Expandable).

2.1.8 Installation including all normal wiring and cabling to a standard punch down block, and RJ 11 or RJ 14 type wall mounted connector. (With County Telecom Assistance)

2.2 **SYSTEM SPECIFICATIONS, TECHNICAL:**

2.2.1 IVR system must have capability to provide callers with specific options related to licensing of pets, animal adoptions and Animal Care & Control (AC&C) public programs. System must also provide general information about events, programs, and doing business with AC&C. System must include flexible message recording that allows AC&C administrator to update messages at will on upcoming events or programs.

2.2.2 IVR system must have outbound calling capability that can be made when specified by the AC&C administrator. System must also have an option to allow fees to be paid over the phone using credit cards or electronic checks. For example, if the system determines that payment is overdue, a call can be initiated to remind an individual to pay and also provide that individual with the option to pay by phone. These fees are deposited directly into an account specified by AC&C.

2.2.3 IVR system must provide standard reports specifying detailed information on calls. Vendor will also build custom reports and provide email notification on status of individual accounts if necessary. Users must have the ability to access standard reports from a remote PC. IVR system must also interface with 3rd party "System Monitoring" software. (Symon 2000)

2.2.4 Installation of the IVR shall include all necessary hardware, operating software, application software, interface software and cards, voice prompts (as directed by AC&C), system speech, cables and connectors.

- 2.2.5 IVR platform (hardware) (Server to reside in Telecom Switch area) must consist of a complete, turnkey installation including one rack mount, passive backplane, Pentium CPU, 256 Meg RAM, Equipment supplied must fit in 19" rack, voice ports, all controllers, cables, and connectors, RAID Level 1, 2 hard drives and power supply, Win 2000 OS. Remote Software (PC Anywhere)
- 2.2.6 Vendor shall provide interface programming and hardware to the data server. The IVR must poll the system for individual records, accept those records and speak the information to the caller. Where applicable, the IVR will offer an electronic payment option. At the termination of the call, the IVR must log the transaction as described by AC&C.
- 2.2.7 IVR software shall perform all functions necessary to:
 - 2.2.7.1 Prompt callers to identify a language.
 - 2.2.7.2 Respond in the language of choice.
 - 2.2.7.3 Prompt the caller to select various touch-tones to guide the caller to an area of interest.
 - 2.2.7.4 Identify the caller by a personal ID number, license number, permit number or other identifier.
 - 2.2.7.5 Speak the information obtained from the database (amount due, date due and other relative information).
 - 2.2.7.6 Prompt the caller for payment (optional).
 - 2.2.7.7 Process payment through the Internet (optional).
 - 2.2.7.8 Retrieve the appropriate information messages, voice prompt or system speech as required by the position of the caller in the application.
 - 2.2.7.9 Custom reporting utility.
 - 2.2.7.10 Where appropriate, transfer a caller to a live operator.
 - 2.2.7.11 Flexible message recording – records informational messages, schedules activation/deletion in the future.
 - 2.2.7.12 Emergency override message utility.
 - 2.2.7.13 Vendor shall provide high quality voice recordings for the IVR system as follows:
 - 2.2.7.13.1 Information messages shall be reviewed and approved by AC&C. These messages shall include but not be limited to procedures, requirements, and directions.
 - 2.2.7.13.2 Voice prompts. Messages that guide or instruct a caller in the actions to be taken to achieve a particular result.
 - 2.2.7.13.3 System speech. Dates, time numbers and so on.

2.3 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A Performance Bond or irrevocable letter of credit equal to 100% of the contract value conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract. 100% of the contract value shall be \$68,728 if the order is received by the Contractor no later than October 15, 2003 or \$71,071 if the order is received by Contractor no later than October 31, 2003.
- (B) A Payment Bond equal to \$78,100 solely for the protection of claimants supplying labor and materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract. A signed notarized letter supplied by the vendor which faithfully represents that no Subcontractors will work on this project will satisfy the County's requirement for a payment bond.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.



March 26, 2004

Mr. Peter Martin
 Maricopa County Animal Care and Control
 222 North Central Avenue, Suite 210
 Phoenix, Arizona 85004

Dear Mr. Martin:

Sonant is pleased to provide this proposal (#P040325-01) for the addition of another inbound T-1 interface board, the associated ClientCall IVR censes and Field Center ACD Seat licenses for your recently installed Interactive Voice Response system. It is Sonant's understanding that with the addition of this board, you wish the system configured as follows:

- 16 inbound ports dedicated to IVR calls
- 12 outbound ports dedicated to calls connected to agents in the Call center and Field Center
- 20 inbound ports dedicated to calls in queue or connected to agents.

This configuration will require the addition of eight IVR Port Licenses to the eight that you currently have. It also requires the addition of four ACD Seat Licenses to the eight you currently have.

Finally, the upgrade will require a one-day trip to install the hardware, configure the ACD software and test the system.

P040326-01

Qty	Part #	Description	Unit Cost	Total
		System Hardware		
1	CC4000-24DP	24 Port Digital T-1 Telephone Interface	\$6,650	\$6,650
		System Hardware Subtotal		\$6,650
		System Software		
8	CC4000-IVR	IVR Port License , includes ClientCall Trunk-side Port License for DTMF in English and Spanish, per port	\$500	\$4,000
4	CC4000-ACDSL1	ACD Additional Seat Software license , per seat	\$650	\$2,600
		System Software Subtotal		\$6,600
		Support Services		
1	CC4INSTALL-US	Onsite installation and test	\$1,000	\$1,000

Qty	Part #	Description	Unit Cost	Total
		Support Services Subtotal		\$1,000
		One Year Warranty		Included
		Turnkey System Total		\$14,250*

Delivery: less than 3 days ARO

Price Validity: 120 days

Payment Terms: 100% upon installation (1 1/2% 10, net 30)

Please call me at (858) 623 8180, ext 230 or e-mail me at jstafford@sonant.com if you have any questions.

Very truly yours,



Jim Stafford
 Executive Vice President
 Sonant Corporation

SONANT CORPORATION, 6215 FERRIS SQUARE SUITE 220, SAN DIEGO, CA 92121
4105 SORRENTO VALLEY BLVD, SAN DIEGO, CA 92121 1406

PRICING SHEET C58-05-14/B0700027 NIGP 2042801

Terms: NET 30

Vendor Number: **W000001458 X**

Telephone Number: 858/623-8180

Fax Number: 858/623-8190

Contact Person: **Charles Smith**

E-mail Address: sales@sonant.com

Company Web Site: www.sonant.com

Certificates of Insurance Required

Letter of credit Required \$68,728.00

Contract Period: To cover the period ending **September 30, 2004 2005 2006 2007 2010.**