

**SERIAL 04059 S      VMX SUPPORT AND MAINTENANCE**

**DATE OF LAST REVISION: June 02, 2008      CONTRACT END DATE: January 31, 2010**

**CONTRACT PERIOD THROUGH JANUARY 31, 2010**

TO:            All Departments

FROM:        Department of Materials Management

SUBJECT:     Contract for **VMX SUPPORT AND MAINTENANCE**

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 **January 19, 2005**.

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.

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Wes Baysinger, Director  
Materials Management

LC/mm  
Attach

Copy to:        Materials Management  
                    Chris Baldwin, Telecommunications

(Please remove Serial 99034-S from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **VMX SUPPORT AND MAINTENANCE****1.0 INTENT:**

The intent of this Invitation For Bid is to source a Contractor to perform annual maintenance, support and repairs for the Avaya Octel (VMX) Model 200, 300 and OCTEL ACCESS systems operating throughout Maricopa County. Maricopa County wishes to achieve maximum return on its investment in voice processing systems by identifying and implementing applications that serve County departments, agencies, and their clients.

The Maricopa County Telecom staff performs routine changes, additions, and deletions of the mailboxes, as well as password resets. The contractor must have personnel on staff able to provide assistance for other systems administration activities that are less routine, such that County personnel may not maintain proficiency in such specialized tasks, and for development and maintenance of Serenade applications.

**2.0 TECHNICAL SPECIFICATIONS:**

2.1 Maricopa County's current equipment is located within the following departments:

- 2.1.1 Telecommunications Department
- 2.1.2 MCSO
- 2.1.3 Clerk of the Court

A current list of equipment and components requiring maintenance is listed in EXHIBIT 1.

**2.2 VENDOR REQUIREMENTS**

2.2.1 The Vendor shall have on-staff qualified technical personnel experienced in the maintenance of Octel (VMX) equipment. Avaya product certification will be required to support the following system components and associated applications:

## 2.2.1.1 Call Processing System Ongoing Support

**Clarification Note: Full Support for Hardware, Software and Custom Applications (custom applications must be individually designated for Support) shall be provided to the County during business hours. Business hours are Monday through Friday, 6:00 a.m. to 6:00 p.m. MST, except any holidays observed by both parties. This definition of Business Hours also applies to items 2.2.1.2 and 2.2.1.3. Support includes replacement parts and labor for covered events, with an exception for Works components. See information regarding Works at end of item 2.4.**

**Support coverage applies to normal, day-to-day use of the system, and excludes certain events. The following services set forth in paragraphs a – c below are available at the County's request but are expressly excluded from Support as defined by this Bid Invitation. The County agrees to pay additional charges for such services at Contractor's then current rate, as specified in this Bid Invitation and resulting contract. Additional equipment or features ordered by the County are subject to the contracted prices at the time orders are placed.**

- a) **Training.** Contractor shall provide training services requested by the County. Training services are available to the County in accordance with Contractor's then standard practices and the Professional Service rates established in Attachment A.
- b) **Additions, Changes and Relocation.** Contractor shall, upon the County's written request, provide such services as are necessary and available with respect to the System to add to, change or relocate the System.
- c) **Repair of damage, replacement of parts or increase in service time caused by:**

- 1) Failure by the County to continually provide a suitable environment for the System, as prescribed by Contractor, including adequate space, electrical power, air conditioning, dust control, connectivity to telephone system, host computer system and LAN;
- 2) Failure by the County to follow the installation, operation and maintenance instructions provided by Contractor;
- 3) Neglect, misuse, tampering, accident or abuse, including use of the System for purposes other than which designed;
- 4) Wiring, repair, alteration, modifications or improper installation by anyone other than Contractor, its subcontractors or affiliates without Contractor's prior written approval or supervision;
- 5) A corrosive atmosphere harmful to electronic circuits;
- 6) Damages caused by pests or domestic animals;
- 7) Accidents, disaster, including water, wind, fire, lightning and earthquake; unusual electrical shock; transportation; acts of God or public enemy;
- 8) Vandalism, burglary, theft, lost or stolen parts; and/or
- 9) Equipment, other than equipment under Warranty or Support Agreement from Contractor, including damages caused by equipment or lines of the host telephone system, host computer or LAN.

