

**SERIAL 10151 RFP VoIP TELEPHONE and UNIFIED COMMUNICATIONS SYSTEMS**

**DATE OF LAST REVISION: June 08, 2016**

**CONTRACT END DATE: June 30, 2021**

**CONTRACT PERIOD THROUGH JUNE 30, ~~2016~~ 2021**

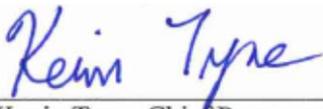
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VoIP TELEPHONE and UNIFIED COMMUNICATIONS SYSTEMS**

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 **June 08, 2011 (Eff. 06/08/11)**.

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.



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

BW/mm  
Attach

Copy to: Office of Procurement Services  
**Susan Christensen**, Office of Enterprise Technology (OET)



## CONTRACT PURSUANT TO RFP

SERIAL 10151-RFP

This Contract (“Contract” or “Agreement”) is entered into this 8<sup>th</sup> day of June, 2011 by and between Maricopa County (“County” or “Customer”), a political subdivision of the State of Arizona, and Avaya Inc. a Delaware corporation (“Contractor” or “Avaya”) for the purchase of a VoIP Telephone and Unified Communications Systems and associated Products and Services (Products and Services are as defined in Exhibit C, General Terms, preamble paragraph).

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Five (5) years, beginning on the 8th day of June, 2011 and ending the 30<sup>th</sup> day of June, ~~2016~~ 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for up to a maximum of Five (5) years. The County may extend the contract with Contractor approval on a month-to-month basis for a maximum of six (6) months after expiration. Any renewal is subject to the Avaya’s Long Term Support document, attached hereto as Exhibit D and incorporated herein by reference. The County shall notify the Contractor in writing of its intent to renew or extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days, or shorter period as mutually agreed by the parties, prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation as agreed by both parties. If County agrees to the adjusted fee, County shall issue written approval of the change.

### 3.0 ORDERS AND PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A, A-1, A-2, A-3” or other pricing document / order form / County Purchase Order, etc., as mutually executed by the parties.
  - 3.1.1 Orders are subject to acceptance by Avaya. Avaya may accept an order by shipping Products or commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to the Agreement. All orders shall reference this Agreement or Agreement number and shall specify the quantity, price, delivery location, Avaya quotation, and proposal number. Orders will be governed by the terms of the Agreement even when they lack an express reference to the Agreement. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect.
  - 3.1.2 Unless otherwise requested by customer in writing, Avaya will invoice to and process payments from Customer via Avaya’s electronic bill application. Unless otherwise governed by State law, payments of undisputed portions of invoices are due within 30

days from the date of Avaya's invoice. The Contractor shall have all rights and remedies available for payment default as set forth in Arizona Revised Statutes §35-342 and 11-622.

**3.1.3 SUPPLY OF GENERALLY AVAILABLE PRODUCTS - INVOICING**

Unless otherwise provided in a valid Avaya quotation, proposal, Master Statement of Work (MSOW) and associated Description of Work (DOW) or an independent Statement of Work (SOW), Avaya will invoice Customer one hundred percent (100%) of the price of the Products upon shipment. subject to Exhibit C, Attachment 1, Section 5.2. of the Products.

**IMPLEMENTATION AND PROFESSIONAL SERVICES – INVOICING AND PAYMENT:**

Fees will be invoiced as follows: (i) Implementation & Professional Services other than T&M Services on completion of the Services, unless otherwise provided in the SOW; and (ii) T&M Services monthly in arrears, unless otherwise provided in the SOW.

**MAINTENANCE AND MANAGED SERVICES - INVOICING AND PAYMENT**

Avaya will invoice Customer for Services in advance unless another payment option is specified in the order or as otherwise specified in the Service Agreement Supplement.

3.1.4 The Respondent shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of services
- Contract Item number(s)
- Description of Purchase (services)
- Pricing per unit of service
- Extended price
- Total Amount Due

County may utilize Avaya's E-bill system to allow multiple users to view and pay invoices on line.

3.1.5 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order or updated information as may be contained in Avaya's billing system.

3.1.6 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/))

3.1.7 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

**4.0 AVAILABILITY OF FUNDS:**

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds. Customer warrants to the best of its knowledge and understanding that it has funds available to pay all amounts due hereunder through the end of its current appropriation period and warrants further that it will request funds to make payments in each appropriation period from now until the end of the Agreement term.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least thirty (30) days in advance.

**5.0 DUTIES:**

- 5.1 The Contractor shall perform all duties stated in Exhibits or as otherwise directed in writing by the Procurement Officer and as agreed in writing by Avaya.
- 5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace as may be required by Contractor to carry out its contractual obligations.

**6.0 TERMS and CONDITIONS:**

**6.1 GENERAL INDEMNIFICATION:**

6.1.1 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 negligent acts, errors, omissions, mistakes or malfeasance 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 caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 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.

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

**6.2 INSURANCE REQUIREMENTS:**

6.2.1 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 A-, VII or higher. 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.

- 6.2.2 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.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that 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.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, copies of any or all of the herein required insurance certificates. County shall not be obligated to review 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.
- 6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall include County as Additional Insureds.
- 6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, 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.
- 6.2.9 Commercial General Liability.
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$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, and shall not contain any provision which would serve to limit third party action over claims. 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.
- 6.2.10 Automobile Liability.
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.
- 6.2.11 Workers' Compensation.
- 6.2.11.1 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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$5,000,000 disease policy limit.

6.2.11.2 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 Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, 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.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, the County may access [Morristown.certrequest@marsh.com](mailto:Morristown.certrequest@marsh.com) to register to receive notices of renewal emails containing then current certificates of insurance. County shall receive a copy of certificates of insurance upon written request within thirty (30) days.

6.2.13 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.

6.3 WARRANTY OF SERVICES:

6.3.1 **GENERAL WARRANTY**  
**WARRANTIES AND LIMITATIONS**

Specific warranties for Products and Services are provided in Sections 6.3.2, 6.3.3 AND 6.3.4. THESE WARRANTIES ARE LIMITED AS PROVIDED IN SECTIONS 6.3.2, 6.3.3 AND 6.3.4 AND GENERALLY AS PROVIDED BELOW.

**Exclusions and Disclaimers.** The warranties do not extend to any damages, malfunctions, or non-conformities caused by: (i) Customer's use of Products in violation of the license granted under the Agreement or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) Customer's failure to follow Avaya's installation, operation or maintenance instructions; (v) Customer's failure to permit Avaya reasonable and timely access, remote or otherwise, to Products; or (vi) failure to implement all new updates to software provided under the Agreement. Warranties do not extend to Products that have been serviced or modified other than by Avaya or third party specifically authorized by Avaya to provide the service or modification. EXCEPT AS REFERENCED AND LIMITED IN THIS SECTION, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THE AGREEMENT. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS AND SERVICES WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THE AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES EXCEPT AS PROVIDED AT LAW OR EQUITY.

### 6.3.2 **SUPPLY OF GENERALLY AVAILABLE PRODUCTS**

**Warranty.** Avaya warrants to Customer that during the applicable warranty period, the Product will conform to and operate in accordance with the applicable Documentation in all material respects. Avaya provides Third Party Products (as defined in Exhibit C) on an "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya shall pass through to Customer any such warranties to the extent authorized. Exercise of such warranty shall be directly between Customer and the third party provider.

**Warranty Period.** Unless a different period is specified in the applicable order, the warranty periods for Products are as follows: (i) hardware: 12 months, beginning on the In-Service Date for Avaya-installed hardware and on the Delivery Date for all other hardware; and/or (ii) software and software media: 90 days, beginning on the In-Service Date for Avaya-installed software and on the Delivery Date for all other software. Avaya offers a lifetime warranty for select Avaya Data Solutions hardware only, as specified at Avaya's support site ([https://support.avaya.com/css/appmanager/public/support?\\_nfpb=true&\\_pageLabel=WNContent\\_Public&contentid=C20091120112456651010](https://support.avaya.com/css/appmanager/public/support?_nfpb=true&_pageLabel=WNContent_Public&contentid=C20091120112456651010)). The lifetime warranty begins on the Delivery Date and ends five (5) years after the hardware's End of Sale date, as determined by Avaya.

**Remedies.** If a Product is not in conformance with the warranty above and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product failed to be in conformance, Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Product to Avaya. For software warranty claims, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement hardware may be new or, certified like-new, and will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. THESE REMEDIES WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS EXCEPT AS PROVIDED AT LAW OR EQUITY.

**Warranty Procedures.** Products subject to a warranty claim must be returned to Avaya in accordance with Avaya's instructions accompanied by evidence that the Products remain under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya),

**Costs.** If a Product is returned within the applicable warranty period subject to a valid warranty claim, Avaya will not charge for any repair, replacement, error identification or correction, or return shipment of the non-conforming Product. If Avaya determines that the Product was operating in conformance with its applicable warranty, Avaya may charge Customer for error identification or correction efforts, repair, replacement and shipment costs at Avaya's then current rates.

### 6.3.3 **IMPLEMENTATION & PROFESSIONAL SERVICES TERMS WARRANTY**

**Warranty Period.** The warranty period for Implementation & Professional Services and Deliverables will be 30 days beginning on the acceptance or deemed acceptance date of the Deliverables or the Defined Objective (the “**Warranty Period**”).

**Warranty.** During the Warranty Period, Avaya warrants to Customer that (i) Implementation & Professional Services will be carried out in a professional and workmanlike manner by qualified personnel; and (ii) Deliverables will conform in all material respects to the specifications contained in the SOW. However, Avaya does not warrant that software contained in the Deliverables will perform uninterrupted or error-free.

#### **Remedies.**

**Implementation & Professional Services.** To the extent that Avaya has not performed Implementation & Professional Services in accordance with the above warranty (“**Non Conformity**”) and Avaya receives written notice from Customer within the Warranty Period that identifies the Non-Conformity in reasonable detail and requests Avaya cure the Non-Conformity, Avaya will re-perform the applicable Services or if Avaya determines that re-performance is not commercially reasonable, either (i) Avaya will refund to Customer the fees for the Non-Conforming Implementation & Professional Services; or in the case of T&M Services, (ii) Customer may cancel the affected T&M Services, subject to payment of fees for T&M Services already performed.

**Deliverables from Implementation & Professional Services.** If Avaya receives from Customer within the Warranty Period a written notice describing in reasonable detail how the Deliverables failed to be in conformance with the above warranty, Avaya will, at its option, repair or replace the non-conforming Deliverables, or refund to Customer the applicable fees upon return of the non-conforming Deliverables.

**Exclusive Remedies.** THE REMEDIES SET FORTH IN THIS SECTION WILL BE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NON-CONFORMANCE OF IMPLEMENTATION & PROFESSIONAL SERVICES AND DELIVERABLES EXCEPT AS PROVIDED AT LAW OR EQUITY.

**Disclaimer.** Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer “hackers” and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user’s network or particular network elements safe from intrusions and other security breaches.

### 6.3.4 **MAINTENANCE/MANAGED SERVICES TERMS**

#### **WARRANTY AND LIMITATION OF LIABILITY**

**Warranty.** Avaya warrants to Customer that Services will be carried out in a professional and workmanlike manner by qualified personnel.

**Remedy.** If Services are not in conformance with the above warranty and Avaya receives Customer’s detailed request to cure a non-conformance within thirty (30) days of its occurrence, Avaya will re-perform those Services. If Avaya fails to achieve such conformance within thirty (30) days of receiving Customer’s written notice, Customer may cancel the applicable order with respect to future Services. Upon cancellation, Customer will be entitled to receive a proportionate refund of any prepaid fees applicable to future Services. These remedies will be Customer’s sole and exclusive remedies and will be in lieu of any other rights or remedies Customer may have against Avaya with respect to the non-conformance of Services except as provided at law or equity.

**Disclaimer.** Services provided to enhance network security are not a guaranty against malicious code, deleterious routines, and other techniques and tools employed by computer “hackers” and other third parties to create security exposures. Neither Avaya nor its suppliers make any warranty, express or implied, that all security threats and vulnerabilities will be detected or that the Services will render an end user’s network or particular network elements safe from intrusions and other security breaches.

6.4 ACCEPTANCE

6.4.1 **Acceptance of Products** For Customer-installed Products, acceptance shall occur no later than 30 days following the Delivery Date. For Avaya-installed Products, acceptance shall occur no later than 30 days following the In-Service Date. In the event that Customer has not provided Avaya with either (a) written acceptance, or (b) a written rejection of the Avaya-installed Products with a reasonably detailed explanation of the basis for such rejection within 30 days following the In-Service Date, then formal acceptance of Avaya-installed Products is deemed to occur on such 30th day. Acceptance shall not be deemed a waiver of any warranties, or any other rights under the Agreement

**Acceptance of Implementation and Professional Services**

**T&M Services.** T&M Services are deemed accepted upon performance.

**SOW without Acceptance Procedures.** Where a SOW does not contain specific acceptance criteria and procedures (“Acceptance Procedures”), Implementation & Professional Services are deemed accepted upon the earlier of either: (i) Avaya providing notice of completion to Customer; or (ii) production use of Deliverables or installed Products.

**SOW with Acceptance Procedures.** Where the MSOW or SOW contains Acceptance procedures, the acceptance procedures in the MSOW or SOW will govern.

6.5 REQUIREMENT OF CONTRACT BOND:

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond, which shall become binding upon the final signing of the Contract to the Contractor and provided within 10 business days of final contract signing.

6.5.1.1 A Performance Bond equal to three million dollars (\$3,000,000.00) 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.

6.5.2 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.

6.5.3 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.

6.6 NOTICES:

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

For County:  
Maricopa County  
**Office of Procurement Services**  
Attn: Chief Procurement Officer  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:  
Avaya  
1501 West Fountainhead Parkway  
Suite 150  
Tempe, AZ 85282

With a copy to Avaya Legal:

Attention: Vice President, Law  
Avaya Inc.  
211 Mt. Airy Road  
Basking Ridge, New Jersey 07209  
United States  
Facsimile: (908) 953-8006

6.7 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 (minimum or maximum). Orders will only be placed when County issues a purchase order or a written notice to proceed.

6.8 TERMINATION FOR CONVENIENCE:

6.8.1 The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County upon 30 days written notice and subject to termination or cancellation fees, if any. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. If Customer terminates this Agreement for convenience, Avaya shall submit to Customer a termination settlement claim containing any charges up to the effective date of termination and any applicable termination fees, in the form of an invoice, within ninety (90) days from the effective date of the termination. Notwithstanding the foregoing, except for Customer's termination for non-availability of funds as set forth in subsection 4, above, termination of Maintenance/Managed Services shall be as set forth below. The provisions concerning confidentiality, license grant, license restrictions, indemnity, export control, all limitations of liability, disclaimers and restrictions of warranty, and any other terms which, by their nature, are intended to survive termination or expiration of this Agreement will survive any termination or expiration of the Agreement and any order. Except as expressly provided otherwise in the Agreement and termination for uncured breach, any termination of the Agreement will not affect any rights or obligations of the parties under any order accepted before the termination of the Agreement became effective. The imposition and/or payment of cancellation or termination fees in connection with a termination of the Agreement or an order for breach shall be without prejudice to the non-breaching party's other remedies available at law or in equity. In the event of termination under this paragraph, all documents, data and

reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination subject to Contractors receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. Notwithstanding the generality of the foregoing, rights in data and intellectual property shall be as provided in Section.

6.8.2 TERMINATION – GENERALLY AVAILABLE PRODUCTS

**ORDER CHANGES AND CANCELLATIONS**

For purposes of this Section, “**Configured Products**” means made-to-order Products provided under this Contract and “**Non-configured Products**” are all other Products provided under this Contract. Customer may change or cancel orders as follows:

Configured Products:

- Changes after three business days of order placement or any cancellation prior to Delivery Date – 15% of Product and related installation fees

Non-Configured Products

- Change or cancellation prior to Delivery Date– No charge
- Change or cancellation after Delivery Date, but prior to Installation Start Date AND Avaya is installing the Product – 15% of Product and related installation fees.

In the event of a permitted cancellation, all preliminary or advance Products that have been delivered to Customer will be returned promptly to Avaya in the original, unopened packaging and in the same condition as delivered. No other changes or cancellations are permitted.

6.8.3 TERM AND TERMINATION - IMPLEMENTATION AND PROFESSIONAL SERVICES

**Term.** The term of an SOW will begin on the date specified in the SOW or order if any, or on the date executed by the last party to sign the SOW. The term of the SOW will continue until the work is completed or the SOW is terminated earlier in accordance with this Section.

**Termination.** Unless otherwise provided in the SOW, either party may terminate Implementation & Professional Services upon 45 days prior written notice, and Customer will pay for Services performed to the date of termination and all non-refundable or non-terminable out-of-pocket expenses Avaya incurred.

6.8.4 TERM AND TERMINATION – MAINTENANCE AND MANAGED SERVICES  
**TERM AND TERMINATION**

**Term.** Unless a different term is mandated in the applicable SAS or Service Description, Avaya will provide Services for an initial term of one year. Unless otherwise specified in the SAS or Service Description, Customer may terminate Services in whole or in part upon 30 days written notice subject to cancellation fees equal to Service fees for 12 months or the remaining term, whichever is less.

**Termination Notice.** Customer’s written notice of termination must be sent by: (i) letter via certified mail to the following address: Avaya Inc., Customer Care Center , 14400 Hertz Quail Spring Pkwy, Oklahoma City, OK 73134 Attn: Maintenance Termination; (ii) email to mycontract@avaya.com; or (iii) fax to 800-444-6371.

6.9 **TERMINATION FOR DEFAULT:**

6.9.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice to Contractor detailing the breach

and requesting that the breach be cured. If Avaya fails to cure any material breach of the Contract within a thirty (30) day period after having received written notice, the Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

- 6.9.2 Avaya may terminate the Contract by written notice to County effective immediately upon receipt, if the County fails to cure any material breach of the Contract within a 30 day period after Avaya having provided written notice to the County detailing the breach and requesting the breach be cured.
- 6.9.3 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract, shall become the property of and be delivered to the County on demand subject to Contractors receipt of just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. Notwithstanding the generality of the foregoing, rights in data and intellectual property shall be as provided in Section 6.20.
- 6.9.4 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. . If a Product is not in conformance with Avaya’s warranty and Avaya receives from Customer during the applicable warranty period a written notice describing in reasonable detail how the Product failed to be in conformance, Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product to Customer; or (ii) refund to Customer the applicable fees upon return of the non-conforming Product to Avaya. In the event Avaya is unable to repair or replace the Product as described in (i) above, Avaya will offer Customer the difference between the cost of the Avaya solution and the incurred cost of a replacement solution with materially similar features and functionalities procured through an appropriately competitive process (“Cost of Cover”).
- 6.9.5 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**6.10 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..

**6.11 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 The Procurement Officer shall provide written notice to Contractor detailing the breach requesting that the breach be cured. If Avaya fails to cure any material breach of the Contract within a thirty (30) day period after having received written notice, the Procurement Officer shall provide written notice of the offset and the reasons for it to the Contractor.

**6.12 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.

6.12.1 Changes to Orders: The parties may, by mutual agreement, make changes to an Order (“Change”). The party asking for a Change shall describe in writing the details of the requested Change (“Change Order Request”). Avaya shall provide in writing to Customer a summary of any and all adjustments to the charges and other changes resulting from the Change Order Request. In no event shall any Change be effective or acted upon in any way until such time as (i) an authorized representative of each party has agreed to the terms of the Change Order Request in writing and (ii) Avaya has received an Order from Customer for any additional charges resulting from the Change Order Request.

6.12.2 Possible Future Services: If the County determines in the future that support for the SL100 and other peripheral equipment is required, Avaya will work with the County to provide such support under prices, additional terms and conditions, and services description as mutually agreed to by both parties in future negotiations.

6.13 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.14 ASSIGNMENT AND SUBCONTRACTING:

6.14.1 ASSIGNMENT: Avaya may assign the Agreement and any order under the Agreement to any of its affiliated entities or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement. Any other assignment of the Agreement or any rights or obligations under the Agreement without the express written consent of the other party will be invalid.

6.14.2 The Contractor may not 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. Avaya does not currently plan on having subcontractors work on the installation / implementation or services, however, Avaya reserves the right to do so should the need arise. For any subcontractor Avaya utilizes to perform any of its obligations under the Agreement (as finally executed) Avaya will retain responsibility for the work of its subcontractors.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County **Office of Procurement Services** shall be responsible for approving all amendments for Maricopa County.

6.16 RETENTION OF RECORDS:

6.16.1 The Contractor agrees to retain all financial books, records, and other documents directly relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department, upon reasonable notice, shall have necessary access to, and the right to examine, copy and make use of, any and all said materials, such access shall be during normal business hours.

6.16.2 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.

6.17 **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.

6.18 **ALTERNATIVE DISPUTE RESOLUTION:**

6.18.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.18.1.1 Render a decision;

6.18.1.2 Notify the parties that the exhibits are available for retrieval; and

6.18.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.18.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.18.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.19 **SEVERABILITY:**

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

6.20 **RIGHTS IN DATA / OWNERSHIP OF INTELLECTUAL PROPERTY:**

The County shall have the use of all data and reports resulting from this Contract. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract

and to the performance hereunder. The parties agree as follows regarding rights in data and ownership of intellectual property:

- 6.20.1 **County Owns County IP.** County reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any computer programs (in object or source code format or any other form), know-how, inventions, processes, data bases, documentation, training materials and any other intellectual property and any tangible embodiments of it (collectively “**Intellectual Property**” or “**IP**”) that County makes available to Avaya (collectively “**County IP**”).
- 6.20.2 **Avaya Owns Avaya IP.** Avaya reserves all rights, including, but not limited to, ownership, title, and all other rights and interest in, and to, any Intellectual Property that Avaya owned prior to providing Services under the Agreement, any Intellectual Property that Avaya develops, creates, or otherwise acquires independently of this Agreement, and any Intellectual Property that Avaya develops, creates, or otherwise acquires (excluding County IP) while performing Services under the Agreement.
- 6.20.3 **County Ownership of Delivered Software.** Upon the effective date of this Agreement, neither party has identified a need for the County to order customized deliverables from Avaya that will result in the transfer of any ownership rights of software or other proprietary data from Avaya to the County. Should such a need arise in the future, however, both parties hereby agree that the County shall have a “perpetual right” to use additional functionality it paid to develop, without any additional cost or fees. It is further agreed that the County reserves the right, if it is unable to come to an agreement on usage and/or ownership, to have the functionality developed by another entity, and Avaya agrees to provide information that it makes available to customers generally, including any interface specifications, in order to facilitate the third party’s ability to implement and support the additional functionality. Prior to any obligation of Avaya to transfer such rights, a written amendment to this Agreement shall be executed by authorized representatives of both parties expressly identifying the subject intellectual property and identifying the ownership rights that will be transferred.

6.21 (Intentionally Removed)

6.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 6.22.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Contract. The Contractor shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.
  - 6.22.1.1 Avaya certifies its own compliance with 6.22.1, however, regarding subcontractors certification Contractor Agrees as follows: 1) upon reasonable request from County; and 2) upon identification of any subcontractor engaged directly on this project for support, Avaya will request such certification from any such subcontractors.
- 6.22.2 The County may request verification of compliance for any contractor performing work under the Contract. Should the County find that the Contractor is not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

- 6.23.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. These warranties shall remain in effect through the term of the Contract.

Avaya certifies its own compliance with 6.23.1, however, regarding subcontractors certification, Avaya agrees as follows: 1) upon reasonable request from County; and 2) upon identification of any subcontractor engaged directly on this project for support, Avaya will request such certification from said subcontractors.

- 6.23.2 The County may request verification of compliance for any contractor performing work under the Contract. Should the County find that the Contractor is not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 CONTRACTOR LICENSE REQUIREMENT:

- 6.24.1 The Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and applicable to Avaya, and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both the **Office of Procurement Services** and the using agency of any and all changes concerning permits, insurance or licenses. Some permit and inspection fees and costs required of Avaya and obtained by Avaya, if necessary, are not included in contract amount and may be an additional charge to County.

- 6.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract. Some permit and inspection fees and costs required of Avaya and obtained by Avaya, if necessary, are not included in contract amount and may be an additional charge to County.

6.25 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

- 6.25.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.25.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.25.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.25.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.25.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.25.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.25.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract upon identification of any such lower tier transactions, such as subcontractors.

6.26 **PRICES:**

The prices charged to Customer under this Agreement will not exceed final prices charged by Avaya to other similar governmental customers within the State of Arizona for the same or substantively similar products or services for comparable quantities under substantially similar terms and conditions. If the price the Customer pays for products and/or services under this Agreement is not the lowest price charged to a governmental customer under the conditions stated above ("Comparison Customer"), in addition to all other remedies available to Customer by law, the Customer is entitled to a refund in the amount of the difference between the price charged to the Customer and the lower price charged to the Comparison Customer, together with interest.

6.27 **GOVERNING LAW:**

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.28 **GOVERNING TERMS AND CONDITIONS / ORDER OF PRECEDENCE:**

The governing terms and conditions are:

- 1) the County Contract (excluding Exhibits referenced in Section 6.30);
- 2) Exhibit C - Other Terms and Conditions; and
- 3) all other Exhibits referenced in Section 6.30 in their aggregate.

In the event of a conflict between or among any of these documents, the order of precedence to be used in interpreting the documents, from highest to lowest in priority and precedence shall be as follows:

- 1) the County Contract (excluding Exhibits referenced in Section 6.30);
- 2) Exhibit C - Other Terms and Conditions; and
- 3) all other Exhibits referenced in Section 6.30, in their aggregate and in the order listed in 6.30 below. Notwithstanding the generality of the foregoing, the mutually agreed to MSOW/DOW/SOW will govern the specific order or project.

6.29 **Entire Agreement:** The Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement and will supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to that subject matter and will not be contradicted or supplemented by any prior course of dealing between the parties. Any modifications or amendments to this Agreement must be in writing physically or electronically and signed by both parties. In no event

shall electronic mail constitute a modification or amendment to this Agreement. If any provision of the Agreement is determined to be unenforceable or invalid by court decision, the Agreement will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law. The failure of either party to assert any of its rights under the Agreement, including, but not limited to, the right to terminate the Agreement in the event of breach or default by the other party, will not be deemed to constitute a waiver by that party of its right to enforce each and every provision of the Agreement in accordance with their terms.

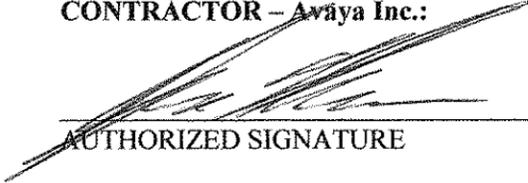
6.30 NCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

- 6.30.1 Exhibit A, Pricing;
- 6.30.2 Exhibit A-1, Pricing Detail;
- 6.30.3 Exhibit A-2, Avaya Discount Products & Services Schedule;
- 6.30.4 Exhibit A-3, SL100/CS2100 Service Plan;
- 6.30.5 Exhibit B, RFP Response Scope of Work;
- 6.30.6 Exhibit B-1, Master Statement of Work;
- 6.30.7 Exhibit C, Additional Terms and Conditions;
- 6.30.8 Exhibit D, Avaya's Long Term Support;
- 6.30.9 Exhibit E, Service Level Agreement;
- 6.30.10 Exhibit F, Contractor Product Detail;
- 6.30.11 Exhibit G, Network Topology Diagrams;
- 6.30.12 Exhibit H, System Architecture Diagrams;
- 6.30.13 Exhibit I, Software and License List;
- 6.30.14 Exhibit J, Video Diagrams;
- 6.30.15 Exhibit K, Vendor Response Tool;
- 6.30.16 Exhibit L, Preliminary Project Plan and Preliminary Major Milestones;
- 6.30.17 Exhibit M, **Office of Procurement Services** Contractor Travel and Per Diem Policy; and
- 6.30.18 Exhibit N, Avaya Project Team

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

CONTRACTOR – Avaya Inc.:

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE

John Nassar – Vice President West  
\_\_\_\_\_  
PRINTED NAME AND TITLE

5976 W. Las Positas Boulevard, Pleasanton, CA 94588  
\_\_\_\_\_  
ADDRESS

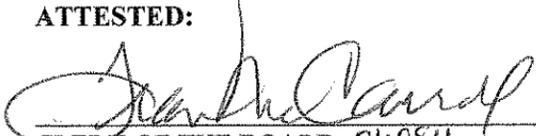
09/26/2011  
\_\_\_\_\_  
DATE

MARICOPA COUNTY:

  
\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

9/28/2011  
\_\_\_\_\_  
DATE

ATTESTED:

  
\_\_\_\_\_  
CLERK OF THE BOARD 060811

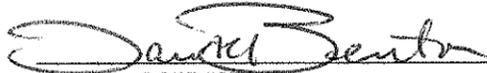
9/28/2011  
\_\_\_\_\_  
DATE

for   
\_\_\_\_\_  
CHIEF INFORMATION OFFICER

9/29/2011  
\_\_\_\_\_  
DATE

Victoria Thomas  
APPROVED AS TO FORM: Sr. Consultant.

9/29/11

  
\_\_\_\_\_  
LEGAL COUNSEL

Sept 27 / 2011  
\_\_\_\_\_  
DATE

**EXHIBIT A**  
**PRICING**

SERIAL 10151-RFP

NIGP CODE: 83883

RESPONDENT NAME:

Avaya Inc

VENDOR NUMBER :

2011001209

ADDRESS:

1501 W. Fountainhead Parkway suite 150

Tempe, Az 85282

P.O. ADDRESS:

TELEPHONE NUMBER:

480 446 5766

FACSIMILE NUMBER:

WEB SITE:

[www.Avaya.com](http://www.Avaya.com)

REPRESENTATIVE:

John Orton Named Account Director **Kathy Koeven**

REPRESENTATIVE E-MAIL:

[jaorton@avaya.com](mailto:jaorton@avaya.com) [kathvkoeven@avaya.com](mailto:kathvkoeven@avaya.com)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	[ X ]		
	<b>Eff.</b>		
	1/1/16	[ X ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ X ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	%
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			

PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING.  
 PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO  
 CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

[ X ] NET 30 DAYS

<b>1.0 PRICING:</b>		
1.1 SOFTWARE PRICE	<b>\$1,157,317.25</b>	Option to provide desktop IM to legacy SL-100 users
	<del>\$1,432,582.95</del>	ACE 644782
1.2 SOFTWARE CUSTOMIZATIONS	\$53,465.00	H/w 20545
		SW 462720

**EXHIBIT A  
PRICING**

1.3 HARDWARE PRICE	\$5,792,985.20 <del>\$5,947,506.74</del>	Services	<u>25211</u> 1153258
1.4 TOTAL SYSTEM PRICE	\$7,003,767.45 <del>\$7,433,554.69</del>	Annual	136306
2.0 IMPLEMENTATION & TRAINING PRICE	\$2,683,169.52		
Total	\$9,686,936.97 <del>\$10,116,724.21</del>	** Pricing includes software support for SL-100 for 4 years when it will be retired.	

3.0 (8AM-5PM) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
3.1 SOFTWARE **	\$357,265.70 <del>82000</del>	\$366,749.09	\$493,298.76	\$594,538.49	\$512,538.49	
3.2 HARDWARE	\$154,521.54 NA	\$219,829.98	\$224,729.98	\$228,649.98	\$228,649.98	
4.0 (8AM-5PM) FULL MAINTENANCE AND SUPPORT CAP	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	
4.1 SOFTWARE	\$512,538.49	\$ 512,538.49	\$512,538.49	\$512,538.49	\$512,538.49	
4.2 HARDWARE	\$228,649.98	\$228,649.98	\$228,649.98	\$228,649.98	\$228,649.98	<b>10 yr TCO = \$16,773,651.30</b>

5.0 (24 X 7) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	
5.1 SOFTWARE **	\$357,265.70 <del>82000</del>	\$366,749.09	\$493,298.76	\$594,538.49	\$512,538.49	
5.2 HARDWARE	\$154,521.54 NA	\$248,905.54	\$255,785.54	\$261,289.54	\$261,289.54	

**EXHIBIT A  
PRICING**

6.0 (24 X 7) FULL MAINTENANCE AND SUPPORT CAP	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10		
6.1 SOFTWARE	\$512,538.49	\$512,538.49	\$512,538.49	\$512,538.49	\$512,538.49		
6.2 HARDWARE	\$261,289.54	\$261,289.54	\$261,289.54	\$261,289.54	\$261,289.54	<b>10 Yr TCO</b>	<b>\$17,062,259.34</b>

1.0 UC VoIP-PRICING:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5		
1.1 SOFTWARE PRICE	<del>\$ 868,102.95</del> <b>\$592,837.25</b>	\$282,240.00	\$156,800.00	\$125,440.00	\$ -		
1.2 SOFTWARE CUSTOMIZATIONS	\$ 53,465.00	\$ -	\$ -	\$ -	\$ -		
1.3 HARDWARE PRICE	<del>\$3,064,190.21</del> <b>\$2,909,668.67</b>	\$884,607.64	\$469,812.91	\$531,446.40	\$ -	\$4,950,057.16	
1.4 UC VoIP TOTAL SYSTEM PRICE	<del>\$3,985,758.16</del> <b>\$3,555,970.92</b>	\$1,166,847.64	\$626,612.91	\$656,886.40	\$ -		
2.0 VoIP IMPLEMENTATION & TRAINING PRICE	\$2,415,669.52						
3.0 VIDEO CONFERENCE ROOMS	YEAR 1	YEAR 2	YEAR 3				
3.1 SOFTWARE PRICE	\$ -	\$ -	\$ -	Included in core VoIP software			
3.2 SOFTWARE CUSTOMIZATIONS	\$ -	\$ -	\$ -				
3.3 HARDWARE	\$508,148.13	\$300,253.16	\$189,048.29			\$997,449.58	\$5,947,506.74
3.4 VIDEO CONFERENCE ROOMS TOTAL SYSTEM PRICE	\$508,148.13	\$300,253.16	\$189,048.29				
4.0 VIDEO CONFERENCE ROOMS IMPLEMENTATION & TRAINING PRICE	\$267,500.00						
5.0 TOTAL SYSTEM PRICE	<b>\$6,747,288.57</b>	\$1,467,100.80	\$815,661.20	\$656,886.40	\$ -	<b>\$9,686,936.97</b>	

**EXHIBIT A**  
**PRICING**

\$7,177,075.81

\$10,116,724.21

**EXHIBIT A-2**  
**AVAYA DISCOUNT PRODUCTS & SERVICES SCHEDULE**

Item #	Qty	Proposed Equipment Detailed	Price List	Discounts	Extended Price
195313	2	COMPACT FLASH READER W/FLSHCRD RHS	\$ 110.25	0.51	\$ 220.50
216893	1	MGMT R6 SITE ADMIN - STD/ENT ED LIC	\$ -	0	\$ -
216896	1	MGMT R6 NTWK MGMT - ENT ED LIC	\$ -	0	\$ -
216899	1	SYSTEM MANAGER R6 LIC	\$ -	0	\$ -
225145	1	AVAYA AURATM R6 SFTW ENTITLEMENT LIC	\$ -	0	\$ -
225925	1	CC R6 NEW ELITE PER AGT 1-100	\$ 367.50	0.51	\$ 367.50
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD	\$ -	0	\$ -
228490	3	ONE-X AGT R2 LIC FREE-MAX 3 PLD	\$ -	0	\$ -
229377	1	LARGE ENTERPRISE DUPLEX SOLUTION	\$ -	0	\$ -
229379	2	SURVIVABLE CORE SOLUTION	\$ -	0	\$ -
229380	4	SURVIVABLE REMOTE SOLUTION	\$ -	0	\$ -
232177	323	AURA R6 SE BNDL CONF UPG LIC	\$ 58.80	0.51	\$ 18,992.40
245457	16108	AVAYA AURATM R6 EE 1001+ UPLIFT LIC	\$ 39.20	0.51	\$ 631,433.60
259401	1	MEDIA ENCRYPTION R6+/MBT	\$ -	0	\$ -
259761	1	AVAYA AURATM PS R6.X SP TMPLT DWNLD	\$ -	0	\$ -
260052	16108	AES 6.X BSC TSAPI UPLIFT FOR CM6	\$ 9.80	0.51	\$ 157,858.40
263127	1	AVAYA AURATM DL360G7 PS R6.1 SRVR BL	\$ 10,290.00	0.51	\$ 10,290.00
263764	2	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 8,624.00
263916	16108	AVAYA AURATM R6 STD ED ASIPP LIC	\$ 20.58	0.51	\$ 331,502.64
405362641	6	PWR CORD USA	\$ 9.80	0.51	\$ 58.80
700465305	2	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 3,085.50
700500376	108	VIDEO CONF MGR R6.0 LIC QTY 50+	\$ 122.01	0.51	\$ 13,177.08
700500751	1	ADMIN TOOLS R6.0 CD	\$ 24.50	0.51	\$ 24.50
700500752	1	NETWORK MGMT TOOLS R6.0 DVD	\$ 24.50	0.51	\$ 24.50
700500754	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	0	\$ -
700500958	1	AVAYA AURATM SESSION MGR R6.1 DVD	\$ 24.50	0.51	\$ 24.50
700500959	1	AVAYA AURATM SM R6.1 RH KICKSTRT DVD	\$ 24.50	0.51	\$ 24.50
700501093	2	DL360G7 SRVR 2CPU MID4	\$ 5,586.00	0.51	\$ 11,172.00
700501393	1	AVAYA AURATM SYS MANAGER 6.1 SP1 DVD	\$ 24.50	0.51	\$ 24.50
228744	16108	UCE R5.2+ ONE-X MBL R1/5.X CLIENT /E	\$ -	0.51	\$ -

**EXHIBIT A-1**  
**PRICING DETAIL**

228746	16108	UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$ -	0.51	\$ -
228747	16108	UCE R5.2+ AE SVCS R5.X UNFD DSKTP /E	\$ -	0.51	\$ -
228933	16108	UCE R5.2+ IP SOFTPHONE R6.X LIC /E	\$ -	0.51	\$ -
229191	16108	UCE R6 ONE-X COMM R6 SFTW /E	\$ -	0.51	\$ -
229194	16108	UCE R6 EC500 R9 SM LIC /E	\$ -	0.51	\$ -
405362641	6	PWR CORD USA	\$ 9.80	0.51	\$ 58.80
700406101	1	DS1 LOOPBACK JACK 700A RHS	\$ 71.05	0.51	\$ 71.05
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
700459498	1	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 490.00
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA	\$ 1,470.00	0.51	\$ 1,470.00
700500929	2	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 49.00
700500961	2	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 49.00
700501092	2	DL360G7 SRVR 2CPU MID3	\$ 5,586.00	0.51	\$ 11,172.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263765	1	DL360G7 SRVR 1CPUH1 CM6.0.1 DUPLEX	\$ 10,535.00	0.51	\$ 10,535.00
405362641	4	PWR CORD USA	\$ 9.80	0.51	\$ 39.20
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
700459498	1	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 490.00
700465305	2	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 3,085.50
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263764	1	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 4,312.00
405362641	9	PWR CORD USA	\$ 9.80	0.51	\$ 88.20
700459456	8	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 33,320.00
700459472	24	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 32,928.00
700465305	1	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 1,542.75
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 24.50
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 24.50
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263764	1	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 4,312.00
405362641	13	PWR CORD USA	\$ 9.80	0.51	\$ 127.40
700459456	6	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 24,990.00
700459472	18	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 24,696.00
700459498	6	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 2,940.00
700465305	1	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 1,542.75
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 24.50
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 24.50