2.2.1.2 Call Processing System Application Development and Support

2.2.1.3 Call Processing System Annual Maintenance

2.2.1.4 Call Processing System Software Upgrades

***Clarification Note:*** System software upgrades are not published or priced under a standardized schedule by the manufacturer, so are not included in Support. Implementation costs vary according to system configuration and usage considerations, as well. When upgrades are available, 3rd Wave Solutions will offer a fixed-price quotation, using contracted rates for Professional Services, to implement the upgrade. Upgrades are generally not mandatory.

2.2.2 The Vendor staff certification shall include Avaya System Implementation and System Administration of the Octel 300 Senerade/D.I.A.L. operating system and Octel Access application development and support.

2.2.3 All vendors are required to communicate, coordinate, cooperate and participate with multiple vendors. This demand is for timely and quality solution to any problem. The vendors will work together to identify the problem, to identify the cause, to recommend a solution, to identify the responsible parties, and to initiate the corrective action through to the end.

2.2.4 Remote access requires VPN or dial access via a smart card. Each technician will require his own access card.

2.2.5 The Vendor shall have a minimum of five (5) years experience in Octel (VMX) support and provide current references (Attachment C).

### 2.3 RESPONSE TIME:

THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH A DESIGNATED POINT OF CONTACT AND MAKE ARRANGEMENTS TO ENABLE THEIR MAINTENANCE REPRESENTATIVES TO RECEIVE REQUESTS FOR MAINTENANCE SERVICE.

The contractor shall respond to all requests for maintenance on equipment covered by this contract per attached equipment specifications list (EXHIBIT 1). For critical situations the contractor agrees to have a qualified technician on-site per specifications detailed below.

**RESPONSE TIME SHALL BE MEASURED FROM THE TIME THE COUNTY FIRST PLACED A CALL TO THE CONTRACTOR'S MAINTENANCE SERVICE AND ENDS WHEN THE MAINTENANCE REPRESENTATIVE ARRIVES ON SITE READY TO PERFORM REQUIRED SERVICE.** Contractor agrees that the response time standard is reasonable and shall meet this standard.

***Clarification Note:*** Notification by phone call is the norm, but the County and the Contractor may use other notification methods as mutually agreed to. Many service tasks can be performed remotely and, in such cases, acknowledgement of the trouble report and initiation of remote troubleshooting and/or corrective action will constitute the “end” of response time measurement. On-site work will be performed when the requirement is mutually agreed upon by the County and the Contractor, or upon the County’s insistence under reasonable circumstances. Problem acknowledgement in all cases, and on-site response when appropriate, will be expected to conform to the service levels listed in the table below.

**Ongoing Support Service Level Agreement**

**Repair**

<b>Goal</b>	<b><u>Excellent According to Maricopa County</u></b>	<b><u>Good According to Maricopa County</u></b>	<b><u>Standard According to Maricopa County</u></b>
<b>Emergency</b>	0.5 hours	1 hour	2 hours
<b>Critical</b>	2 hours	3 hours	4 hours
<b>Standard</b>	4 hours	8 hours	12 hours

**At time of problem call, customer will clearly indicate to the vendor the kind of severity as follows:**

- 2.3.1 Emergency - Mission Critical Systems inoperable and major impact on business. Response time shall be within 2 hrs from original call for service.
- 2.3.2 Critical - Production system affected and business in reduced in its capability. Response time shall be within 4 hrs from original call for service.
- 2.3.3 Standard - Some device down but impact on business is nominal. Response time shall be within 12 hrs from original call for service.
- 2.3.4 There shall be no difference in level, quality, responsiveness, or techniques used for service between full service maintenance or time and material.

Each failure to meet the required response time will be recorded by the using agency. MULTIPLE DOCUMENTED FAILURES TO MEET THE RESPONSE TIME REQUIRMENTS MAY RESULT IN THE INITIATION OF THE COUNTY’S DEFAULT POLICY AND TERMINATION OF THE CONTRACT.

THE COUNTY RESERVES THE RIGHT TO SOLICIT AND PROCURE SERVICE FROM AN ALTERNATE VENDOR(S) SHOULD CONTRACTED VENDOR FAIL TO RESPOND TO EMERGENCY – MISSION CRITICAL REQUIREMENTS. ALL REASONABLE ASSOCIATED COSTS WOULD THEN BE DEDUCTED FROM CONTRACTED VENDORS MONTHLY BILLING.