**EXHIBIT A-1  
PRICING DETAIL**

193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
700459498	1	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 490.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263764	1	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 4,312.00
405362641	5	PWR CORD USA	\$ 9.80	0.51	\$ 49.00
700459456	4	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 16,660.00
700459472	12	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 16,464.00
700465305	1	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 1,542.75
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 24.50
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 24.50
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW	\$ -	0	\$ -

**EXHIBIT A-1**  
**PRICING DETAIL**

		SITE			
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60

**EXHIBIT A-1**  
**PRICING DETAIL**

700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	1	PWR CORD USA	\$ 9.80	0.51	\$ 9.80
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263764	1	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 4,312.00
405362641	4	PWR CORD USA	\$ 9.80	0.51	\$ 39.20
700459456	3	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 12,495.00

**EXHIBIT A-1  
PRICING DETAIL**

700459472	9	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 12,348.00
700465305	1	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 1,542.75
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 24.50
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 24.50
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	6	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 8,232.00
229160	6400	ONE-XC VIDEO R6.X PLDS NEW ONE LIC	\$ 20.58	0.51	\$ 131,712.00
700395445	1	120A CSU CABLE 50FT RHS	\$ 36.75	0.51	\$ 36.75
700425671	120	POLYCOM SW ACTIVATION KEY RMX GLOBAL	\$ -	0	\$ -
700500107	25	A175 VIDEO DEVICE	\$ 2,208.00	0.4	\$ 55,200.00
700500110	25	A175 VIDEO DEVICE BATTERY	\$ 177.00	0.4	\$ 4,425.00
700500333	34	AVAYA VIDEO CONF PHONE 1000	\$ 833.00	0.51	\$ 28,322.00
700500336	89	AVAYA 1030 VIDEO NO CHINA JPN RUS	\$ 4,899.51	0.51	\$ 436,056.39
700500337	83	AVAYA VIDEO MICPOD 1000 NO CHINA	\$ 220.50	0.51	\$ 18,301.50
700500344	83	AVAYA VID MICPOD EXT CABLE NO CHINA	\$ 73.50	0.51	\$ 6,100.50
700500347	19	AVAYA 1020 VIDEO NO CHIN JPN RUS	\$ 2,449.51	0.51	\$ 46,540.69
195476	1	SOFTWARE SUPPORT COMMUNICATION MGR MODEL	\$ -	0	\$ -
218829	1	SSU CC R6.X ELITE AGENT 1-100 AN	\$ 6.43	0.51	\$ 6.43
36 months			\$ -		\$ -
POS			\$ -		\$ -
219645	16108	SSU AURA R6 SE U/M/101-1K N AN	\$ 1.12	0.51	\$ 17,995.86
36 months			\$ -		\$ -
POS			\$ -		\$ -
219657	16108	SSU AURATM6 ENT ED 1001+ AN	\$ 1.41	0.51	\$ 22,652.68
36 months			\$ -		\$ -
POS			\$ -		\$ -
219892	16108	SSU UCE R5.2+ONE-X MBL R1/5.X CLNT /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -
219894	16108	SSU UCE R5.2+ ONE-X PORTAL R5.X STD /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -

**EXHIBIT A-1**  
**PRICING DETAIL**

219895	16108	SSU UCE R5.2+ AES R5.2+ UNFD DSKTP /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -
219897	16108	SSU UCE R5.2+ IP SOFTPHONE R6.X /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -
219901	16108	SSU UCE R6.X ONE-X COMM R6.X SFTW /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -
219942	6400	SSU ONE-XC R6.X PLDS/CM R5 VIDEO AN	\$ 0.36	0.51	\$ 2,320.64
36 months			\$ -		\$ -
POS			\$ -		\$ -
220062	16108	SSU UCE R6.X EC500 R9.X SINGLE MODE /E	\$ -	0.51	\$ -
36 months			\$ -		\$ -
POS			\$ -		\$ -
220287	16108	SSU AES R6.X BSC TSAPI AN	\$ 0.34	0.51	\$ 5,525.04
232157	1	CONF R6.X STD LIC	\$ 294.00	0.51	\$ 294.00
232160	500	CONF R6.X UC CLNT LIC	\$ 9.80	0.51	\$ 4,900.00
232162	500	CONF R6.X AWC LIC	\$ 156.80	0.51	\$ 78,400.00
263801	1	R610 MX SRVR 2CPU HI1	\$ 10,780.00	0.51	\$ 10,780.00
405362641	2	PWR CORD USA	\$ 9.80	0.51	\$ 19.60
700500055	1	CONF R6 MSFT OCS CD	\$ -	0	\$ -
700500056	1	CONF R6 MSFT OUTLOOK CD	\$ -	0	\$ -
195385	1	SOFTWARE SUPPORT MEETING EXCHANGE MODEL	\$ -	0	\$ -
220227	1	SSU CONF R6.X STD AN	\$ 5.15	0.51	\$ 5.15
36 months			\$ -		\$ -
POS			\$ -		\$ -
220232	500	SSU CONF R6.X UC CLNT AN	\$ 0.17	0.51	\$ 85.75
36 months			\$ -		\$ -
POS			\$ -		\$ -
220237	500	SSU CONF R6.X AWC AN	\$ 2.74	0.51	\$ 1,372.00
36 months			\$ -		\$ -
POS			\$ -		\$ -
212365	1	ADDITIONAL PRODUCTS CATALOG MODEL	\$ -	0	\$ -
225740	2	POLY RMX/MGC PWR CORD NAR SA VE	\$ -	0	\$ -
700501608	1	POLY RMX CALA EMEA NA VRMX2760HDR	\$ 207,515.00	0.51	\$ 207,515.00
700501635	1	POLY RMX ASIA CALA NA VSHP0015	\$ 127.40	0.51	\$ 127.40
700501651	1	POLY VBP CALA NA 2583-22563-002	\$ 5,267.50	0.51	\$ 5,267.50
700383326	16000	96XX RPLCMNT LINE CORD	\$ 5.95	0.15	\$ 95,200.00

**EXHIBIT A-1**  
**PRICING DETAIL**

700480585	16000	IP PHONE 9608	\$ 146.51	0.51	\$ 2,344,160.00
195313	2	COMPACT FLASH READER W/FLSHCRD RHS	\$ 110.25	0.51	\$ 220.50
216893	1	MGMT R6 SITE ADMIN - STD/ENT ED LIC	\$ -	0	\$ -
216899	1	SYSTEM MANAGER R6 LIC	\$ -	0	\$ -
225145	1	AVAYA AURATM R6 SFTW ENTITLEMENT LIC	\$ -	0	\$ -
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD	\$ -	0	\$ -
229377	1	LARGE ENTERPRISE DUPLEX SOLUTION	\$ -	0	\$ -
229379	2	SURVIVABLE CORE SOLUTION	\$ -	0	\$ -
248251	1	R6 STD ED SURVIVE CORE USER SW LIC	\$ 12.25	0.51	\$ 12.25
259401	1	MEDIA ENCRYPTION R6+/MBT	\$ -	0	\$ -
259761	1	AVAYA AURATM PS R6.X SP TMLPT DWNLD	\$ -	0	\$ -
260052	1	AES 6.X BSC TSAPI UPLIFT FOR CM6	\$ 9.80	0.51	\$ 9.80
263127	1	AVAYA AURATM DL360G7 PS R6.1 SRVR BL	\$ 10,290.00	0.51	\$ 10,290.00
263764	2	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 8,624.00
263916	1	AVAYA AURATM R6 STD ED ASIPP LIC	\$ 20.58	0.51	\$ 20.58
405362641	6	PWR CORD USA	\$ 9.80	0.51	\$ 58.80
700465305	2	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 3,085.50
700500751	1	ADMIN TOOLS R6.0 CD	\$ 24.50	0.51	\$ 24.50
700500752	1	NETWORK MGMT TOOLS R6.0 DVD	\$ 24.50	0.51	\$ 24.50
700500754	1	PROGNOSIS VOIP MONITORING R3 CD	\$ -	0	\$ -
700500958	1	AVAYA AURATM SESSION MGR R6.1 DVD	\$ 24.50	0.51	\$ 24.50
700500959	1	AVAYA AURATM SM R6.1 RH KICKSTRT DVD	\$ 24.50	0.51	\$ 24.50
700501093	2	DL360G7 SRVR 2CPU MID4	\$ 5,586.00	0.51	\$ 11,172.00
700501393	1	AVAYA AURATM SYS MANAGER 6.1 SP1 DVD	\$ 24.50	0.51	\$ 24.50
405362641	14	PWR CORD USA	\$ 9.80	0.51	\$ 137.20
700459456	10	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 41,650.00
700459472	30	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 41,160.00
700500929	2	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 49.00
700500961	2	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 49.00
700501092	2	DL360G7 SRVR 2CPU MID3	\$ 5,586.00	0.51	\$ 11,172.00
193806	1	UTILITY TRIGGER REM GATEWAY NEW SITE	\$ -	0	\$ -
263764	2	DL360G7SRVR CM5.2.1+ S/D/MBT/SBC	\$ 4,312.00	0.51	\$ 8,624.00
405362641	4	PWR CORD USA	\$ 9.80	0.51	\$ 39.20
700459456	1	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 4,165.00
700459472	3	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 4,116.00
700459498	1	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 490.00
700465305	2	PW9130 1500 120V RACK W /SNMP CARD	\$ 1,542.75	0.15	\$ 3,085.50

**EXHIBIT A-1**  
**PRICING DETAIL**

195476	1	SOFTWARE SUPPORT COMMUNICATION MGR MODEL	\$ -	0	\$ -
219667	1	TRACK SUPT AURATM R6 STD ED N1 /M	\$ -	0	\$ -
POS			\$ -		\$ -
220287	1	SSU AES R6.X BSC TSAPI AN	\$ 0.34	0.51	\$ 0.34
407349299	1	ECAS INSTALL EA ADD CONSECUTIVE DAY	\$ 1,275.00	0.15	\$ 1,275.00
407349307	64	ECAS DATABASE PREP/OTHER TO 250 EXT	\$ 246.50	0.15	\$ 15,776.00
700423429	1	ECAS SFTW INCL 5-SITES&RSP 20000 LIC	\$ 28,394.25	0.15	\$ 28,394.25
227272	1	SAL STDALN GATEWAY LIC R1.5 DWNLD	\$ -	0	\$ -
229380	1	SURVIVABLE REMOTE SOLUTION	\$ -	0	\$ -
405362641	5	PWR CORD USA	\$ 9.80	0.51	\$ 49.00
700012909	1	24 PORT LINE PATCH PANEL	\$ 220.50	0.51	\$ 220.50
700406101	1	DS1 LOOPBACK JACK 700A RHS	\$ 71.05	0.51	\$ 71.05
700406267	1	S8300/S8400 CD/DVD ROM DRIVE RHS	\$ 171.50	0.51	\$ 171.50
700459456	2	G450 MP80 W/POWER SUPPLY NON-GSA	\$ 4,165.00	0.51	\$ 8,330.00
700459472	9	80 CHANNEL DAUGHTERBOARD	\$ 1,372.00	0.51	\$ 12,348.00
700459498	3	G450 POWER SUPPLY	\$ 490.00	0.51	\$ 1,470.00
700463532	1	S8300D SERVER - NON GSA	\$ 1,764.00	0.51	\$ 1,764.00
700466626	1	MM711 ANLG MEDIA MODULE - NON GSA	\$ 784.00	0.51	\$ 784.00
700466634	1	MM710B E1/T1 MEDIA MODULE - NON GSA	\$ 1,470.00	0.51	\$ 1,470.00
700466642	1	MM716 ANLG MEDIA MOD 24FXS - NON GSA	\$ 1,470.00	0.51	\$ 1,470.00
700500929	1	AVAYA AURATM SYSTEM PLTFRM 6.0.3 DVD	\$ 24.50	0.51	\$ 24.50
700500961	1	AVAYA AURATM R6.0.1 MEDIA DVD	\$ 24.50	0.51	\$ 24.50
700395445	1	120A CSU CABLE 50FT RHS	\$ 36.75	0.51	\$ 36.75
185579	1	COMPREHENSIVE SUPPORT MODEL	\$ -	0	\$ -
227273	1	SAL POLICY SRVR LIC R1.5 DWNLD	\$ -	0	\$ -
700466642	21	MM716 ANLG MEDIA MOD 24FXS - NON GSA	\$ 1,470.00	0.51	\$ 30,870.00
MSL00202	1	SL100 UC Tech	\$ 352,600.00	0.30	\$ 247,642.00
N0195778	3	SL100 Software	\$ 18,500.00	0.25	\$ 41,625.40
MESP	1	Survivable Core Elements	\$ 168,584.00	0.25	\$ 126,437.97
					\$ 5,947,506.74

**EXHIBIT A-2**  
**AVAYA DISCOUNT PRODUCTS & SERVICES SCHEDULE**

**Discount Schedule and Purchase Commitments**

**1. Product Discount Schedule**

The following discounts, to be applied to the prices in Avaya's Global Price List (GPL), shall apply to Products purchased under this Agreement for five (5) years after the Effective Date. The discounts shall apply only to the Product price and shall not apply to any other items, including but not limited to Implementation & Professional Services, Maintenance Services, other Services, shipping, taxes, or transportation charges.

<i>Avaya Product Group</i>	<i>Material Price Group ("MPG")</i>	<i>Price Group Description</i>	<i>Discount</i>	
Definity® / Intuity / MultiVantage Group Hardware and Software	A1	CM Common Equipment	51.00%	
	A2			
	DU			
	DP			CM CSI Server
	DR			CM R Server
	DS			CM SI Server
	IG	CM S8500, S8700, S8710, S8720 Server and Gateways	51.00%	
	IH	S8300 Server and Gateways		
	IR	S8100 Server		
	DA	CM Application Software	51.00%	
	IS	IP Common Software		
	DB	INTERGRATED MGMT		
	HT	High Density Trunk Gateways	15.00%	
IP Terminals	IE	IP Endpoints	51.00%	
	IT	IP Softconsole		
	DT	DCP Terminals		
Messaging, Speech Access and Unified Communications Software	OR	Octel 250/350	51.00%	
	OS	Octel 200/300		
	DX	Audix		
	U2	Modular Messaging Hardware		
	U3	Modular Messaging Software		
	IL	ECAD - Intuity Lodging		
	IM	Internet Messaging		

**EXHIBIT A-2**  
**AVAYA DISCOUNT PRODUCTS & SERVICES SCHEDULE**

	W1	Converged Conferencing Hardware	
	W2	Converged Conferencing Software	51.00%
	UM	Unified Messaging	
	UC	Unified Communication	
	IA	ECAD - Intuity Audix	
	I6	Intuity Audix hardware	
	IB	ECAD - Intuity Interchange	
Call Center Solution	CR	CRM/Call Management Software	51.00%
	NH	ECAD/ Call Center CTI	
	QQ	ECAD Contact Center	
Collaborative Peripherals	RC	Polycom Peripherals, Pictoretel	15.00%
	RK	OEM - Other HW/SW including Data Access - Paradyne	
	XR	Peripheral Equipment / Analog Terminals	
WFO	QW	WFO	51.00%
Non-Discountable	DC	CM Custom Software	0.00%
	TR	Training	
	WX	Wireless Resale	
	ZC	ECAD - Non-Discountable	
	ZN	Non-Discountable	
	ZO	OEM - Custom Solutions	
	ZS	SMBS Non-Discountable	
	ZZ	Misc. Equipment	

**2. Other Discounts:**

- a. Discountable Installation and Professional Services – 15% of GPL.
- b. Discountable Hardware Maintenance – 10% of GPL.

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



**SL100/CS2100**  
**Modularized Extended Service Plan**

**Maricopa County**  
("Customer")

located in:

**PHOENIX, Az**

**Presales Proposal: 435538v2 LN 09202011**

**CLLI: PHNYAZ32CG0 site: 1038498**

**THE PRICES QUOTED IN THIS PRESALES PROPOSAL ARE EFFECTIVE THROUGH**  
**12/20/11**

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



435538v2 LN 09202011

## **Executive Summary**

### **Presales Proposal for Modularized Extended Service Plan**

**Avaya service expertise will help meet increasing operational demands to improve network performance and reliability.**

The Avaya Modularized Extended Service Plan ("MESP") is a comprehensive package of services with a preestablished price designed to provide support similar to that offered during Warranty. MESP represents the most complete, cost effective post warranty support available. The need for sophisticated service offerings, coupled with the growing demand to free telecommunications personnel from daily operations, positions the MESP as the solution for meeting both system performance requirements and business objectives. The MESP has significant benefits for the Customer and is offered on a one year minimum basis.

Several of the benefits are:

Annual Billing

Working relationships established with the Customer during the warranty continue; no momentum is lost during a transition.

An MESP extends our commitment to maintaining one standard of support: Excellence. MESP Core Services consists of eService, TAS and Design Change Support for hardware and software, to provide the primary services required for daytoday support of Meridian SL100/CS2100 service operations.

The Customer can expand MESP Core TAS coverage to include optional services to customize their individual needs of support. Optional Services available for purchase in addition to Core TAS Services include:

- Repair and Return of PCP, includes disk drives, tape drives, attendant consoles
- Station Equipment Maintenance
- Patch Download
- Corrective Content

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**

435538V2 LN 08202011

**Pricing Summary**

The prices quoted for Services identified in this presales proposal are based on the Host and remotes having 12,000 active ports. Pricing is subject to yearly polling and annual pricing escalations not to exceed changes in the consumer price index. Pricing after year one is for budgetary planning purposes only.

Please note: Effective September 1, 2009, ONP services are no longer included in new MESP support agreements (Reference Distributor Notification N981C1) If and when an MESP contracted customer chooses to upgrade their software, an ONP will need to be purchased separately (order code N0195286) if it is required for implementation of that customer's software upgrade. If the ONP is required for the customers specific upgrade, then order code N0195286 is required, not optional.

The Customer is responsible for establishing a process by which either their personnel or the switch technicians may obtain a valid purchase order number for billable repairs not covered by this MESP as well as expediting fees associated with an advance replacement. The Customer's personnel or switch technicians must provide Repair/Replacement Customer Service with a copy this purchase order number upon initial contact for these orders. A blanket PO can be set up ahead of time with Avaya's SL100/CS2100 Contract Administrator for this purpose.

Pricing in Conjunction with SL100 Support for Maricopa County

Project: 11AZ1137

	Per Year	
TAS Support (GR1075) - originally Quoted	\$	72,000
Patch Download (GR1082) originally Quoted	\$	10,000
Repair & Return Parts (GR1083)	\$	67,200
 Resident Engineer	 \$	 250,000

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**

***Service Description Document (SDD)***

<b><i>Service</i></b>	<b><i>Modularized Extended Service Plan (MESP) for Meridian SL-100/ Communication Server 2100</i></b>
<b><i>Version</i></b>	<b><i>v4.0</i></b>
<b><i>Issue</i></b>	<b><i>1 March 2011</i></b>
<b><i>Availability</i></b>	<b><i>North America</i></b>
<b><i>Purpose</i></b>	<b><i>This document details the Service Description for Modularized Extended Service Plan for Meridian SL-100/CS 2100.</i></b>

**AVAYA**

INTELLIGENT COMMUNICATIONS

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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**TABLE OF CONTENTS**

1 Detailed Service Description ..... 1

    1.1 Deliverables ..... 1

        1.1.1 MESP Core Services – Remote Technical Support (GR1075000)..... 1

        1.1.2 MESP Optional Services..... 4

    1.1 Deliverables ..... 5

    1.2 Prerequisites ..... 6

2 Key Performance and Service Levels ..... 6

    2.1 Key Performance Indicators (KPIs)..... 6

    2.2 Service-Level Agreements (SLAs) ..... 6

3 Roles and Responsibilities ..... 6

    3.1 Avaya Responsibilities ..... 6

    3.2 Customer Responsibilities ..... 7

4 Assumptions and Acceptance ..... 8

    4.1 Assumptions ..... 8

    4.2 Acceptance Criteria ..... 10

5 Exclusions and Timelines ..... 10

    5.1 Exclusions..... 10

    5.2 Timelines ..... 11

6 Appendix..... 11

    6.1 Order Codes ..... 11

## EXHIBIT A-3 SL100/CS2100 SERVICE PLAN



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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### 1 Detailed Service Description

The Avaya Modularized Extended Service Plan (MESP) is a comprehensive package of services with a pre-established price representing the most complete, cost-effective support available. The need for sophisticated service offerings, coupled with the growing demand to free telecommunications personnel from daily operations, positions the MESP as the solution for meeting both system performance requirements and business objectives. The MESP has significant benefits for the customer and is offered on a one-year minimum basis. Several of the benefits are:

- By periodic billing, predetermined costs are identified for annual contracts. Annual billing eases customer planning and budgeting for maintenance expenses
- MESP sites will receive eService, which enables online self-help tools such as electronic software delivery, access to self-help solutions database, easily searched documentation, online case management and other tools.

This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Life Cycle Management Practice.

#### Availability

This service is available in North America.

### 1.1 Deliverables

#### 1.1.1 MESP Core Services – Remote Technical Support (GR1075000)

An MESP extends Avaya's commitment to maintaining one standard of customer support: Excellence. MESP Core Services consists of eService, Enterprise Technical Support, and Design Change Support for hardware and core software loads, to provide the primary services required for day-to-day support of Meridian SL-100/Communication Server 2100 (CS 2100) service operations.

#### eSERVICE

eService provides online self-help tools such as electronic software delivery, access to self help solutions database, easily searched documentation, online case management and other tools.

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

**Global Support SERVICE (GSS)**

Remote Technical Support (RTS) provides support for customer experiencing operational difficulties. RTS will diagnose and assist in problem resolution by telephone or data link to the end user office. Special remote terminals allow RTS to communicate with the system to diagnose fault conditions and recommend corrective action. This service is available during business hours, 08:00 to 17:00 Central Time, Monday through Friday. It is primarily used for analysis of routine technical problems from site personnel and system-generated information.

- Call Center Technical Support – Telephone support that provides technical assistance with diagnosis of defects or failures in the Avaya hardware and operational software (“products”) in conformance with published documentation. It addresses Business Critical, Major or Minor issues as defined in TL9000 Severity Classifications.
- Emergency Recovery Services (ER), which addresses E1 emergency issues, as defined in TL9000 Severity Classifications.

TL9000 Priority	Priority	Description
Critical	E1 Loss of service	Issues that severely affect service, capacity/traffic, billing and maintenance capabilities and require immediate corrective action, regardless of time of day or day of the week.
Major	Business Critical Service and performance affecting	Any major degradation in system or service performance that affects service quality or significantly impairs network operator control or operational effectiveness. An overall network is degraded, resulting in severe limitations to operations, or a network management software product has a major feature that is not working properly, with only difficult workaround.
	Major Service and performance affecting	Issues that result in conditions that seriously affect system operation, maintenance or administration, etc. and require immediate attention. The priority is lower than Business Critical issues because of the less severe or less imminent impact on system performance, on the customer and on the customer’s operation and revenue.
Minor	Minor Non-service or - performance affecting	Issues that do not significantly impair the functioning of the system and do not significantly affect service to the customer. These problems are tolerable during system use.

**Remote Technical Support (RTS)**

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
 Communication Server 2100

INTELLIGENT COMMUNICATIONS

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Avaya will provide technical assistance as it is defined in the Services Definition Document (SDD). Some situations may arise that will result in a service request being considered as billable. Such situations include, but are not limited to:

- Requests resulting from problems with equipment not furnished by Avaya
- Requests where the problem solution was available via Avaya documentation such as Technical Practices, Advisory Bulletins, or release documents
- Requests that result in altering the design intent of standard software in order to provide customer requested changes in operations
- Requests for on-site assistance in lieu of remote testing
- Non-emergency requests outside normal business hours (08:00 to 17:00 Central Time, Monday through Friday) unless scheduled with appropriate RTS manager in advance
- Requests for assistance in performing system data changes or changes to write-restricted tables
- Requests for assistance in identifying faulty hardware or software for which standard maintenance fault-locating procedures exist

#### **Software Support Categories**

Avaya provides new features and enhanced software functionality through the release process. Due to the evolving nature of this demand-driven process, it becomes necessary to clearly define the level of support associated with specific loads as they move from one support category to another over time. Adhering to the guidelines contained in these publications helps customers avoid undue problems. During the MESP period, Avaya provides the following four levels of support categories for installed software, which is covered by a current Avaya Software License Agreement:

- **General Availability (GA):** Production software available for shipment with new systems. Normal business processes apply. Full product sales and support offered
- **Manufacturer Support (MFS):** No longer available for shipment with new system orders, expansions typically allowed. Technical Support / Troubleshooting Documentation Availability & updates, new and existing bug fixes, repair and return hardware
- **Extended Services Support (ESS):** No longer available for purchase. Technical Support / troubleshooting, Documentation Available
- **End of Services Support (EoSS):** Avaya will cease to provide any type of support

This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Life Cycle Management Practice.

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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### 1.1.2 MESP Optional Services

Customers can expand MESP Core coverage to include optional services. MESP Optional Services for the Meridian SL-100/CS 2100 (customer) consist of Patch Download, Corrective Content Management, 10 day Repair and Replacement of Printed Circuit Pack (PCP) and Station Equipment Maintenance. See below for details on optional offers:

- **Patch Download (GR1082000)**

Provides the deployment of the Patch / Service Pack to the customer's server as needed on a scheduled basis i.e. Designated FTP Server. Requires that the partner or certified individual to deploy patch to the switch.

This service offer must be set up and coordinated with the Global Software Delivery Services. Upon purchase of this offer, coordinate with Services Account Manager (SAM) or Channel Account Manager (CAM).

- **Corrective Content Management (GR1079000)**

Provides for the deployment of the Patch / Service Pack to the customer's device, this is scheduled on a monthly basis. Activity is Coordinated with customers monthly maintenance window. Includes software and firmware for switch and major components (end terminals not included in support).

This service offer must be set up and coordinated with the Global Software Delivery Services. Upon purchase of this offer, coordinate with Services Account Manager (SAM) or Channel Account Manager (CAM).

- **10 Day Return and Repair (GR1083000)**

Customers can add Avaya PCP Repair and Replacement service to provide timely and efficient service for units—in routine and emergency situations. Routine Repair and Replacement of PCP includes disk drives, tape drives and attendant consoles. This is a 10 Business Day Return and Repair Service

#### **Routine Repair Service**

Routine repair service is available during Avaya business hours (08:00 to 17:00 Central Time, Monday through Friday). Calls received after business hours are forwarded to a RTS representative who determines the needs and priority of a situation.

#### **Emergency Repair Service**

Emergency repair orders are accepted 24 hours a day, seven days a week. Defective parts that are vital to the call processing ability of the system qualify for Emergency Part Dispatch. This service is not meant to replace the partner's own program of carrying critical spares. An emergency surcharge will be applied per unit

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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will be assessed for each order plus actual shipping charges. One or more of the following conditions could signal the need for emergency service:

- The last spare of a circuit pack has been used to replace a defective pack in the switch, and all similar packs in the switch are carrying live traffic.
- RTS determines that emergency service is required to correct the situation.

Avaya will employ reasonable efforts to ship an equivalent part within 24 hours following acceptance of an Emergency order. Shipment of the order within 24 hours is contingent upon stock availability. Avaya does not require that the defective part be received from the customer before sending the like-for-like part. The partner is responsible for returning the defective part to Avaya within 30 days of the shipment date. If, for any reason, Avaya does not receive the defective part in repairable condition within the specified time period, Avaya will invoice the partner for the replacement part at the then-current list price.

#### **Station Equipment Maintenance**

Avaya will provide, at their option, a repaired, functionally equivalent replacement station set or new station set in exchange for the defective station set. A station set is defined as one used with a Meridian SL-100/CS 2100 and has been purchased from Avaya. Station Equipment Maintenance is a routine service and target turnaround is 14 days after receipt by Avaya of the defective station set. This service is available on a routine basis only.

### **1.1 Deliverables**

Avaya MESP 10 Business Day Return and Repair includes:

- FRU repair – If Avaya diagnoses that a reported problem is due to a failed hardware component and after the customer initiates a request to Avaya to obtain and assign an RMA number, the customer must return the defective component to the designated Avaya repair facility at their expense. Avaya repairs or replaces the faulty FRU and ships it back to the customer within 10 business days after receipt at an Avaya repair facility. Avaya provides repaired or replacement FRUs on a like-for-like equivalent basis (feature, function and fit compatible).
- Escalation management – The Call Center is the escalation point for the customer for raising unsatisfactory service conditions or immediate concerns associated with the service delivery. Internal escalations begin when a condition prevents Avaya from meeting the dispatch target or when the customer's service request conflicts with the Avaya service entitlement database.
- Depending on the product, information available through the Avaya Customer Service web site may include, but is not limited to (i) status review of known hardware and operational software problems; (ii) access to technical documentation; (iii) ability to log a case; (iv) status view of outstanding RMAs.

## **EXHIBIT A-3**

### **SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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### **1.2 Prerequisites**

A Resident Engineer is a pre-requisite for GR1075000 MESP -Wholesale/Direct. This can be supported through Avaya or an Authorized Business Partner.

## **2 Key Performance and Service Levels**

This section defines the Key Performance Indicators (KPIs) and Service-Level Agreements (SLAs) against which the project scope will be measured.

### **2.1 Key Performance Indicators (KPIs)**

No KPIs apply to this service.

### **2.2 Service-Level Agreements (SLAs)**

MESP – 10 Business Day Return and Repair provides repaired or replacement parts.

After the Avaya Call Center validates the customer's request for a replacement FRU and assigns an RMA number, Avaya ships a repaired or replacement FRU within 10 days of receipt of the defective FRU at a Avaya repair facility.

Diagnosis and troubleshooting required to identify the faulty FRU to be replaced must be completed prior to requesting the replacement FRU.

## **3 Roles and Responsibilities**

This section defines the detailed Avaya and customer responsibilities needed to successfully complete the project. The responsible party is accountable for delivering the specific activity defined in section 1.1.

### **3.1 Avaya Responsibilities**

Avaya is responsible for:

- Assisting with fault diagnosis required to identify the FRU to be replaced and to occur prior to assignment of the RMA number.
- Assigning an RMA number to each FRU to be replaced and notifying the customer of the relevant RMA numbers.
- Shipping a repaired or replacement FRU (feature, function and fit compatible) within 10 days of receipt of the defective FRU at an Avaya repair facility. Return shipment of repaired or replaced FRU to the customer's designated location will be included with this SDD. Shipment methods will be determined by Avaya.

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
 Communication Server 2100

INTELLIGENT COMMUNICATIONS

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### 3.2 Customer Responsibilities

The customer is responsible for:

- Requesting technical assistance from Avaya in diagnosing a fault prior to requesting parts replacement.
- Initiating a request to Avaya to obtain an RMA number if Avaya diagnoses that a reported problem is due to a failed hardware FRU.
- Facilitating Avaya remote-access diagnostics capability to facilitate remote diagnostics, which can take a number of forms from modem access to Virtual Private Network (VPN) tunnels, Avaya prefers that the customer provide broadband Internet access (1 megabyte/second or higher throughput) 24 hours a day, seven days a week, as well as providing all necessary authorizations for remote access by Avaya to the customer's network. The provisioning of dial-up access, as a result of customer geographic location or for other reasons, means that the SLA objectives are not applicable and additional fees may apply. Remote connectivity must be operational prior to service activation.
- Advising Avaya, in writing, of any change of location for products to ensure proper dispatch and delivery. The customer will inform the contract administration prime of any change to the customer's site. This information will include: new Avaya products and product configurations added to the customer's network; any adds, changes or deletes to existing configurations; and/or the establishment of new customer sites and/or product configurations at those customer sites.
- Ensuring that the products are used and maintained in accordance with the applicable product documentation.
- Obtaining an RMA number from Avaya prior to returning any replacement hardware FRU under this SDD.
- Promptly shipping the defective FRU to the designated Avaya repair facility at the customer's expense. This FRU becomes the property of Avaya on an exchange basis.
- Ensuring that access is arranged for receiving the replacement FRU. Failure to do so will discharge Avaya of its responsibilities.
- Using the versions of operational software currently supported by Avaya. If the operational software is a version other than that which is currently supported, as identified in the applicable Life Cycle Management Practice, the customer is required to purchase the required versions of the product to obtain support.
- Ensuring that all covered hardware is operational and up to the currently supported revision level before this service plan goes into effect. Failure to do so will exclude that hardware from coverage.

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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- For each customer site to be covered by this service, identifying location/address, any security access and maps/driving instructions if the site is located in a non-urban area. (For locations requiring special access, such as government facilities or financial institutions, the customer needs to provide any written documentation needed to obtain access.)

#### **4 Assumptions and Acceptance**

This section clearly defines the criteria that Avaya must fulfill to successfully achieve the critical project acceptance milestones. These acceptance milestones will be directly linked to the payment milestones as defined in the contract/purchase order.

Any acceptance milestones not directly linked to payment milestones are considered internal milestones and will not be captured as acceptance criteria.

##### **4.1 Assumptions**

The following assumptions govern the delivery of Avaya MESP -10 Business Day Return and Repair:

- The MESP – 10 Business Day Return and Repair is a service package that includes Technical Support. If Avaya diagnoses that a reported problem is due to a defective unit, the Avaya engineer managing the incident may then initiate access to the MESP -10 Business Day Return and Repair.
- If Avaya diagnoses that a reported problem is due to non-conformance to published specifications of a supported operational software version, then Avaya will provide any operational software fix for the reported non-conformance available at the time the problem is reported, provided that the customer is running on a version of operational software that is currently supported, as identified in the applicable Life Cycle Management Practice.
- In extreme circumstances where telephone support, remote diagnosis and all other means of restoring product operation fail, Avaya may dispatch a trained and qualified technical expert to the customer's premises to facilitate diagnosis. On-site support charges or other Avaya time-and-material fees may apply.
- If there is no available software fix, Avaya will use reasonable commercial efforts to remedy such non-conformance. Efforts may include a workaround or other temporary or permanent fix to the operational and/or specific application software, provided that the reported problem can be verified and/or recreated by Avaya on the then-current software version. If the customer's operational and/or specific application software is a version that is not currently supported, and the non-conformance is corrected in a supported version, then the customer will be advised to upgrade to obtain assistance. Avaya will not incorporate software fixes or corrections into versions of software other than those currently supported in accordance with

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

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the applicable Life Cycle Management Practice. Avaya does not represent or warrant that all non-conformance of the operational and/or specific application software can be corrected. Avaya reserves the right to incorporate corrections to minor software non-conformance into future software versions.

- For the purposes of this SDD, "operational software" is defined as software that is required to operate a network device. The core operational software resides on the network device on which it is operating. Associated files may reside on another network device.
- Service delivery is subject to the hours of coverage and response times as identified in the Appendix.
- Delivery of repaired or replaced hardware FRUs to the customer's designated location under this SDD is subject to local country capabilities.
- Avaya will make commercially reasonable efforts to ship, at its expense, a replacement hardware FRU to arrive at the customer's designated location within the specified time frame and based on the parameters indicated in the Appendix.
- The failed FRU becomes the property of Avaya on an exchange basis. The replaced FRU becomes the property of the customer on an exchange basis.
- For the purposes of this service, "defective" means failure of an FRU to perform in accordance with the applicable Avaya published product specifications.
- At any site at which the customer purchases this SDD for a particular product, customer needs to cover all "like" products at the site under this SDD. (For example, all VPN Router 1000 series are "like" products. Therefore, a VPN Router 1010 or 1050 is a "like" product to a VPN Router 1100, but not a "like" product to a VPN Router 2700.) The customer may not split the coverage of a group of "like" products at any one site between this SDD and all other SDDs for Avaya Express Technology Support – Base or Avaya Express Technology Support – Plus, available globally and regionally.
- Unless required for operational reasons and elsewhere agreed between the customer and Avaya, the replacement FRU will be at the then-current minimum hardware, firmware and software release levels as published by Avaya.
- The method of shipment and choice of courier for the repair or replacement FRU will be at the discretion of Avaya.
- Unless otherwise specified, there will be no limitation on the number of FRU replacements the customer may make within the contract period.
- FRU replacement and support is aligned to the Avaya Life Cycle Policy
- Avaya will monitor its delivery performance and when necessary initiate an internal escalation procedure.

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9

Use pursuant to the terms of your signed agreement or Avaya policy.

## EXHIBIT A-3 SL100/CS2100 SERVICE PLAN



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

INTELLIGENT COMMUNICATIONS

- For the purpose of providing support services, Avaya will have the right at any time to audit a contracted site through software, remote polling or other reasonable means to verify the site's in-service inventory against the contracted equipment, to confirm the customer's network size and/or to verify the software status.
- Avaya may subcontract all or any portion of the service to subcontractors selected by Avaya provided that Avaya remains fully responsible to the customer for the performance of the service set out in this SDD.

### 4.2 Acceptance Criteria

No acceptance criteria apply to this service.

## 5 Exclusions and Timelines

This section lists exclusions to the scope as defined in this SDD and the timelines associated with service delivery.

### 5.1 Exclusions

The following activities are completely out of the scope of this project and are not performed by Avaya and/or customer as part of this project.

- Avaya is not responsible for supporting third-party hardware platforms on which application software resides. The customer is responsible for maintaining a support agreement with the third-party hardware supplier for such equipment.
- This service offering and any subsequent service renewal is subject to the terms and conditions of the applicable Life Cycle Management Practice.
- This service does not include coverage for (i) consumable items and supplies that are "used up" during normal product operation (such as printer ribbons, light bulbs, fuses and filters, etc.); (ii) Original Equipment Manufacturer (OEM) products/vendor equipment and customer's third-party equipment not furnished by Avaya; (iii) cable plant; (iv) miscellaneous network hardware furnished by Avaya (such as monitors, printers, modems, etc.); (v) power equipment (such as fuse panel, batteries, miscellaneous hardware, racks, cabling, etc.); (vi) major system assemblies (such as frames, bays, shelves and line drawers, etc.); and (vii) equipment not purchased from a Avaya authorized agent.
- Service availability is subject to geographical limitations, as advised by Avaya upon request. Avaya will have no obligation to meet the response times outlined in the Appendix if the customer's site is outside of the geographical zone of service availability. If the customer purchases this service for locations outside Avaya advised geographical limitations, Avaya will be

## EXHIBIT A-3 SL100/CS2100 SERVICE PLAN



INTELLIGENT COMMUNICATIONS

Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

required only to use commercially reasonable efforts to replace FRUs as soon as practical after receipt of a request from the customer.

- Services such as upgrades to hardware are excluded from the scope of this SoW and should be ordered separately.
- The Avaya support obligations are expressly conditional upon the products not being (i) subject to unusual mechanical stress or unusual electrical or environmental conditions; (ii) subject to misuse, accident or disaster including, without limitation, fire, flood, water, wind, lightning or other acts of God; or (iii) altered or modified unless performed or authorized by Avaya.
- Avaya will have no liability or obligations for failure of the products to conform to published specifications resulting from the combination of the products with any third-party hardware or software not authorized in Avaya published documentation or when caused by customer's inability to use the products if the products are operating substantially in accordance with published specifications.
- Unless elsewhere agreed between the customer and Avaya, this service does not include root-cause analysis, the provision of fault reports or lead-time/performance metrics.

### 5.2 Timelines

The timelines that govern the delivery of this service are dependent on the complexity of the network.