**Clarification Note:** 3rd Wave Solutions agrees to the standards and remedies described above, except that the amounts cited in Attachment A are quoted as annual amounts, paid in advance. The remedy amounts implied above would be applied as credits toward a subsequent year's Systems coverage renewal or, if not renewed, as a refund at the time of coverage termination.

- 2.3.5 Emergency Maintenance Calls: Vendor must have a 24 hour/day, 365 days a year telephone service for emergency maintenance calls.
- 2.3.6 The holiday rates for any time and material maintenance will only apply on holidays that are recognized by both parties (New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, & Christmas Day)

**THE ESCALATION TO THE NEXT HIGHER LEVEL OF ENGINEER IS AS FOLLOWS:**

**Clarification Note:** If selected to serve the County under this Bid invitation, 3rd Wave Solutions requests negotiation of the listed escalation provisions, as they are not directly applicable to the equipment and technical support structure related to Octel Message Servers. The following observations reflect our concern with the existing language:

- Any on-site engineer will work in combination with remote support resources as necessary and will bring the remote source's expertise to bear on the problem without bringing additional people on site. A requirement to bring additional people on-site may actually prolong problem resolution if such requirements take responders away from lab environments or other remote locations where they can be more helpful than they can be while traveling.
  - On-site requirements as stated incur unnecessary and unreasonable expense.
  - Events not covered by Support (see clarification at item 2.2.1.1.) would not be subject to the cost provision of statement 3 below.
1. If the initial engineer is unable to have the unit operating within 4 hours, a senior engineer must be called and on site within 1 hour.
  2. If the senior engineer is unable to repair the equipment and have it operating within 4 hours, the OEM or other appropriate expert must be called and be on site within 1 hour.
  3. It is expected that all repairs will be completed within 8 hours 95% of the time.  
The vendor will be responsible for all the costs associated with the above conditions

2.4 SPARE PARTS AVAILABILITY

The vendor shall maintain a local spare parts inventory of 100% for all departments to allow proper maintenance of equipment and to meet the effectiveness standards under this contract. The County reserves the right to inspect vendor parts inventory. Central distribution centers are acceptable to help meet up to 20% percent of this standard **if OVERNIGHT DELIVERY AT NO CHARGE TO COUNTY** is provided and does not result in the equipment being down more than 24 hours recorded from time of service call to contractor. If special arrangements with other third party suppliers are necessary to meet the parts standard, it is the responsibility of the vendor to make this arrangement.

**Clarification Note:** 3rd Wave Solutions understands "spare parts" in line 1 of the above paragraph to mean "critical components", as described in the following paragraph.

The following critical components must be maintained in local inventory: CPU, VCU, Disk Drive, 8 and or 16 Port Cards, Fax Application Processor, Works Application Processor Card, Works Disk Drive, Local Area Network Card, and Power Supply.

**Clarification Note:** 3rd Wave Solutions assumes that one each of the listed items satisfies this requirement. We further assume that for older parts, replacement with an equal or better newer component satisfies the requirement provided the replacement part functions in a manner equivalent to the older part. This especially relates to Disk Drive, where older drives of 1GB or smaller size would be replaced with a newer, larger drive.

**Vendor must submit with their bid, documentation of pricing for above parts. The County is requesting submission of Cost + % pricing (see Attachment A – Pricing) on**

**all applicable parts. Applicable pricing documentation (Catalog(s), Disk(s), Web Based) must be included and/or referenced in your bid.**

**Clarification Note: As noted in Attachment A (item 1.4), there is no cost to the County for replacement parts provided under this Bid for covered events. (See 2.2.1.1 for definition of covered events and exceptions.) For purchases of new parts, features, or software to expand system function or capacity, 3rd Wave Solutions will provide a 10% discount off Avaya's published National Price List amount for the item. For custom applications in OctelAccess, 3rd Wave Solutions will perform reasonable application requirements discovery at no cost to the County, and will then provide a fixed-price quotation to create and implement the application. Such quotations will use the stated labor rates for Professional Services, and may include services from additional third party organizations with which 3rd Wave Solutions collaborates for such application development.**

**See the comment at the end of this section 2.4 related to Works components.**

Vendor will be required to respond with level of parts inventory and staffing available in the Phoenix area.