## 6 Appendix

### Modularized Extended Service Plan (MESP) for Meridian SL-100 and Communication Server 2100

#### 6.1 Order Codes

GR1075000 - MESP Remote Technical Support for Wholesale / Direct support (L2/3 RTS)\*

GR1094000- MESP Remote Technical Support for Partner / COAM (L3 RTS)\*

**Optional Services (\*Require either GR1075000 or GR109400 to be purchased)**

GR1082000 - MESP Patch Downloads

GR1079000 - MESP Corrective Content Management

GR1083000 - MESP 10 Business Day Repair and Replacement Service

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



INTELLIGENT COMMUNICATIONS

Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

**<END OF DOCUMENT>**

**EXHIBIT A-3**  
**SL100/CS2100 SERVICE PLAN**



Modularized Extended Service Plan for Meridian SL-100/  
Communication Server 2100

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**About Avaya**

Avaya is a global leader in enterprise communications systems. The company provides unified communications, contact centers, and related services directly and through its channel partners to leading businesses and organizations around the world. Enterprises of all sizes depend on Avaya for state-of-the-art communications that improve efficiency, collaboration, customer service and competitiveness. For more information please visit [www.avaya.com](http://www.avaya.com).

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

For any provision included in this Exhibit B that references not committed or not generally available features, functionality or other products that Avaya may or may not offer to its customers in the future, the following shall apply. Such not committed features, functionality, or other products are provided for informational and illustrative purposes only. Avaya is under no obligation to provide any such not committed features, functionality or products that may be identified herein, and it should not be relied upon in making a purchasing decision. If and when these features, functionality and products are offered for sale by Avaya, they will be sold at competitive prices and under agreed upon terms and conditions.

1.0 **Intent:**

This contract is to procure an Enterprise Level IP Telephony Communications System capable of providing Telephone Service and Unified Communications for Maricopa County departments. These departments contain an estimated 16,000 Nortel telephone users, deployed over multiple campuses and buildings across the entire County. The new system will replace the current Nortel SL100 system and various small telephone systems. The new voice systems platform will incorporate a new, highly reliable IP-based call processing solution with new IP endpoint devices, unified communications capabilities with video conferencing, systems/network management tools, basic ACD/Call Center functions, audio conference bridge, IP paging, and E-911 functionality. For this critical project, the County has determined that any capital investment in a new voice systems technology must satisfy the business, functional, and future requirements of the County as stated in this contract. This contract includes the option and pricing to add the Maricopa County Sheriff's Office (MCSO) locations at a later date time if it is determined to be advantageous (MCSO has an additional 6,000 lines).

2.0 **Scope of Work:**

2.1 **BUSINESS REQUIREMENTS:** These requirements are those that support the County's strategic business operations. As such, any proposed solution that is considered to replace the current state of voice communications shall fully meet these requirements.

**Avaya Response:**

Comply. Subject to the responses provided by Avaya or as mutually agreed under the contract.

2.1.1 **Business Transformation Vision:** The enterprise Telephone and UC system is expected to improve communications, productivity and business processes through the integration of multiple communications systems.

**Avaya Response:**

Comply. Avaya has a focus is on driving value, not only for hard costs and deliverables, but also by delivering soft benefits with an integral Communications Enabled Business Process capability to provide increased service levels, systemic intelligence and higher productivity. The SL100 PBX system is nearing the end of its lifespan, and as a high-capacity TDM system, there are many challenges associated with addressing "what comes next." Many customers are not ready to broadly deploy VoIP services, and additionally, the nature of communications is changing and may not necessarily relate to the one for one replacement of TDM endpoints.

Voice communications is changing from a legacy point to point connection of endpoints into an on demand services model that is accessible from a variety of locations and use cases. The end user experience is developing into rich, collaborative use cases that drive new efficiencies and higher productivity through automation, virtualization, and mobility.

Legacy voice infrastructure is largely unable to meet the demands of Unified Communications and the approach of simply taking TDM endpoints and converting them to IP endpoints does not address the core challenge of transforming the communications infrastructure within the enterprise to meet the on demand services model. A better approach to long term planning is to identify the use cases behind existing TDM endpoints and to build infrastructure around the end state of these use cases. For example:

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

**Figure 1: Unified Communications Service Model Evolution**

Service Model Evolution		
<b>Desktop Voice Services</b>		
Tethered Instrument	T O	Tethered Instrument Soft Client Nomadic Clients Video Clients
<b>Mobile Services</b>		
Cell Phone	T O	Fixed-Mobile Convergence On Demand Services Mixed Network Services
<b>Collaboration Services</b>		
Conference Bridge	T O	Desktop + Voice + Video Collaboration Embedded Voice Communications Enabled Business Process

The Avaya Aura® architecture delivers a rich portfolio of applications, services, and devices that fuel the end state for current telephony use cases. The Avaya Aura vision is to homogenize multi-channel and multi-media communications into a session-based framework, and to integrate existing and new communications infrastructure into a common framework that can deliver end to end transparency for end users, operators, and administrators. This approach can be used to make the retirement of TDM as a transformational opportunity for voice communications, and give the ability to focus infrastructure investments in “pure” systems while at the same time keeping existing TDM systems in a state of good repair and leveraging any opportunities that might exist for transparency between new services and TDM services.

The Avaya Aura architecture uses an open, industry standard approach to drive new service models, and with it comes a strategy specific to the SL100 that will enable these service models to be overlaid on top of existing infrastructure with a strong level of transparency and integration. This in turn enables the Enterprise to operate in both service models simultaneously during an intermediate migration period by giving users the ability to utilize presence, instant messaging, application sharing and video in an overlay model that is independent of the telephony device.

Avaya Aura will provide for a cost effective approach to the deployment of new services while minimizing investment into existing TDM infrastructure. This strategy addresses the upcoming retirement of TDM technology by extending the life of the existing TDM infrastructure by five to seven years, and enables a manageable migration from TDM to IP based communications services. The strategy focuses on new infrastructure to match the evolution of communications service models, but strikes a balance between the legacy and new environments by providing for a high level of integration and federation with existing TDM endpoints.

- 2.1.2 **Supplier Qualifications Requirements:** Maricopa County is seeking proposals from suppliers with a proven record in similar projects, providing services for large scale telecommunications deployments with expertise in the latest converged, voice, data and video business communications technologies for approximately 16,000 users and 22,000 ports.

**Avaya Response:**

Comply

- 2.1.3 **Local Certified Technical Support:** The supplier must have local project implementation and certified technical support resources with the capabilities for system installation, systems integration, customized programming, and ongoing maintenance

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

support. It is also understood that the local office will maintain support stated under the County's SLA (Service Level Agreement-See Exhibit E).

***Avaya Response:***

Comply with clarification. Avaya has experienced technicians certified on products and software being proposed and installed who live in Maricopa County. Avaya also utilizes many resources to perform the installation and services. Support may be drawn from local teams or may be located throughout the world.

Service Level Agreements are as negotiated by the parties and provided in Exhibit E.

- 2.1.4 **Single Source:** It is highly desirable, but not mandatory, that the entire unified communications systems can be supported by a single vendor, or under one responsible primary contractor, managing all sub-contractors.

***Avaya Response:***

Comply

- 2.1.5 **Solution Support Lifecycle:** Standardize communication systems, applications, and user interfaces on a common manufacturer's technology platform that is fully supported by the manufacturer and their channel partner network (for a minimum of 15 years).

***Avaya Response:***

Comply with clarification. For full details on Avaya support lifecycle, please refer to Exhibit N of the Contract; and the applicable Service Agreement Supplement accompanying an order for Services.

- 2.1.6 **System Warranty:** The County is seeking proposals for premise based solutions from suppliers that can provide system maintenance support and guarantee a high level of system uptime. The vendor is responsible for providing all warranty and system maintenance support. The system must come with a minimum of 1 year warranty on all parts and labor associated with any system defects and failures.

***Avaya Response:***

Comply with clarification. Avaya standard warranty plus maintenance services are offered in lieu of a one year warranty.

Avaya warrants a majority of its hardware for one year and software for 90 days; however, there are some items like services that only carry a 30-day warranty and other items with no warranty period.

Avaya Maintenance Services are quoted to address coverage not provided under our warranty.

Our standard warranty is provided in the Contract, Section 6.3 Warranty of Services.

- 2.1.7 **Pricing Proposal Structure:** The County requires turnkey pricing proposal to replace the current Nortel and all small Key telephone systems as defined with the capabilities and quantities in this solicitation. The cost for the system implementation shall be included and coordinated with the phase out schedule of the current system over an estimated 3 to 5 year period. The County requires detailed and itemized pricing for all hardware, software and professional services listed by skill set for all services proposed. The pricing schedule must be valid for the duration of the system implementation. **The estimated quantities and users indicated in this solicitation are the best available information and are subject to change based on the individual department needs and budget. The County reserves the right to purchase additional system components as required based on any resultant contract.**

***Avaya Response:***

Comply with clarification. For the avoidance of doubt, regarding turnkey, Avaya agrees to provide the products (hardware and software) and labor itemized in this contract.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

- 2.1.8 **Payment Schedule:** Payment schedule will be defined according to the deployment plan. Partial payments will be aligned with the completion and acceptance of predefined deliverables. Specific details to be negotiated with the selected vendor.

***Avaya Response:***

Comply with clarification. Avaya respectfully submits that either prior to award or following award of the RFP, Avaya would be willing to further discuss Maricopa County's concerns and requirements in this area and negotiate mutually agreeable terms and conditions to address these concerns and requirements.

- 2.1.9 **Total Cost of Ownership:** Total cost of ownership is not the deciding factor, but it is an important component in the system selection criteria. The pricing proposal must itemize annual maintenance costs illustrating the **cost of system ownership** over a ten (10) year life cycle.

***Avaya Response:***

Comply

- 2.1.10 **Unified Communications and Video Conferencing:** The proposed system shall be equipped with inherent Unified Communications capabilities as described in this RFP. Unified Communications is the deployment and integration of real time communications with the capabilities of providing visibility into user availability and presence status, to enable communications via the various communications methods including but not limited to; voice communications, multiuser voice conferencing, web conferencing, and web chat applications, desktop video to desktop video, room videoconferencing to room videoconferencing, desktop video to conference room video and conference room to desktop. These communications and video capabilities are desired for internal and business to business communications.

***Avaya Response:***

Comply

- 2.1.11 **Teleworkers:** Improve communication capabilities for mobile/remote employees regardless of their work location (e.g., home, office, construction site). The System must be capable of supporting teleworkers with the same level of communications capabilities as if they were locally at their desk in the County office. It is also desired that mobile telephone users have integration capabilities with their business office productivity applications and unified communications systems.

***Avaya Response:***

Comply

- 2.2 **OPERATIONAL AND SUPPORT REQUIREMENTS:** Maricopa County's Office of Enterprise Technology (OET), has the responsibility to manage and establish enterprise level technology standards for Telecommunications and Information Technology services and solutions.

- 2.2.1 **Turn-Key Solution:** A turn-key solution is required, with the selected vendor supplying the necessary installation setup and customization support needed to fully integrate and implement the system within the county's existing network environment. This includes supplying all network interfaces necessary to integrate with the County's current network as described further in this document.

***Avaya Response:***

Exception. For the avoidance of doubt, regarding turnkey, Avaya agrees to provide the products (hardware and software) and labor itemized in this contract. All installation setup and network environment requirements will be provided with the master project binder.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

- 2.2.2 **System Administration:** OET is seeking an enterprise level solution offering an intuitive interface to manage and administer the entire system, allowing the system administrator to easily navigate and configure system users, perform system feature and functional changes to support the various county departments, each with unique operational requirements with ongoing programming changes. Provide centralized system management capabilities using a single unified database for all stations and voice system operations. This includes providing a dash board for the County to monitor and understand system performance metrics of the system.

***Avaya Response:***

Comply

- 2.2.3 **System Support and Maintenance:** System maintenance and technical support are important components of this project. The selected vendor will be responsible for monitoring the system and ensuring a never- fail environment. The proposals must demonstrate local certified technical support capabilities, local access of critical replacement parts; provide strong references of similar customers using the same system and the same level of maintenance support 24 hours a day, 7 days a week. Preferably government entities for references. **Crash kit must be provided and stored within Maricopa County.**

***Avaya Response:***

Comply with clarification. This description applies to Avaya and selected non-Avaya products and components that Avaya has designated in the applicable order or associated quote sheet to be eligible for coverage and currently supported (“Supported Products”). A current list of Supported Products is available from Avaya at <http://avaya.com/support> (Maintenance Services Index by Product). Products and/or Applications manufactured by Avaya OEMs/Partners may not be covered by the same Service Level Objectives and response times. Please refer to the specific Product or Application Service Offer Definition for details.

Coverage includes remote telephone support, remote diagnostics, troubleshooting, problem resolution, software maintenance updates/fixes, on-site parts replacement (if the covered product includes hardware), and any on-site support Avaya deems necessary to resolve a fault.

For more details, please refer to applicable SAS, accompanying the maintenance Services order.

- 2.2.4 **System Administrator Training:** The supplier must provide training for OET telecom and IT staff to manage and administer users, devices, system features and functions. It is highly desirable that the system allows the system administrators to perform these tasks without the need for supplier assistance. This includes complete knowledge transfer during implementation and support.

***Avaya Response:***

Comply

- 2.2.5 **Business Continuity:** The new System will be installed and hosted at two of the county’s datacenters equipped with high standards of geographical redundancy, network survivability and security. All proposed Systems must support distributed architecture to deliver secure and reliable business communications.

***Avaya Response:***

Comply

- 2.2.6 **System Uptime Requirements Overview:** System reliability and uptime is critical to system operations. The county is soliciting proposals for a system with resilient performance and proven track record on installations similar to the county in size. Critical system component redundancy capabilities supporting a “never fail” environment is required. The County requires 99.999 uptime and availability of 100% for all systems and users.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

*Avaya Response:*

Comply

- 2.2.7 **Uninterrupted Operations:** The solution must provide the scalability and resiliency to adequately support County's stringent public safety uninterrupted operational requirements achieved through such approaches as hardware and flexible geographic redundancy to provide business continuity under adverse circumstances, location outage and system component failures.

*Avaya Response:*

Comply

- 2.3 **FUNCTIONAL REQUIREMENTS:** These requirements would be described as those that are specific to the voice systems functionality but in their totality make possible the business requirements described above. Again, any proposal that is considered to replace the existing enterprise voice systems shall fully meet these requirements.

- 2.3.1 **Current Active Features and Functions:** The new VoIP UC system will replace the current functions and features provided by the Nortel SL100 PBX and small Key systems. The VoIP UC system will also have additional communications enhancement and functions available to be deployed as needed by each department.

*Avaya Response:*

Comply

- 2.3.2 **IP Telephony System Architecture Overview:** Architecturally, Maricopa County requires a single database system and not multiple systems daisy chained to support the current and future capacity requirements of the entire enterprise. The system must provide the capabilities to administer the entire system and user database from any authorized terminal or device online or on the network. The proposed IP telephony system design may be based on a mix of proprietary and industry standard communications protocols and interfaces, but must be able to support Session Initiation Protocol (SIP) standards. The County requires the proposed system to be based on an IP Telephony architecture design. It is expected that the proposed system support a mix of circuit and packet switching technology to support a diverse range of station users and system endpoint requirements (analog, digital, IP, and SIP station equipment and trunk interfaces), in the most effective and cost efficient manner possible.

*Avaya Response:*

Comply

- 2.3.3 **System Interface Requirements: Integration with Microsoft and AVST Voice Mail Systems:** The County uses Microsoft desktop applications for email, calendaring, and contacts. AVST is the current voice mails system requiring integration. The system must have the ability to integrate with Microsoft Outlook, and the County's AVST Voice Mail and Unified Messaging system activating the message waiting light.

*Avaya Response:*

Comply

- 2.3.4 **System Interface Requirements: Integration with Interactive Intelligence (InIn) CIC Contact Center and IVR Systems/Solutions:** The County is in the process of implementing InIn CIC platform for the ACD users. Approximately 200 of these users will use a Polycom SIP phone the other users will use a soft client in conjunction with the proposed system. The vendor will need to work with Altivon through any integration issues for complete impact transparency to the County end users.

*Avaya Response:*

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Comply

- 2.3.5 **System Interface Requirements: Bogen and other overhead paging.** The County uses Bogen and other various overhead paging systems. The proposed system will need to interface to all overhead paging systems currently installed at the County.

*Avaya Response:*

Comply

- 2.3.6 **Unified Communications Overview:** The County is seeking an enterprise Unified Communications platform system (UC) capable of integrating the real-time communication services such as, IP telephony, video conferencing, call control, web-conferencing, instant messaging (chat), presence information with non-real-time communication services such as unified messaging (integrated voicemail, e-mail, SMS and fax). The system will support user Presence information, providing user and device of choice availability and their contact information, using SIP architecture to unite all the contact information stored in Active Directory with various ways people communicate.

*Avaya Response:*

Comply

- 2.3.7 **Video Conferencing:** The County is looking for various levels of business video call/conferencing capabilities allowing one to one video calls and the ability to bridge in multiple video end points to each video call. Connection capabilities include several types of end point devices including; desktop to desktop, desktops to conference rooms, desktop to external business, conference rooms to conference room and conference rooms to external business. The Vendor shall submit an OPTIONAL itemized pricing list for all system components to allow the County to purchase specific components through this contract vehicle.

*Avaya Response:*

Comply. Avaya Video provisions open, SIP standards-based, multivendor, and evolutionary solutions. This strategy allows for interoperability with existing video systems in your enterprise and the delivery of powerful unified integration with other Avaya applications that is virtually limitless.

Scalability lets you easily grow the solution to meet future demand, giving you added investment protection and value. With SIP at the core, and for call control, Avaya Video Conferencing provides access to customization and developer ecosystems for unlimited innovation, choice and differentiation for your enterprise.

The Avaya integrated communications platform supports voice and video, allowing simplified deployment, management and monitoring across the enterprise. Fully unified with Avaya Aura® Session Manager, it provides a standardized dial plan along with common directories, and seamless registration and authentication capabilities. Users simply dial an extension and the network automatically registers the video endpoints to launch an audio-video call. Users do not need to remember video IP addresses or use multiple devices, whether the video session is an internal strategy call or an external customer call.

In addition, intelligent bandwidth management optimizes and prioritizes enterprise video traffic across the network. Low bandwidth requirements compliment network optimization and the architecture choices you have made for your enterprise.

Avaya Aura is at the core of the video communication architecture with open standards. This SIP-based platform is the premier video control point of the industry. Session Manager provides seamless integration with Avaya video endpoints and is a leading choice for multiple video systems interoperability within your enterprise.

Avaya Video Communication Solutions consist of a suite of multimedia experiences and collaborative tools accessible to a variety of user types across the enterprise; ranging from more traditional large-scale room systems through to individual and personalized end-points:

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Avaya 1010 and 1020 desktop video systems provide large screen, HD clarity and office privacy.

Avaya 1030, 1040 and 1050 systems are designed for the conference or classroom. They utilize dual screens so documents and video content can be seen at the same time.

Avaya one-X® Communicator provides a software-based interface for Click-to-call/Click-to-Video that works alone or integrated with Microsoft® and IBM® software. Avaya one-X® Agent brings the video experience to call center agents.

Avaya Desktop Video Device brings video and all communications together in a rich, unique end user experience.

Intuitive features (once only associated with voice telephony) such as Click-to-call, on-hold, forward, record and playback enable highly collaborative, synchronized, and productive meetings.

Please refer to Appendix 3 – Avaya Video Optional Pricelist for Maricopa County for an optional itemized pricing.

- 2.3.7.1 **Desktop to Desktop:** As part of the UC deployment it is assumed that we will begin with 20% of the 16,000 users utilizing video and will increase it by 20% over the course of 3 years. That will allow approximately 40% of the 16,000 users to have video capabilities at the desktop levels. The County may adjust these percentages once the implementation begins and a benchmark is established.

***Avaya Response:***

Comply. Avaya is proposing the Avaya Desktop Video Device with the Avaya Flare™ Experience. The Avaya Desktop Video Device provides a rich, multi-modal, mobile communications end-point, coupled with high-quality, high-definition video & audio conferencing capabilities. These capabilities are provided in a tablet-PC form factor, with a novel touch-based, intuitive user interface that aims to put the user in complete control of his multi-modal conversations and redefines the communication experience in the business environment.

The Avaya Flare™ product line is aimed at delivering a Next Generation User Experience for increasingly connected business users. Our strategy is to extend the Avaya Flare™ user experience across our family of products (desktop, web and mobile devices). In the long term our strategy is not to define one client for ALL, but a personalized Avaya Flare™ Communication Experience for end users based on their personas in the enterprise.

Avaya is recommending Avaya one-X® Communicator for the initial rollout of desktop to desktop video communications for Maricopa County. Avaya one-X® Communicator is a next generation Unified Communications softphone that meets all of Maricopa's defined requirements for the desktop users. Avaya Flare™ will over time replace the Avaya one-X® product family. In the near term, Avaya one-X® Communicator will continue to serve our installed base and is an excellent option for the first phase of desktop video deployment at Maricopa County. Our proposed strategy for Maricopa County is to deploy Avaya one-X® Communicator as the initial desktop UC solution and transition to the Avaya Flare™ desktop user experience when the product becomes generally available and meets all of the needs of Maricopa County.

In addition to one-X® Communicator for the initial general desktop requirements, Avaya is recommending the Avaya Desktop Video Device with the Avaya Flare™ Experience for 25 executives and/or members of the Enterprise Technology Group. This option will introduce the powerful Unified Communication capabilities of the Avaya Flare™ Experience to power users within Maricopa County and provide the Enterprise Technology Group the opportunity to trial the Avaya Flare™ Experience prior to general deployment to the larger population.

## **EXHIBIT B**

### **RFP RESPONSE SCOPE OF WORK**

#### **Avaya one-X® Communicator**

Avaya one-X® Communicator is the next generation Unified Communications softphone that provides enterprise users with simpler, more intuitive access to all their everyday communications tools. It provides business users with a consistent interface for Avaya Aura® Communication Manager via SIP or H.323, so it is the natural evolution path if Maricopa County is currently using the H.323-based IP softphone or SIP-based Avaya one-X® Desktop.

Used on its own, it offers robust softphone capabilities including video, and integrations to Microsoft, IBM Lotus, Citrix, and Lenovo. When integrated with the Avaya one-X® Portal server, one-X® Communicator offers presence, visual voice mail, management of audio conference calls, and 24x7 call logs.

Given the control of all the features extended to the desktop phone, one-X® Communicator is the ideal choice for user profiles that Avaya has defined as Essential (power users who use the phone frequently, flip between multiple calls, often manage ad hoc conference calls, and require access to Communication Manager features) and Navigator (typically an administrative person who manages multiple calls and bridged calls on behalf of a number of employees).

Many enterprise workers are bombarded with too many meetings, calls, emails, IM, voicemails, and faxes from customers, coworkers, suppliers, partners, and even family. On the best day it can be a challenge to make sure that all the highest priority tasks are completed on time. Avaya one-X® Communicator is a software solution that is implemented on PCs provided by Maricopa County. With one-X® Communicator, your users can manage communications tasks better, making them more productive, responsive, and collaborative regardless of where they are working on any given day.

The application client combines softphone, intelligent presence, voice/video calling, visual voicemail, visual voice/video conferencing, as well as access to corporate directories and call logs. Maricopa County can deploy one-X® Communicator either as a standalone client or as an integrated part of leading desktop productivity tools like Microsoft® Office Communicator, IBM Lotus Sametime, and Citrix Presentation Server.

Avaya one-X® Communicator is supported in the following languages: Simplified Chinese, Dutch, Parisian French, German, English, Italian, Japanese, Korean, Brazilian Portuguese, Latin American Spanish, and Russian.

#### **Benefits for Maricopa County:**

**Streamline Personal Communications** - Manage voice, video, voicemail, audio/video conferencing, directories, communication history, and initiate instant messaging and email—all in one interface.

**Work from Anywhere, Yet Never Miss an Important Call** – Usage modes provide your users options whether they're working in the office, from a temporary worksite, at home, or from anywhere they have internet access.

**Lower Ownership Costs** – Support for both H.323 and SIP communication protocols will allow Maricopa County to standardize on a single softphone client for your entire enterprise workforce.

#### **Key Features:**

##### Communications Integration

Maricopa County users can access all communications productivity tools from one client including voice, video, voice messages, audio/video conferencing, and communication history. They can click to initiate emails and instant messages from designated applications. In conjunction with Avaya Web Conferencing, the application supports web conferencing, application sharing, white boarding, and more. This streamlines personal communications and can help increase user productivity, improving both user and organizational responsiveness and collaboration.

##### Telephony

## **EXHIBIT B**

### **RFP RESPONSE SCOPE OF WORK**

Users are offered a Click-to-call feature and can manage multiple lines and bridged line appearances seamlessly. In addition, key Communication Manager features as well as 24x7 call logs are available directly on the PC. This simplifies communications, using a familiar PC interface.

#### Voice Messaging

Visual access to voice messages with the ability to filter and sort; users can focus on what is important and be able to quickly refer back to important messages, increasing the productivity and responsiveness of your users.

#### Conferencing

Visual audio conferencing allows moderators and participants to see who is participating and speaking. Click-to-Join capabilities make it easy for anyone to start or join a conference call. Moderators can identify noisy lines and music on hold, and mute or drop lines from the call. These features improve the collaboration experience and conference call effectiveness. Your users can spend more time on the meeting, and less on the meeting logistics.

#### Video

Users can collaborate with video as easily as making a phone call. Unified audio/video features include: transfer, forward, six-party conference, hold, mute, call coverage, and bandwidth management controlled by Communication Manager. Face-to-face communication improves productivity, streamlines decision making, and can help Maricopa County save money on travel expenses.

#### Usage Modes

Users can choose the best connectivity mode to optimize performance while still taking full advantage of the convenience of an all-in-one client. Settings can be configured to take control of an office phone when at the office, or users can take calls from a mobile or home phone when telecommuting; or they can use VoIP managed by Communication Manager when traveling. This allows users to be reached wherever they need to work. The usage modes allow users to optimize access based on the best available voice endpoints and network connectivity.

#### Presence

Users can know the availability of colleagues and their preferred communication options, which allows them to see whether the person they need to contact is online, on the phone, available for instant messaging, traveling, or on vacation. This allows your users to quickly determine likelihood of reaching an associate by phone, instant messaging, or video. Avaya one-X® Communicator shows aggregated presence from Avaya and other sources via the Avaya Intelligent Presence Server. Having Presence information allows users to get answers more quickly, know the best way to reach co-workers and staff, and consequently have the information they need to reach decisions faster.

#### Application Integration

Avaya one-X® Communicator integrates with leading desktop productivity platforms. It provides a tab within Microsoft® Office Communicator 2007 with direct access to capabilities like Extension to Cellular, Record on Messaging, Transfer to Messaging, Consult, Whisper Paging, Call Park, Call Pickup, and more. Users can look-up names and dial from Microsoft® Outlook, IBM® Lotus Notes contacts or LDAP directory. This capability extends the management of voice communications to other applications to empower Maricopa County users to initiate and manage communications from your business applications.

### **The Avaya Desktop Video Device with the Avaya Flare™ Experience**

Avaya Flare™ Experience is an innovative interface that redefines end user communications. Implemented on the Avaya Desktop Video Device, it simplifies the user's ability to access and interact with communication and collaboration tools, making teamwork more effective.

## **EXHIBIT B**

### **RFP RESPONSE SCOPE OF WORK**

*Figure 2: Avaya Flare™ Experience*



#### Collaboration Challenge

Communications and collaboration are a major challenge in today's enterprise, largely because the devices and user interfaces provided to today's enterprise workers are not up to the job: telephones are best suited to two-way conversations or audio-only conference calls; PCs enable real time videoconferencing, but limit integration with other applications; smart phones, with their small screens, hand-cuff enterprise collaboration. These barriers stall projects and limit productivity according to more than 20% of information workers who say they would benefit from the integration of presence, audio, web, and video conferencing into their business applications.

#### Collaboration Transformed

Combining the capabilities of a variety of communication tools through a single interface, the Avaya Flare™ Experience eliminates road blocks to effective collaboration by blending easy access to communications and applications and delivering all of this via a touch screen sized to the task.

Implemented on the Desktop Video Device, a SIP-based device with a large 11.6" multi-touch screen, the Avaya Flare™ Experience:

Coordinates voice, video, email, instant messaging, and social media communications with enterprise applications, enabling collaboration that is effective, efficient, productive

Provides content in context: "Show me all emails, instant messages, and calendar reminders related to this project"

Adapts to personal preferences, enabling users to decide which tools sit front and center on the interface

Delivers powerful new capabilities such as HD video, PC integrations and mobility inside or outside of an enterprise location, making them as easy to access and use as a telephone

Manage communications and collaborate seamlessly with a tap, drag, swipe, or flick of the large, multi-touch screen.

*Figure 3: An Interface Designed for Collaboration*

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**



#### Why the Avaya Flare™ Experience

This powerful combination of device and experience delivers benefits across the enterprise:

Speeds communication, simplifying access to traditional tools (phone, email, IM, etc.) social networking tools (Facebook, Twitter, etc.), and enterprise applications

Enhances productivity, streamlining meetings through capabilities such as conference calling, document management, and HD video

Eliminates repetitive tasks, managing address books and access codes for conferencing and other applications

Champions personalization, allowing addition of third party Android™ applications to its array of built in capabilities

Adds context to collaboration by sorting through history logs, IM alerts, calendar reminders, and more

Promotes timely, well informed decision making by organizing communication tools and information

Enables a more agile and responsive organization, blending real time communications and business processes such as customer service, procurement, and sales

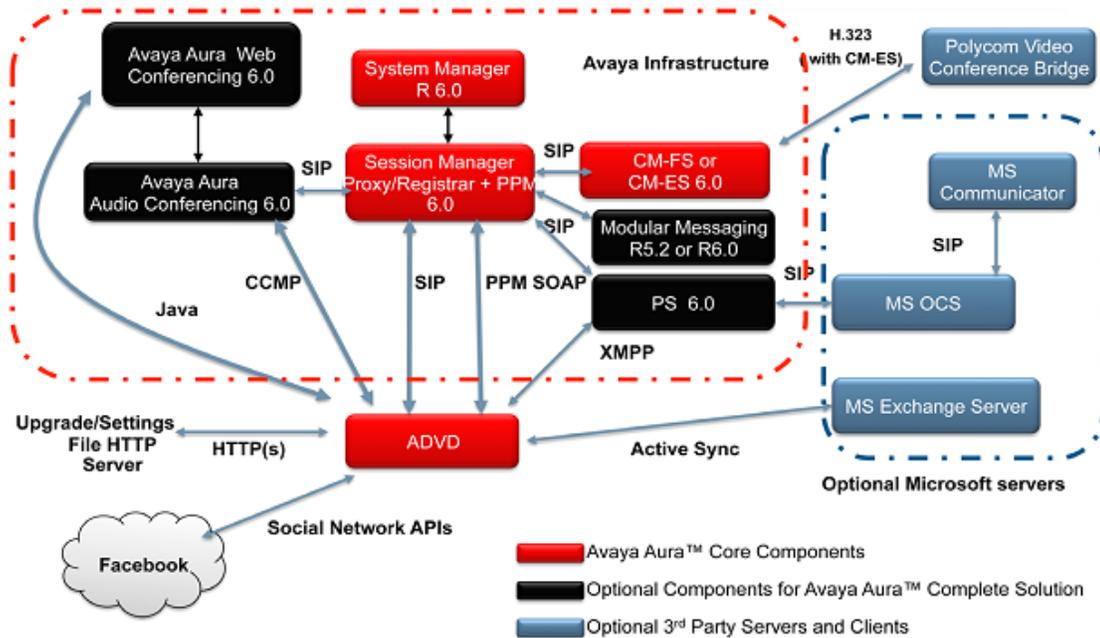
Reduces costs, providing options for low cost deployment and management of collaboration and video endpoints

#### Optimized for Avaya Aura

The Avaya Flare™ Experience leverages the Avaya Aura communications software and its advanced Unified Communication features and services, application enablement and management capabilities. Avaya Aura delivers all the real time communications services, providing a single infrastructure, administration and management tool. Social network interfaces such as Facebook are implemented locally and are independent of Avaya Aura applications. Point to point video calls do not require a video conferencing server and multi party conferencing is enabled by Avaya Aura Conferencing.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

*Figure 4: Avaya Aura provides a single infrastructure, administration and management tool.*



Users can access Microsoft Exchange services like email, contacts, and calendar directly from a user's contact card and, via the Avaya Aura® Presence Server, can exchange IM and presence information with Microsoft OCS users (for example, Microsoft Communicator clients).

#### Android™ Applications

The Avaya Desktop Video Device with the Avaya Flare™ Experience is one of the first products for the enterprise market to use the Android™ OS. With the number of applications for devices running Android growing rapidly, additional functionality you would like to see through the Avaya Flare™ Experience is likely to be already available.

#### Avaya Desktop Video Device Components

The Desktop Video Device is HD ready with an 11.6" HD (1366x768) multi-touch LCD screen with built-in 5MP camera. A fully-functional Wi-Fi enabled multifaceted communication tool, it has a 10/100 Fast Ethernet RJ45 jack, integrated dual microphones, stereo speakers, USB ports and removable Li-polymer battery (3-hours minimum).

**Base Station:** The Avaya Desktop Video Device is mobile and can be docked to a base station that has its own set of network connections, USB slots, sub-woofer speaker, etc.

**Support for Standard USB Devices:** Keyboard, mouse, external speakers, cellular modem, external storage, charger for cell phones, etc. can be attached easily to either the display or the base station.

**Bluetooth 2.0/2.1:** The Avaya Desktop Video Device supports speakerphones, headsets, and smart phone integration for synchronization of contacts list.

**Handset and Cradle:** The handset and cradle support private conversations with wideband audio (7KHz) and a TDD acoustic coupler without an adaptor.

**802.11 b/g/n Wi-Fi:** Supports enterprise and Wi-Fi hot spot roaming using 802.11 b/g/n.

**Fold-out Desk Stand:** The display can be upright or angled for typing on the virtual keyboard using the fold-out desk stand.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

*Figure 5: Avaya Desktop Video Device*



**2.3.7.2 Conference Rooms to Desktops and/or External Business:** The County has approximately 108 conference rooms of various sizes throughout the County. These rooms have not all been specified or designated for video capabilities at this time. However, for budgetary and acquisition purposes the County is seeking proposals to determine the system component requirements, capacity elements/size and total price. The County wants to use this contract vehicle to purchase system components necessary to equip some of these rooms as needed. For pricing and configuration evaluation, provide pricing to equip all of the conference rooms as defined. Listing all video components including the core video bridge components the various unit/screen sizes and provide a detailed itemized equipment list, and pricing for purchases on ad-hoc needs. Please submit conceptual configuration/design examples, and diagrams to accommodate video conferencing based on size and location. The County understands that you can only provide video the components internal to the County.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

***Avaya Response:***

Comply. Avaya is recommending the Avaya 1030 High Definition Video Endpoint to meet the requirements of the larger conference rooms and the Avaya 1020 High Definition Video Endpoint to meet the requirements of the smaller conference rooms.

The Avaya 1030 Video Conferencing Endpoint is an enhanced full High Definition video communications system that is both affordable and scalable. Ideal for both large and small working groups, teams or individual knowledge workers who want to take communication over distance to the next level, the Avaya 1030 Video Conferencing Endpoint has it all. With the Avaya 1030 Video Conferencing Endpoint, you not only get full High Definition video quality - 1080p30/720p60 – for natural, realistic interactions at the lowest possible bandwidth, but also crisp, crystal clear data-sharing and an all new digital I/O with full High Definition support. Support for dual High Definition displays, full High Definition camera, and phone or microphone options, the Avaya 1030 Video Conferencing Endpoint offers ultimate flexibility. The Avaya 1030 Video Conferencing Endpoint brings people together by allowing them to interact successfully across distances. Seeing facial expressions, body language and gestures makes you feel truly connected and understood.

Avaya is recommending the Avaya 1020 High Definition Video Endpoint to meet the requirements of the smaller conference rooms. The Avaya 1020 High Definition Video Endpoint revolutionizes face to face High Definition video communications and delivers High Definition quality and unmatched simplicity at a price point that enables broad deployment to every knowledge worker in your organization. With its compact form factor, the Avaya 1020 is a truly portable High Definition quality system. With the Avaya 1020 High Definition Video Endpoint you get True High Definition video quality - 720p30 - for natural, realistic interactions at only 1Mbps network connection. The Avaya 1020 High Definition Video Endpoint enables you to stay connected, anywhere, anytime. Easy to set-up, easy to connect and easy to use, you will be communicating face-to-face in minutes.

2.3.7.3 **Video Justice System:** The County is currently looking to improve government processes and adding Video Justice in the various courtrooms to handle video arraignment and other activities. This is one of the areas where technology can play a key role in improving services. As part of the Video Unified Communications solutions the County is looking to leverage this RFP initiative to assess video solutions. The County is looking to include an easy to use and manageable system. Provide pricing in a separate table, and list it as optional pricing. This will serve as a contract vehicle for those departments wanting to purchase from this pricing schedule.

***Avaya Response:***

Comply. Avaya recommends either the Avaya 1020 or Avaya 1030 Video Endpoint as described in section 2.3.7.2 to meet the requirements of the Video Justice System. The specific endpoint selection would be based on more specific requirements. Our ADV Desktop device is suitable for Judges Benches, or chambers.

Avaya has a deep interest in “Integrated Justice” solutions and have a local subject matter expert in the Phoenix office who will be engaged with county staff, along with judges, administrators and staff at the courts to design a superior solution, not only to bring video into the courts, but to deliver accessibility to the regions.

Courts and other departments will be able to take advantage of our strong relationship with Skype to provide access from virtually anywhere at an extremely low cost entry point, whether they are inside or outside Maricopa County’s network.

Our application development takes us from the desktop onto portable devices such as iPad and Android tablets, or even smart phones, giving a whole range of access at the lowest price point.

Avaya is working with some of the most highly regarded interpreter services, who also have Avaya, in order to deliver Video Interpreters, not only into the courts, but wherever they may be needed, simply by having a desktop, wall mounted or mobile device.

2.3.8 **Public Switch Network (PSTN) and SIP Trunking and Network:** Vendor will supply equipment and implement configurations of all wireline carrier services for the VoIP and Unified Communications as specified by the County. Currently the County is not using

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

SIP trunking; however the County intends to migrate to SIP trunking sometime over the course of the system implementation. This will require a pilot and test program prior to full deployment.

*Avaya Response:*

Comply

- 2.3.9 **Centralized Dual CO Trunking:** The new System will have centralized dual trunking configuration, connecting directly to the Public Switch Telephone Network, (PSTN) using multiple PSTN central office facilities.

*Avaya Response:*

Comply

- 2.3.10 **VoIP system with Nortel interface connectivity;** Allow new systems to “co-exist” and interoperate with the existing Nortel SL100 PBX, Key Systems and other voice systems during the migration, production and rollout phases. The VoIP will provide a seamless interface to the SL100 system to enable internal calling without change to the numbering plan and how to dial for internal calls.

*Avaya Response:*

Comply

- 2.3.11 **Development/Test Area:** A test area within the County will be provided and setup for the County and vendor to test various integrations, applications including Disaster Recovery (DR), failover and other activities.

*Avaya Response:*

Comply

- 2.3.12 **Monitoring Management Application Tools:** The County is seeking a monitoring tool to monitor and manage the system hardware, software and traffic. This application needs to include a reporting tool and a way to incorporate this information into various metrics to manage SLA's. This solution will be located within Maricopa's Network Operations Center, (NOC).

*Avaya Response:*

Comply

- 2.3.13 **Electronic Message Display:** The County needs to display electronic messages for employees and customers in 20 separate common areas in locations geographically dispersed throughout the County. The County requires the capability for multiple system users managing separate messages within their locations or areas. At minimum, the County needs to change and display text messages in various font sizes visible to the common human eye within 20 feet and up to 40 feet. It is desirable but not mandatory that the system has the capability to display information from different types of media, such as web content, RSS news, video and images. It is desirable but not mandatory that the system has integration to the proposed Telephony and Unified Communications systems.