**Clarification Note: 3rd Wave Solutions' Phoenix office has the staff, certifications, and inventory specified by the Bid Invitation.**

The on-site response time for parts availability will be within 4 hours for system critical designated parts and 24 hours for non-system critical designated parts.

**Clarification Note: 3rd Wave Solutions understands that this requirement relates to problem response for covered system Support and "critical components inventory" as described above, not additional parts ordered to increase or expand system capacity or function.**

If the vendor does not stock a part, the vendor must have written agreements with a third-party per the arrangements outlined above and available for inspection as well.

Parts Counter Availability - Any charges related to the special opening of a parts supplier counter by the assigned maintenance vendor due to a local part shortage to resolve a County maintenance problem, will not be charged to the County.

**Clarification Note: Contractor cannot guarantee parts availability for Works Hardware. Works Hardware coverage under this Agreement is limited to provide hardware repair/replacement from Contractor's current spares inventory or Manufacturer's inventory until depleted. In the event that Contractor's or Manufacturer's inventory is depleted, Contractor shall make effort to source hardware from a third party. Maricopa County will be charged for third party sourced hardware, for the amount that the third party cost exceeds 80% of the Maricopa County Price for the hardware (Maricopa County Price is 10% off Manufacturer's last-published List Price). Works support includes problem resolution by 3rd Wave Solutions. Contractor will seek authorization from Maricopa County authorized personnel prior to incurring charges for replacement parts.**

2.5 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.6 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

### 3.0 **SPECIAL TERMS & CONDITIONS:**

#### 3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a five (5) year period.

#### 3.2 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

#### 3.3 INDEMNIFICATION AND INSURANCE:

##### 3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless 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, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

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.

##### 3.3.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless 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, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

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

##### 3.3.3 Insurance Requirements.

**CONTRACTOR**, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State

of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **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 **COUNTY**, constitute a material breach of this Contract.

**CONTRACTOR'S** insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **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 **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

**COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **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 **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 **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

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

3.3.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella 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. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

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 CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.3.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.3.3.3 Workers' Compensation. **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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

***Clarification Note:*** Workers' Compensation insurance coverage is provided, but is held in the name of Pinnacle Employment Group, the PEO used by 3rd Wave Solutions.

**CONTRACTOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

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

3.3.4 Certificates of Insurance.

3.3.4.1 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 **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 **COUNTY** fifteen (15) days prior to the expiration date.

3.3.4.2 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.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

LONNIE CUNICO, Procurement Consultant, 602-506-3243  
Email: cunicol@mail.maricopa.gov

Technical telephone inquiries shall be addressed to:

CHRIS BALDWIN, Telecom Department, 602-506-8009

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.6 PRE-BID CONFERENCE:

**THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON ~~OCTOBER 28~~ NOVEMBER 09, 2004 AT 10:00 AM AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003**

3.7 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.8 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.8.1 Compliance with specifications
- 3.8.2 Price
- 3.8.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original (labeled) PLUS ONE ELECTRONIC COPY ON A CD and (2) copies of their bid. **Respondents are to address bids identified with return address, serial number and title in the following manner:**

**Maricopa County Department of Materials Management  
320 W. Lincoln St.  
Phoenix, AZ 85003**

**SERIAL 04059-S  
VMX SUPPORT AND MAINTENANCE**

Bids must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

**3<sup>RD</sup> WAVE SOLUTIONS, 444 N 44<sup>TH</sup> STREET SUITE #222, PHOENIX, AZ 85008**

**PRICING SHEET NIGP CODE 9204515**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?  YES NO  X\*

\*Note: We understand that the Procurement Card is a preferred method of payment for frequent, small-dollar-amount purchases. Such transactions are not typical of the business relationship the County has had with 3rd Wave Solutions under contracts such as this in prior years. The larger, infrequent transactions we've conducted have used Purchase Orders and Electronic Funds Transfer as the payment vehicle. We prefer to continue that method, but will be happy to make exceptions when necessary so that a Procurement Card could enable a short-notice emergency response on an evening or weekend, for instance.

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?  YES  X NO

INTERNET ORDERING CAPABILITY:  YES  X\*  NO  % DISCOUNT

\*Note: Purchases within this business relationship are unique and infrequent, thereby not supportable by "standardized" or "catalog type" Internet transactions.