Please price multiple options if multiple types of solutions are available. The County may select a system that best meets its needs and budget, but reserves the right to purchase, or not purchase any of the offered solutions. There are no TV and TV channel requirements for the signage system.

*Avaya Response:*

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Avaya partners with Scala, the world’s leading provider of software solutions for dynamic digital signage, for our offering. Scala is a world class signage software company who was one of the first innovators in digital signage and has been providing digital signage in one form or another since 1987.

Scala’s Content Manager, Designer and Player software integrate to provide a distributed delivery solution for a wide array of signage needs, from wayfinding and static signs through to RSS feed, live video streaming, and integration to database fields and calendars to provide a court schedule. The solution can also scale to provide on demand video, whether scheduled, as in a training room, or via interactive touch screens or kiosks.

The management and content creation with Scala is quite easy and intuitive compared to others in the market. Two days of training should prepare administrators in various locations to create professional looking presentations.

Scala has an API which can interface with the Avaya Voice & Unified Communications solution for emergency triggers such as evacuation routes or shelter in place as well as a complete range of customizable interfaces. Scala is extremely flexible and has many references throughout the world.

Avaya recognizes that the specification is extremely broad and has provided pricing below based on our best estimates, without visiting sites. Pricing is indicative of a standard install with the expectation that the location provides power and Ethernet to the screen mounting location, as well as any drywall reinforcing required to mount 42 or 57 inch screens.

**Figure 6: Indicative Pricing for Maricopa Digital Signage**

		Unit#	Ext
1	SW-SKS-5		
20	SW-PLAD-5		
20	Wall Mounts		
20	Displays with signage player		
1	Training up to 5 participants (2 days on site)		
1	Server		
20	Install & Mount		
1	server install		
1	Content development (5 days)		
1	On site consulting		
			\$192,500

**2.4 General Requirements:**

2.4.1 Provide feature-rich, easy-to-use communications capabilities for all County users.

**Avaya Response:**

Comply

2.4.2 Offer an extensible communications infrastructure to simplify and support organizational growth.

**Avaya Response:**

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Comply

- 2.4.3 Deliver financial benefits through operational cost reductions where appropriate (e.g., cellular, voice services, audio & video conferencing).

*Avaya Response:*

Comply

- 2.4.4 Improve system management and IT support capabilities to improve customer service for both internal and external stakeholders.

*Avaya Response:*

Comply

- 2.4.5 Provide the ability wherever appropriate for various user groups to manage their operations via self-service capable applications.

*Avaya Response:*

Comply

- 2.4.6 Offer Unified Communication capabilities that are compatible with key third-party technologies such as Microsoft Office productivity tools currently used by the County.

*Avaya Response:*

Comply

- 2.4.7 Provide a high degree of transparent operation across all facilities for user's station, attendant, and system features.

*Avaya Response:*

Comply

- 2.4.8 Enhanced core/backup systems with the reliability and resilience (redundant processor, uplinks, power supplies as well as automatic network failover) to maximize system uptime and performance.

*Avaya Response:*

Comply

- 2.4.9 Where appropriate, provide survivable remote gateways/servers with seamless failover in the event of a WAN failure (where applicable.)

*Avaya Response:*

Comply

- 2.4.10 Provide a uniform dial plan and integrate with other voice systems as needed to simplify internal communications regardless of location.

*Avaya Response:*

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Comply

- 2.4.11 Provide common and easy to use Unified Messaging capabilities.

*Avaya Response:*

Comply

- 2.4.12 Offer automatic alternative voice call routing across the network using the WAN and PSTN.

*Avaya Response:*

Comply

- 2.4.13 Improve and streamline call processing and self-service capabilities wherever appropriate.

*Avaya Response:*

Comply

- 2.4.14 Provide for Computer Telephony Integration (CTI) applications such as click-to-dial, screen-pop, and enhanced call routing based on caller data.

*Avaya Response:*

Comply

- 2.4.15 Provide enhanced telephony endpoints at the desktop with self-help, text broadcast, and group paging functionality.

*Avaya Response:*

Comply

- 2.4.16 Provide soft phone capability to work on any smart phone or tablet.

*Avaya Response:*

Comply

- 2.4.17 Fixed-Mobile convergence wireless services to support smart phone users and their mobility requirements.

*Avaya Response:*

Comply

- 2.4.18 Session Initiation Protocol (SIP) support for trunks, endpoints, and Unified Communications.

*Avaya Response:*

Comply

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

- 2.4.19 Unified Communications functionality for collaboration and presence management.

***Avaya Response:***

Comply

- 2.4.20 Video and web-based conferencing for remote/geographically distributed employees to support business meetings, training, and judicial system procedures.

***Avaya Response:***

Comply

- 2.4.21 Communications switches (new, existing or upgraded) are an integral part of the inter- and intra- network. The target voice environment includes the North American Number Plan based on the existing switched network provided by Maricopa County. Automatic Route Selection and Automatic Alternative Routing will be used to route calls on private and public switched telephone networks (PSTN).

***Avaya Response:***

Comply

- 2.4.22 The proposed communications system must be based on a technically strong, robust platform and must support the evolving needs of the County and integrate with new applications as they are made available to the market.

***Avaya Response:***

Comply

- 2.4.23 The Contractor shall guarantee that the system hardware, software, and materials provided the County shall be new, of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units. A new product is defined as a product that is made up completely of unused, genuine, and original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable. Refurbished, re-conditioned, or re-manufactured equipment shall not be provided to the County in any part of the proposed system.

***Avaya Response:***

Comply. Refurbished, re-conditioned, or re-manufactured equipment shall not be provided to Maricopa County in any part of the proposed system of 'new product'.

Avaya's warranty is as provided in the Contract, Section 6.3 Warranty of Services.

- 2.4.24 Power of Ethernet (PoE): The new system must provide PoE for network devices and end points.

***Avaya Response:***

Exception. Power Over Ethernet (POE) is supported but not provided on the Avaya Desktop Video Device or the Avaya Video Conference System endpoints.

2.5 **IMPLEMENTATION TIMELINE REQUIREMENTS:**

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

2.5.1 **Multi-year Migration Plan and Other Requirements:** The County envisions department deployments staggered over the next few years, starting with the Office of Enterprise Technologies-(OET) Chambers building with approximately 200 users and the new Court Tower building.

The following table indicates the projected user migration from the Nortel SL100 to the proposed solution.

<b>Year 1</b>	<b>1800</b>
<b>Year 2</b>	<b>7200</b>
<b>Year 3</b>	<b>4000</b>
<b>Year 4</b>	<b>3200</b>

*Avaya Response:*

Read and understood

2.5.2 **VoIP Deployment Strategy for each Department.** The selected vendor will use the County’s deployment schedule and shall develop a plan to deploy the new VoIP layer of communications building by building, and or department by department with a cluster of buildings. The new VoIP system will replace the current functions provided by the Nortel SL100 PBX and small Key systems. The VoIP system will also have additional communications enhancement and functions available to be deployed as needed by each department.

*Avaya Response:*

Read and understood

2.5.3 **Unified Communications Deployment Strategy for each Department.** Prior to the IP Telephony/VoIP installation each department will be surveyed by the County’s consulting team, the vendor and business analysts prior to the deployment of each building or department to determine the types of devices, system integration level and specific Unified Communications needs for each department. The vendor will be required to provide an SOW for implementing the solution within 15 days of receiving each department’s requirements, unless agreed in writing by both parties.

*Avaya Response:*

Read and understood

2.6 **INTEGRATION REQUIREMENTS:**

2.6.1 **Unified Messaging deals with the integration of non-real time communications** including voice mail, email and fax communications. These systems are currently in place at the County and under policy review for deployment. The vendor shall integrate these systems in the overall Unified Communications environment and department strategic deployment. Tasks may be assigned by OET to support the configuration design and vendor deployment.

*Avaya Response:*

Comply

2.6.2 **Contact Center** communications are currently being deployed at the County. The vendor shall integrate UC into these systems as specified by the county.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

***Avaya Response:***

Comply

- 2.6.3 **Network:** The County's WAN/LAN infrastructure is undergoing major upgrades to support IP communications with QoS for voice, data and video. The VoIP deployment will be dependent on the completion of the network upgrade schedule.

2.7 **IMPLEMENTATION PLAN:**

**Implementation Plan is generally as set forth below and specifically as set forth in mutually agreed to Master Statements of Work (MSOW) and Descriptions of Work (DOW).**

**Avaya Implementation Summary**

Avaya provides a project management process that will be tailored to meet specific requirements for the Maricopa County project. These processes have been proven time and again to be a reliable formula for a smooth and successful communications transition. Maricopa County's specific requirements will be incorporated into the implementation phases outlined below enabling technical accuracy and compliance with the scope of the project.

**Implementation Phases**

The following is a summary of the primary project implementation phases:

**Pre-Contract Phase**

- Design assurance
- Develop cutover dates

**Contract Phase**

- Review final design and Statement of Work
- Confirm final cutover dates

**Planning Phase**

- Site Survey
- IP Migration IP-Readiness Services Overview
- Network Design and Network Assessment
- Site Preparation

**Installation Phase**

- Solution Design and Development
- Software Station Review Process
- Avaya Communication Manager Solution Design and Configurations
- Change Management

**Cutover Phase**

**Post Cutover Phase**

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

- Register the systems with the Initialization and Administration System (INADS) group in Denver
- Perform Security review
- Perform Quality Walkthrough
- Deliver Preliminary Invoice
- Close orders
- Document Lessons Learned
- Conduct Post-Cut Meeting

Avaya implementation Program / Project Managers are well-versed in the methodology and practices of the internationally-recognized Project Management Institute and have built upon that base of knowledge to develop a unique methodology that enables implementation project success with Avaya products and solutions. This methodology includes:

- Performing effective meeting management
- Managing scope and change control
- Developing and distributing regular status reports
- Conducting kick-off meetings
- Developing and managing the project plans and schedule
- Developing and managing the communication plan
- Developing and managing the escalation plan
- Monitoring and tracking risks, issues, and action items
- Confirming site readiness
- Developing and executing the project cutover plan(s)
- Developing a test management plan
- Managing handoff to maintenance
- Managing project closure
- Documenting and sharing lessons learned

Avaya Program / Project Managers generally use Microsoft Project, or a tool mutually agreed upon with Maricopa County, to develop and maintain the project schedule. , Avaya Program / Project Managers create, distribute, and maintain a Project Binder Toolkit as a deliverable to improve efficiency and quality of implementation projects. This binder is tailored to the needs of the project and can include the following sections with others added as needed:

- Project-Customer Profile
- Project Charter
- Communications Plan Summary
- Contact List
- Project Tracking Worksheet
- Action/ Issue/ Risk / Note Log with Risk Matrix
- Lessons Carried Forward

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

- Project Status Report
- Kickoff Meeting Agenda
- Customer Support Quick Reference Guide

Avaya implementation plans are based on a history of implementing large, complex, multisite projects. The Avaya implementation methodology and the project team's experience are key differentiators of the Avaya solution. The Avaya solution addresses the requirements specified by Maricopa County and is unique in its ability to provide:

- A solution that extends the feature functionality of the core applications out to the edge of the network for remote users
- Support for an evolutionary migration to IP that allows the implementation of TDM and/or IP ports to co-exist and be migrated based on Maricopa County's need versus technology requirements without loss of functionality
- Experience in implementing large scale, multi site projects
- Recognized leadership in IP deployments
- Engineered quality processes to mitigate risk of delays and enable delivery efficiencies
- An in place support plan
- Highly experienced and industry certified design, implementation, and project management teams with multivendor data certifications
- A plan that includes testing and staging of the solution by the technology provider
- Continuity of the designs and associated implementation methodology across the locations regardless of size and geography
- Risk reduction for Maricopa County by utilizing Avaya Global Support Services organization and expertise with deployments
- In house networking readiness experts and patented assessment tools
- Economies of scale by relying on a single partner to perform the majority of services
- Patented tools for trouble identification and remote alarm resolution

The Transition/Cutover Plan for Voice Migration brings together all procedural information necessary for a smooth transition to the new Avaya provided Systems. The plan is a joint effort between the Avaya Project Team and Maricopa County. It represents the tasks, priorities, and reference procedures controlling the flow of the cutover.

- Cutover Activities include those functions related directly to the actual placement of the new system in service. This includes the preparation of the cutover plan, identification of essential lines and services, if applicable, coordination with the Telcos and other Common Carriers, activation of the switch, and installation testing activities.
- The Cutover Date will be mutually agreed upon prior to the start of work. Prior to the cutover phase, Avaya will provide a Project Manager to work with Maricopa County Project Liaison and representatives to complete a detailed cutover plan. The cutover plan will be customized as required throughout the project.

**2.8 WARRANTY:**

- 2.8.1 All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

**Avaya Response:**

Comply, to the extent provided in Avaya warranty documents, attached hereto and incorporated herein. Avaya's warranty is as provided in the Contract, Section 6.3 Warranty of Services.

- 2.8.2 The warranty period for workmanship and materials shall be for an initial period of twelve (12) months and commence upon acceptance by County.

**Avaya Response:**

Exception, please refer to responses to sections 2.1.6 and 2.8.1 above

- 2.8.3 The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

**Avaya Response:**

Comply. Please refer to responses to sections 2.1.6 and 2.8.1 above for warranty conditions and limitations.

- 2.8.4 The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations.

**Avaya Response:**

Comply with clarification. The warranty is as described in responses to section 2.8.1 above. Avaya complies with all laws and regulations applicable to Avaya.

2.9 **MAINTENANCE:**

The Contractor shall provide for maintenance under this Contract upon acceptance of materials by the Using Agency.

- 2.9.1 Experienced Technicians certified on products and software being proposed and installed must be available and live in Maricopa County.

**Avaya Response:**

Comply with clarification. Avaya has experienced technicians certified on products and software being proposed and installed who live in Maricopa County. Avaya also utilizes many resources to perform the installation and services. Support may be drawn from local teams or may be located throughout the world.

The premier Avaya Global Support Services remote technical services team is comprised of tiers of experienced and trained service support personnel worldwide. These team members are located in three primary contact centers globally, several locations in North America, and in numerous other international locations for a total of 27 centers worldwide. In addition, Global Support Services team members have immediate access when necessary to Tier IV, the Avaya Labs Research and Development teams, which develop and enhance our award winning products.

Avaya Global Support Services remote team members have an average of over 15 years of experience in the industry and hold multiple Avaya and industry certifications, such as, LINUX, Cisco, Microsoft, and Extreme Networks. Global Support Services team members are readily available to enable our customers receive the highest levels of remote technical service support. Our resource algorithms are constantly adjusted to meet the service requirements of our customer base and maintain the associated contractual response intervals.

Avaya Service Agreement customers receive remote monitoring, diagnostics, testing, and resolution through Avaya Global Support Services centers, which are staffed 24 hours a day, 7 days a week, including holidays. On-

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

site response coverage for major outages will be provided according to the maintenance agreement terms. Minor outages will be responded to by 5:00 p.m. the next business day, excluding Avaya holidays, regardless of the coverage option selected. Many problems are cleared remotely by Avaya patented EXPERT Systems<sup>SM</sup> Diagnostic Tools and Global Support Services and often before anyone has experienced a problem.

These 27 Global Support Services centers staffed by more than 2,200 technical associates world-wide, including technicians, engineers, helpline personnel, and managers, provide support for Avaya Communications Systems, including Unified Communications, IP Telephony, Call Management Systems, Voice Response Systems, Mobility solutions, Contact Centers, Small/Medium Business Solutions, and Global Video Solutions. Avaya Global Support Services also provides support directly to Avaya customers. By calling the Avaya telephone number (toll-free in the U.S.) you can consult with some of the best technical product specialists at Avaya. Working quickly and effectively, these experts can handle all types of service problems and provide critical support remotely.

Key to our ability to quickly fix Avaya customer systems is our patented EXPERT Systems, which is an integral part of Global Support Services. Avaya Global Support Services operates 24 hours a day, all days of the year, and provides around-the-clock system monitoring, diagnosis, and testing that helps maintain system availability. Our systems and diagnostic tools can detect even small departures from prescribed performance parameters, and respond instantly to alarms issued by the self-diagnostic capabilities built into the Avaya Communication Systems.

Included in this contract is pricing to Maricopa County for support services for 24x7

**2.10 FACTORY AUTHORIZED SERVICE AVAILABILITY:**

The Contractor shall have and maintain a local factory authorized service facility within the Maricopa County, Arizona. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

***Avaya Response:***

Comply with clarification. There are seven technicians in Phoenix and two in Tucson who are qualified on Communication Manager. These technicians only perform minor programming. The majority of programming is handled by remote technical resources – generally a Software Specialist for implementations or a remote engineer for maintenance break/fix issues.

**2.11 FACILITIES:**

During the course of this Contract, the County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

***Avaya Response:***

Read and understood

**2.12 TRAINING:**

The Contractor shall provide adequate user training to all County users and admin staff. Admin and technical staff shall be completely trained in the use and care of the equipment to support the end users.

***Avaya Response:***

Read and understood.

Avaya University, in partnership with Avaya, develops and delivers high quality training for Avaya products and solutions. Avaya University uses a blended learning approach that offers a combination of web based and classroom learning environments to maximize effectiveness and decrease time required to reach proficiency.

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Avaya University supports and maintains the Avaya Learning Centre where both Avaya Professional Certification and Learning Program content can be found.

For more information, please visit the Avaya Learning Centre website at [https://www.avaya-learning.com/logon\\_form.asp](https://www.avaya-learning.com/logon_form.asp).

**Knowledge Transfer / Training for Maricopa County**

Avaya will perform the following activities during the Knowledge Transfer/Training Stage of the project.

**Secure Access Link**

Avaya will:

Upon completion of the implementation, cover the following topics in an informal one-hour knowledge transfer session for one Maricopa County administrator. Avaya will perform knowledge transfer remotely during standard work hours.

- How to access Secure Access Link Gateway and Policy Server
- How to administer changes to Secure Access Link Gateway and Policy Server

Provide four hours of knowledge transfer for up to four Maricopa County administrators which would include:

- User administration of Core and Remote Server
- Addition of Gateway or Managed Elements to the Core Concentrator

**Avaya Aura® Session Manager (SM)/Avaya Aura® System Manager (SMGR)**

Avaya will cover the following topics in an informal knowledge transfer for one County administrator for up to two hours:

How to access system

How to administer moves, add and changes

How to configure SIP interfaces

How to manage features

**Application Enablement Services (AES)**

Avaya will:

Provide a one-hour informal session covering the AES integration and an overview of AES for up to five County system administrators.

**Avaya Aura® Conferencing (AAC)**

Avaya will:

Conduct up to 16 consecutive hours of informal knowledge transfer covering the following topics for up to five County administrators:

- Access system
- Establish clients in CRS
- Administer client moves, adds and changes
- Manage features

**EXHIBIT B**  
**RFP RESPONSE SCOPE OF WORK**

Avaya will deliver informal knowledge transfer in consecutive hours/days during standard Avaya work hours.