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  X YES  NO

**1.0 PRICING:**

1.1 OCTEL 200, 300 and OCTEL ACCESS  
Support and Maintenance for Equipment and Components Listed in  
EXHIBIT 1, Including:

\$185,687\*/annually

Call Processing System Ongoing Support  
Call Processing Annual Maintenance (Hardware)  
Call Processing System Software Upgrades

\*Note: Software Upgrades NOT included, as they are infrequent, not published in a standard, pre-priced fashion by the manufacturer, and are unique to each system in terms of implementation expense.

		<b>July 1</b>	<b>June 30<sup>th</sup></b>
		<b>2008-2009</b>	
Detail by Message Server and by OA application:			
Maricop1 Octel Message Server	<del>\$ 67,450</del>		<b>\$68,138</b>
Maricop2 Octel Message Server	<del>\$ 23,913</del>		<b>\$24,157</b>
OctelAccess applications on Maricop2			
Flood Control	\$ 5,158		
P&D Inspections	\$ 10,754		
Superior Court Hearing Inquiry	\$ 1,068		
Clerk of the Court Octel Message Server	<del>\$ 23,611</del>		<b>\$23,852</b>
Child Support OctelAccess application	\$ 12,013		
Sheriff's Office Octel Message Server	<del>\$ 41,720</del>		
Total if all items selected	<u>\$185,687</u>		

\*Note: The amount for 2004-05 will be reduced by the amounts already paid for extensions from July 1, 2004 through January 31, 2005.

\*Note: 3rd Wave Solutions will continue to offer Second Level System Administration assistance as a pre-paid block of hours, as in previous years, to assist County staff with tasks as requested by the County.

**3<sup>RD</sup> WAVE SOLUTIONS, 444 N 44<sup>TH</sup> STREET SUITE #222, PHOENIX, AZ 85008**

1.2 Call Processing System Application Development and Support \$125, \$150, or \$180 \* /hourly

\*Note: Rate depends on the skill set required, and is usually the lowest of the 3.  
 In addition, Application Development and Support will usually be performed during business hours, but if required at other times, the rates and callout considerations cited under 1.3.2, 1.3.3, and notes following, would apply. PLEASE SEE EXHIBIT 1 FOR QUALIFICATION OF CHARGES.

1.3 Repair Labor Rate

1.3.1	Normal Business Hours	\$125, \$150, or \$180	/hourly
1.3.2	After hours, Weekends	\$200, \$225, or \$270	/hourly
1.3.3	Holidays*	\$200, \$225, or \$270	/hourly

\*Note: Rate depends on skill set required, and is usually the lowest of the 3

\*Note: For covered events during covered hours (6am-6pm Business Days), labor is included in amounts cited for item 1.1. See additional details on this topic in Bid specification item 2.2.1.

\*Note: During covered hours, a 1-hour minimum applies for services provided remotely, and a 2-hour minimum applies to services provided on site. Outside of covered hours, an additional callout charge also applies. PLEASE SEE EXHIBIT 1 FOR QUALIFICATION OF CHARGES

\*The holiday rates for any time and material maintenance will only apply on holidays that are recognized by both parties (New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day.)

1.4 Repair Parts Cost Plus included\_%

\*Note: Cost of replacement parts is included for all covered failures, except for special considerations related to "Works" components. See additional info related to non-replacement parts and Works at end of Section 2.4 of Bid specifications.

Labor Category Description	Price Code	Preferred		T&M	
		Biz Hours Rate	After Hours Rate	Biz Hours Rate	After Hours Rate
<b>Application Design Services</b>	<b>A</b>	<b>\$150</b>	<b>\$225</b>	<b>\$225</b>	<b>\$350</b>
Includes scope of work; application design overview including purpose and audience; documentation and creation of functional specification including written description, call flow, flow charts, host or database input/output methodology, and reporting and metrics needs; application development plan; and design for implementation and testing of application functions.					

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<b>Project Management Services</b> Project Manager will be the single point of contact (customer liaison) throughout process of system or application implementation. Includes time line development and management, site preparation assistance; hardware and software installation coordination and scheduling; internal and external expectation management; planning and coordination of notification tasks; transfer of customer profile and implementation history to support personnel at conclusion of implementation.	<b>B</b>	<b>\$127.50</b> 450	<b>\$204.00</b> 225	<b>\$225</b>	<b>\$350</b>
<b>Education Services, Level 1</b> Includes end user education for all application operations. Provide walk around coverage first day of cutover to ensure proper use and smooth user implementation.	<b>C</b>	<b>\$127.50</b> 425	<b>\$204.00</b> 200	<b>\$200</b>	<b>\$350</b>
<b>Education Services, Level 2</b> Includes training an internal trainer on procedures and techniques to perform as a trainer for new users.	<b>D</b>	<b>\$183.60</b> 480	<b>\$275.40</b> 270	<b>\$270</b>	<b>\$405</b>
<b>Education Services Note</b> 1) Master copies of training materials created by 3rd Wave Solutions will be provided; duplication is the responsibility of the customer responsibility. Manufacturer-supplied items will be provided in quantities consistent with manufacturer policy at the time training is conducted; 2) Minimum of 4 hours charged for all training and education services.					
<b>Application Development Services, Level 1</b> Includes basic software configuration, parameter settings, adding user mailboxes, designating table attributes. Example: Octel Serenade programming or EIC Interaction Administrator (IA)	<b>E</b>	<b>\$125</b>	<b>\$200</b>	<b>\$200</b>	<b>\$350</b>
<b>Application Development Services, Level 2</b> Includes programming with tools that offer pre-programmed options and capabilities. Example: FlexCall or Basic EIC Handlers.	<b>F</b>	<b>\$183.60</b> 480	<b>\$275.40</b> 270	<b>\$270</b>	<b>\$405</b>
<b>Engineering and Integration Services, Level 1</b> Includes Octel Serenade hardware and software installation, repair or replacement; software configuration; system backup and restore procedures; patch and release level installation, basic diagnostic tests, troubleshooting, and pre-acceptance functional testing.	<b>G</b>	<b>\$125</b>	<b>\$200</b>	<b>\$200</b>	<b>\$350</b>
<b>Engineering and Integration Services, Level 2</b> Includes OA/EIC/NT/VM/UM hardware and software installation, basic software installation and troubleshooting on client workstations, patch and release level installation, Octel Serenade (Message Server) upgrade and/or integration for OA, assisting with and/or manipulation of wave file voice recording.	<b>H</b>	<b>\$183.60</b> 480	<b>\$275.40</b> 270	<b>\$270</b>	<b>\$405</b>
<b>Travel Time</b> Travel time	<b>I</b>	<b>\$75</b>	<b>\$100</b>	<b>\$100</b>	<b>\$150</b>
<b>Other Considerations</b>					
<b>Travel</b> This charge applies when 3 <sup>rd</sup> Wave Solutions (3WS) employee must travel to customer site located outside 3WS' immediate service area (50 miles of 3WS office) to perform services outside a current contractual support agreement. Customer is charged for actual number of travel hours from the point of departure from 3WS normal service area to the customer's site, plus travel-related expenses at actual plus 10%. Customer is also charged appropriate hourly rate for all services performed.					

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<b>On-Site Charges</b>					
This charge applies when 3rd Wave Solutions (3WS) employee must travel to customer site located within 3WS' immediate service area (50 miles of 3WS office) to perform services outside a current contractual support agreement. Customer is charged this fee for each onsite visit. Customer is also charged appropriate hourly rate for all services performed.					
<b>Preferred Rate</b>					
Preferred Rates apply to all support services performed for customers who have a current contractual support agreement with 3WS. In addition, Professional services for new implementations will be priced using Preferred Rates.					
<b>T&amp;M</b>					
Time and Materials (T & M) rates apply to all services performed for customers who do not have a current contractual support agreement with 3WS					
<b>Business Hours</b>					
This hourly rate applies to services performed during normal 3WS business hours (M-F 8am –5pm MST).					
<b>After Hours</b>					
This hourly rate applies to services performed after normal 3WS business hours (outside of M-F 8am –5pm MST, all weekends and 3WS holidays).					
<b>Minimum Hours</b>					
		<b>Preferred Rate</b>		<b>T &amp; M Rate</b>	
		<b>Biz Hours</b>	<b>After Hours</b>	<b>Biz Hours</b>	<b>After Hours</b>
Location:					
	On-Site	1 hour	2 hours	1 hour	2 hours
	Remote	2 hours	2 hours	2 hours	4 hours

EXHIBIT 1

CURRENT EQUIPMENT AND COMPONENTS REQUIRING MAINTENANCE

		<u>MARICOP1</u>	<u>MARICOP2</u>	<u>CLERKPHX</u>	<u>SHERIFF</u>
SERIAL NUMBER		301261	301654	301556	301531
SYSTEM TYPE		VMX300XL	VMX300	VMX300XL	VMX300XL
RELEASE		S.4.0.0	S.4.1.1	S.4.1.1	S.1.0.1
<b>FEATURES</b>					
1.1	1 Messaging	Y	Y	Y	Y
1.2	3 OMM	Y	Y	Y	N
1.3	4 VoiceNet	Y	N	Y	Y
1.4	7 Fax Mail Plus	Y	Y	Y	Y
1.5	8 Name & Greeting Redundancy	N	Y	Y	Y
1.6	9 Message Rendundancy	Y	Y	Y	Y
1.7	15 AMIS Analog Networking	Y	N	N	N
1.8	19 Single Digit Menus	Y	Y	Y	Y
1.9	20 Incoming Call Restriction	N	N	Y	Y
1.10	21 Call Queuing	Y	N	Y	Y
1.11	22 OctelForms	N	N	Y	Y
1.12	23 Dial by Name	Y	Y	Y	Y
1.13	24 Works for Serenade	Y	Y	Y	Y
1.14	26 Works for Serenade w/Octel 200/300	Y	Y	Y	Y

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1.15	27 Works for Serenade Application Development Kit	Y	N	Y	N
1.16	28 Works for Serenade 3270 Host Interface 1-32	N	N	Y	N
1.17	29 Works for Serenade Application Controlled Messaging	Y	Y	Y	Y
1.18	30 Works for Serenade Local Database Access	Y	Y	Y	Y
1.19	31 Adaptive Integration	Y	Y	Y	Y
1.20	33 Works for Serenade Async Host 1-16 Sessions	Y	N	Y	Y
1.21	34 Network Names Confirmation	Y	Y	Y	Y
1.22	35 XL	Y	N	Y	Y
1.23	36 Toshiba Integration	Y	Y	Y	N
1.24	37 Remote Digital Networking	Y	N	N	N
1.25	38 OctelNet Analog Networking	Y	N	N	N
1.26	39 Domain Digital Networking	Y	N	N	N
1.27	40 LAN Backup & Restore	Y	N	N	N
1.28	Languages (number of)	2	1	3	2

**HARDWARE**

1.29	TLC8		2	2	1
1.30	LIC8	3	4	2	5
1.31	DLC16	6			1
1.32	FAX4			1	1
1.33	FAX8	1	1		
1.34	2GB Drive	3	1	1	
1.35	1GB Drive			1	
1.36	500MB Drive	1			
1.37	420MB Drive	1	1		2
1.38	380MB Drive	1			
1.39	210MB Drive				1
1.40	105MB Drive		1		
1.41	LAN Card	Y	Y	Y	N
1.42	Application Controll Processor	Y	Y	Y	Y
1.43	ATTIC Integration Card				3

**OA SERVER**

1.44	Release		Y	Y	
1.45	Tokens		3	4	
			8	24	

**OA Applications**

1.46	Child Support FaxBack 1.3			Y	
1.47	Child Support Payment 2.0.1			Y	

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1.48	Planning & Development 1.0.0	Y
1.49	Flood Control 1.0.1	Y
1.50	Court Admin Hearing 1.2	Y

Terms: 1% 10 days net 30 We understand that this means a 1% discount if paid within 10 days of invoice, otherwise full balance due within 30 days.

Vendor Number: 860650127 W000001501 X

Telephone Number: 602/252-5800

Fax Number: 602/797-4700 1745

Contact Person: Bruce Andersen

E-mail Address: [bruce.andersen@3rdwavesolutions.com](mailto:bruce.andersen@3rdwavesolutions.com)  
[accountsreceivable@3rdwavesolutions.com](mailto:accountsreceivable@3rdwavesolutions.com)

Company Web Site: [www.3rdwavesolutions.com](http://www.3rdwavesolutions.com)

Certificates of Insurance Required

Contract Period: To cover the period ending **January 31, 2010.**