**Avaya Aura® Communication Manager (CM)**

Avaya will:

Conduct 1,284 hours of onsite, instructor-led end user voice terminal training. To maintain the quality and integrity of the training, Avaya recommends a one-hour class with a maximum of 15 participants per class. Training will be delivered in consecutive hours/days during standard Avaya work hours

Establish up to 15 training stations in County-provided training room

Conduct up to four consecutive hours of train-the-trainer sessions for up to five County trainers on voice terminal features. In addition to the session hours, the pricing includes four hours for training course preparation

**Communication Manager System Handoff Review**

Conduct up to two consecutive hours of informal knowledge transfer covering the following topics for up to five County administrators on Communication Manager:

Access system

Administer user moves, add and changes

Change feature access codes

Manage features

Route outgoing calls

Review Communication Manager dial plan

**Avaya Video Conferencing Solution**

Avaya will cover the following topics in an informal knowledge transfer for one County administrator for up to two hours:

End User training

How to manage video features, if applicable

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**



**Master Statement of Work**  
**for**  
**Maricopa County Arizona**  
**VoIP Telephony and Unified Communication Systems Project**

**23-September-2011**

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**Table of Contents**

Section 1: Summary.....4

Section 2: Introduction .....4

Section 3: Overview of Avaya Services.....4

Section 4: Scope of Services .....8

Section 5: Assumptions.....23

Section 6: Exclusions .....25

Section 7: Maricopa County Responsibilities .....27

Section 8: Acceptance Criteria .....30

Section 9: Contact Information.....31

Section 10: Deal Execution and Signature.....31

Exhibit 1: Change Management Process.....32

Exhibit 2: Change Management Request Approval Form .....33

Exhibit 3: Draft Template Description of Work – Avaya Inc. Implementation.....33

## **EXHIBIT B-1**

### **MASTER STATEMENT OF WORK**

#### **Section 1: Summary**

Avaya will provide services to Maricopa County, Arizona (“End User Customer”), to deliver VoIP Telecommunications and Unified Communications Systems and associated Products and Services. The solution will be implemented with a new communication system capable of providing telephone service and Unified Communications for their departments county-wide.

#### **Section 2: Introduction**

**Contract Reference:** This Master Statement of Work (“MSOW”) is governed by the Maricopa County Contract Serial 10151-RFP entered into as of June 8, 2011 between Maricopa County, Arizona, and Avaya Inc. (“Agreement”). In the event of a conflict between this MSOW and the terms of the Agreement, the order of precedence shall be: 1) the Agreement; and 2) the MSOW.

Additional details of the Services and Deliverables to be provided are defined throughout this MSOW and in the applicable exhibits.

##### **Project Phasing**

This MSOW provides a general description of the overall VoIP Telephony and Unified Communication Systems and associated Products and Services project (the “Project”). Solution implementation activities will be delivered in multiple Phases. Phases (“Phase”) of the project include design, Core buildout, hardware installation, configuration, and station deployment activities for (i) Data Center 1, (ii) Data Center 2, (iii) Court Tower locations, followed by (iv) upgrade activities on the existing SL100 communication system. Additional buildings will be phased in through 2015 and will be scoped and implemented based on Customer timeline and deployment requirements separately. The core implementation will have the capacity as stated in the RFP to cover Maricopa County.

Avaya will develop individual Descriptions of Work (“DOWs”) for each Phase, which shall detail (i) the listing of the hardware and software deliverables to be procured by Customer for that Phase, and (ii) the implementation and professional services work to be delivered for each Phase. Each DOW will be designed by the location name and shall detail the hardware and software as well as the implementation and professional services work to be furnished for that specific location. Each DOW will be issued based on a design quote for a specific site. The information in the DOW may include the following information: (i) details of the technical scope for the End User location; and (ii) the fees payable by MARICOPA COUNTY to Avaya for the services and/or hardware/software deliverables. Once Avaya and MARICOPA COUNTY agree on the DOW scope and price, MARICOPA COUNTY will sign the DOW, and issue its purchase order(s) authorizing Avaya to proceed. Each DOW will represent a single Phase.

MARICOPA COUNTY agrees the delivery, installation, testing, acceptance and payment for the hardware and software installed and the services furnished under any one Phase is not dependent on the delivery, installation, testing, acceptance and payment for the hardware and software and/or services furnished under any other Phase. MARICOPA COUNTY further agrees and acknowledges its intent that the hardware and software delivered and services accepted under any one Phase constitute a fully functional system not dependent on the equipment or services of any other Phase. The warranty period for each Phase will commence with In-Service Date (defined in Section 8 herein) of that Phase. Avaya will issue its invoice for the hardware and software for each Phase when it ships. Avaya will issue its invoice for the services furnished under any Phase upon successful completion of the Acceptance Period (defined in Section 9 herein).

#### **Section 3: Overview of Avaya Services**

Subject to Section 5 (Assumptions), Avaya will provide the following Services as more fully detailed in Section 4 (Scope of Services) below.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

### 3.1 Overview of Avaya Services

Maricopa County departments contain an estimated 21,000 Nortel telephone users deployed over multiple campuses and buildings across the county. The new Unified Communications system will replace the current Nortel SL100 system and various small telephone systems. Avaya will install a new geo-redundant S8800 Core CM (Communication Manager) version R6 system with Survivable Core, ASM (Aura Session Manager), AES (Application Enablement System), new IP endpoint devices, a Meeting Exchange conferencing system, a Polycom RMX Video Bridge and Video Border Proxy, Presence, and SAL (Secure Access Link). This solution includes Solution Architect design services and Technical Governance support, Network Assessment activities, and Quality Testing activities.

Avaya will provide Services pertaining to the installation of hardware and software in an upgrade, replacement, or Greenfield environment at the Customer site(s), including pre-configuration, site prep, installation, provisioning, as-is upgrade, testing, and bringing into service in accordance with the requirements and acceptance criteria, if any. The scheduled dates for installation services will be set out in a mutually agreed Project Schedule.

#### **Professional Services Consulting:**

**Avaya PGM (Program Management):** Provides the Customer with a single point of contact (SPOC). The PGM will coordinate with Customer and Avaya personnel in planning, managing, and coordinating all Services to be performed under applicable (separate) Descriptions of Work. The PGM will supervise overall activities to ensure a successful program. This program can include high level projects with multiple sub-projects to be implemented in an integrated fashion with support from multiple Avaya resources. Additional full time and/or a part-time Program Management support can be provided at an additional cost following the initial six month engagement at the consulting rates shown below.

**Architecture Services:** Architecture Services provides technical and consulting expertise, customized to Customer's business needs. These services provide an ASA (Advanced Solution Architect) who serves as a strategic advisor throughout the various stages of the project. Architecture Services will leverage strategic and technical resources from Avaya including SME (Subject Matter Expert) team members. An ASA will be responsible for the planning, directing and controlling of activities and efforts to achieve the specific set of objectives stated in this MSOW. The ASA will oversee the technical documentation and technical governance throughout the Planning and Design Stage of the project. The ASA will follow a proven programmatic process which includes information/requirements gathering, information analysis, recommendation development, peer reviews, solution refinement, customer reviews, and a final recommendation presentation with associated documentation.

#### **Professional Services Consulting – Resource Utilization Plan**

Professional Services Consulting resources will be engaged on a time and materials (T&M) basis, with billing taking place at the completion of each month. The Professional Services Consulting represents consulting time at a monthly fixed price and is independent of any concurrent or future efforts. MARICOPA COUNTY agrees that the consulting time is accepted upon performance and will be billed monthly. The Program Management engagement duration for this program is for six (6) months for a single resource at full time. The ASA (Advanced Solution Architect) engagement duration is for three (3) months at full time for Data Center 1 and Data Center 2 system design and architecture. An additional six (6) weeks of ASA technical governance support will be provided over the course of the first year of deployment activities, and will be represented in subsequent DOWs based on future Phase requirements.

Each consulting month will be billed at a monthly rate:

- Full time Program Management Consulting at \$33,558, (\$39,480 before discount) per resource per month.
- Part time Program Management Consulting at \$19,176, (\$22,560 before discount) per resource per month.
- Advanced Solution Architect Consulting at \$40,800.00, (\$48,000.00 before discount) per resource per month.

## **EXHIBIT B-1**

### **MASTER STATEMENT OF WORK**

#### **Implementation Phases and methodology**

Solution implementation activities will be delivered in multiple Phases. Initial implementation Phases are shown in the chart below.

<b>Phase</b>	<b>Description</b>
Phase 1 - Core Data Center 1 and Data Center 2 Phase	Design, installation, configuration, testing and deployment of the hardware and software for the Core Data Center 1, Data Center 2 , and the Chambers building.
Phase 2 - Court Tower Phase	Installation, configuration, testing and deployment of the hardware and software for the Court Tower.
Phase 3 – SL100 Upgrade phase	SL100 upgrade with XA core.
Phase 4 – ACE phase	ACE Integration to tie in SL100 users to features in the Avaya core.

Additional Phases will be scoped, designed, implemented, and cutover are to be determined based on a mutually agreed to timeline and deployment requirements, and will be represented by a DOW.

#### **3.2 Planning and Product application overview**

**The intention of the below information is to be a high level orientation to the terminology utilized throughout this MSOW.**

**3.2.1 CM (Avaya Aura™ Communication Manager):** provides Customer with voice communications services, telephony features/functionality and integration across Customer's network(s).

**3.2.2 SM (Avaya Aura™ Session Manager) and SMGR (Avaya Aura™ System Manager) Implementation:** SM is a SIP (Sessions Initiation Protocol) routing and integration tool that integrates SIP entities, locations, and applications across End User Customer' s enterprise network. SMGR is used to manage and administer SM routing and integration capabilities.

**3.2.3 SAL (Avaya Aura™ Secure Access Link):** allows the Customer complete control of when and how Avaya, or any other Server Provider, can access Customer equipment protected by the solution.

**3.2.4 VoIP (Voice over Internet Protocol) Readiness Assessment:** is a custom Avaya methodology that allows for the validation/testing of sites. The Readiness Assessment serves to objectively ensure the production data infrastructure's is able to meet the required VoIP metrics which is necessary for normal solution operations and quality of communications. Avaya will provide VoIP Readiness Assessment Services consisting of consulting which includes optimization, validation/testing and troubleshooting on Customer's network for critical elements required to deploy an IP telephony solution.

**3.2.5 AES (Application Enablement Services):** Provides a enhanced set of telephony APIs (Application Programming Interfaces), protocols, web services, and direct IP (Internet Protocol) access to media, enabling data applications to interface with CM (Avaya Aura™ Communication Manager).

**3.2.6 AAC (Avaya Aura™ Conferencing):** combines Avaya's audio conferencing capabilities with an array of enterprise collaboration tools and video, giving Customers an enhanced ability to launch and manage virtual conferences.

**3.2.7 Quality Testing** service is a remote service that provides a pre-defined set of testing plans, cases and scripts. Tests are performed remotely with minimal impact to Customer's network environment and staff productivity.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

Avaya's experts will use a variety of tests, changing the volume or the mixture of call scenarios, to represent real Customer's interactions.

Quality Testing Services will be performed one time at the completion of the Core buildout. And will provide a quality test on the performance of:

- CM (Communication Manager)
- ME (Meeting Exchange)

**3.2.8 AVCS (Avaya Video Conferencing Solutions)** services include implementation activities for the following:

- Avaya Desktop Video Device with Avaya Flare®
- AVCS 10X0 Video Endpoints models

**3.2.9 Call Center Design:** Call Center Design Service will assist Customer with their call center planning, design, and implementations. Avaya will assign a Call Center Consultant that will provide business and technical consultation during the Customer's call center solution deployment.

**3.2.10 CMS (Call Management System) New Installation:** CMS is a reporting solution that provides to contact center managers detailed reporting information on the operation of the center.

- **3.2.10.1 CMS Network Printer Interface:** The CMS Network Printer interface provides the ability to print information from the CMS server to TCP/IP network printers.

**3.2.11 Presence Services:** Avaya Aura Presence Services provides a scalable, high performance presence aggregation service that collects and disseminates rich presence information between Avaya and other third-party endpoints. The presence information allows users to locate colleagues and experts to address customer inquiries, handle a service issue, or solve a critical project problem in real time. It helps to expand contact center capabilities by leveraging resources and expertise across the entire enterprise to serve customers better.

**3.2.12 AACC (Avaya Aura Contact Center™):** software suite provides enterprise-class control of contact-center communications across multiple channels: voice, video, email, Web chat, and IP telephony. It can simplify the management process, helping companies maintain high levels of service.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

## Section 4: Scope of Services

Avaya will deliver and implement the Services outlined below within the scope of this Section 4.

### 4.1. Program Management

Avaya will:

Provide a PGM (Program Manager) who will be the single point of contact (SPOC) for implementation activities including:

- Develop and maintain a high level program schedule.
- Conduct a program kickoff meeting to review program objectives, scope and confirm customer requirements.
- Coordinate Avaya equipment delivery and inventory management.
- Determine implementation resource requirements and coordinate scheduling of resources for activities.
- Develop and maintain in coordination with program team, a work breakdown structure and program schedule including:
  - Work package decomposition.
  - Critical path activities.
  - Milestones and tasks.
  - Task responsibility assignment
    - Definition of roles and responsibilities
- Generate and maintain a program workbook.
  - Implementation plan which defines overall plan, approach and methodology to be utilized during the program.
  - Change management plan which defines the methodology for tracking changes in scope of the program (schedule, resource, functional, or technical) and provides the mechanism for change impact assessment and acceptance/rejection procedures.
  - Communication plan, including definition of escalation path which defines key contacts and escalation path for program resources, the meeting structure, attendance expectations, status reporting approach, frequency and the mechanism for distribution of updates.
  - Risk mitigation plan which describes the methodology for identifying, tracking, managing and resolving potential risks that might impact program success and/or quality.
  - Cutover plan which describes the sequence of events that occur just prior to, during and immediately after the cutover process, including go/no-go decision points, task assignments, back out criteria and system restore procedures.
- Conduct weekly program status meetings and issue status reports.
  - Identifies program issues/actions, with a description of the issue and action for resolution including open date, due date and party responsible for resolution

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Manage change management process.
- Maintain issue/action log
- Confirm site readiness.
- Confirm that installation pre-requisites are complete.
- Confirm resource availability.
- Confirm hardware and software installation, and manage resolution of related issues.
- Confirm that configuration and programming pre-requisites are completed.
- Confirm configuration and programming.
- Manage issue resolution related to configuration and programming.
- Confirm that testing pre-requisites are completed.
- Work with the customer to collectively develop a test plan for the installed systems and solutions to include the testing of both the production and disaster recovery sites and components, including failover testing for complete site failure scenarios.
- Manage program test activities.
- Review test results.
- Manage and track test exceptions.
- Confirm test issues are resolved.
- Coordinate delivery of knowledge transfer and training specific to this program.
- Confirm and communicate cutover readiness.
- Facilitate development of cutover contingency plans.
- Monitor implementation activities and invoke escalation procedures and contingency plans as needed.
- Facilitate and confirm issue resolution related to cutover.
- Confirm post –cutover support is in place and provide post-cutover contact information to customer.
- Manage cutover and implementation support.

#### **4.2 SAL (Secure Access Link)**

Avaya will:

- Conduct data gathering to complete SAL (Secure Access Link) Registration Workbook.
- Perform on-site installation of Avaya provided hardware for SAL Gateways.
- Run the SAL tool to ensure the right JAVA version is installed on SAL servers, Linux operating system and packages are in place, and connectivity is available before Implementation / Configuration Stage begins.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Perform the following installation task in support of SAL Gateways:
  - Install Customer provided operating system.
  - Install required JRE (Java Run Time Environment Software).
  - Install the SAL Gateway software.
  - Connect SAL Gateway to Internet access to Avaya.
  - Avaya will provide on a timely basis the names of all designated US support resources that will be accessing the SAL.
  - Avaya needs to provide a data dictionary of all information automatically collected that is sent to Avaya and provide updates when the dictionary change within 10 business days.
- Configure SAL Gateway including:
  - Register SAL Gateway with Avaya Registration team.
  - Configure IP addressing and Solution ID.
  - Configure SAL Gateway for internet access to Avaya.
  - Configure SAL Gateway for alarming.
  - Configure up to 10 Managed Element per new SAL Gateway implemented.
- Configure alarming and remote access in SAL Gateway for supported products for additional SAL Gateway managed elements and adjuncts.
- Verify alarming for SAL.
- Validate remote access connectivity from SAL to the managed elements.
- Upon completion of the implementation, cover the following topics in an informal 1 hour knowledge transfer session for the Customer administrators. If requested, additional knowledge transfer sessions can be purchased via the Change Management process. Knowledge transfer will be performed remotely on during standard work hours:
  - How to access SAL Gateway.
  - How to administer changes to either SAL Gateway.
- Provide remote Help Desk support on the first day of business following the In-Service Date for a period of up to 8 hours during Avaya Standard Work Hours.

### **4.3 Architecture Services**

Avaya will:

- Meet with Customer's technical stakeholders to gather information about the technical environment and Customer needs.
- Produce relevant technical requirements and architectural documentation as stated below.

#### **4.3.1 Technical Requirements Review**

Avaya will:

- Facilitate discussions with Customer's technical resources to identify requirements

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Document the following as related to the current and future state:
  - Current and future technical objectives for the target communications solutions.
  - Current and future state technical requirements for the target communications solution including prioritization against objectives as appropriate.

**4.3.2 Architecture Investigation**

Avaya will:

- Facilitate discussions with Customer's technical resources to assess the current infrastructure and platforms, the existing programming/configuration and adjunct application(s).

**4.3.3 Architecture Review & Validation**

Avaya will:

- Review Customer's current environment in order to provide recommendations on the target communication technologies relevant to the technical requirements.
- Determine how the current infrastructure design affects future anticipated needs such as scalability, extendibility and integration of other services.
- Identify gaps between the target communication solution and the current communications environment for use in developing architectural recommendations.
- Document the above items for presentation to Customer.

**4.3.4 Architecture Future State Technical Integration Design**

Avaya will:

- Document technical integration architecture showing relevant solution components and integration points.
- Identify dependencies on external systems necessary to support the target communications technology.
- Perform the following activities related to Avaya Aura™ Communication Manager design:
  - Dial plan.
  - Network region configuration.
  - Codec settings.
  - Failover & fallback strategy (i.e. ESS/LSP (Electronic Switching System/Label Switch Path, timers and relating settings) including strategy for complete site failure.
- Perform the following activities related to Avaya Aura™ Session Manager design:
  - SIP (Session Initiation Protocol) entity link definitions as it relates to call routing.
  - Route policy definitions.
- Create a new Network Region Design by evaluating the following in support of the Communication Manager system:
  - Mapping of network regions to endpoints.
  - Locations and endpoint types.
  - ESS and survivability.

**4.3.5 Architecture Future State Technical Governance**

Avaya will:

- Provide governance for the technical integration architecture showing relevant solution components and integration points.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Identify and communicate dependencies on external systems necessary to support the target communications technology.
- Focus on architecture, design, configuration, and integration as it relates to the current state deployment and the going forward project initiatives.
- Provide technical leadership.
- Keep clear, active lines of communication open between Avaya and Customer's technical leadership teams
- Verify design integrity to align with Customer requirements.
- Customize best practices to fit Customer needs.

#### 4.3.6 As built drawings

Avaya will

**Provide an as-built drawing that will document the enterprise application design and associated adjunct platforms for each project location in a mutually agreed to format..**

#### 4.4 VoIP Readiness Assessment

Avaya will:

- Conduct requirements gathering session and site review of Customer's current data infrastructure.
- Conduct an analysis of Customer's data infrastructure supporting the voice solution against the requirements of the proposed solution and detail any gaps. The network only will be assessed.
- Assess the agreed to total sites for best practice design, configuration and optimization to support the VoIP Application while not negatively impacting the data traffic.
- Meet with Customer to review the evaluation, findings and specific recommendations based on design, configuration and optimization of the VoIP solution in place today, as it relates to Customer's business requirements.
- Support Customer in implementing agreed to VoIP optimization recommendations.
- Develop a mutually agreed to test plan.
- Test the customers site WAN/LAN Infrastructure (Using various toolsets: Expertnet, NTR, ELAT) to validate if required voice metrics are being met once recommended changes are implemented.
- Troubleshoot/Assist in adjusting configuration(s) to meet required voice metrics if required.
- Test the Customer's VoIP infrastructure using Avaya's Expertnet™
- Perform separate tests to cover the total sites to be deployed, unless otherwise agreed.
- Schedule validation/testing sessions to cover an average of 3 remote sites to be deployed, with each session lasting up to 3 days (72 hours).
- Troubleshoot and assist in adjusting configuration(s) to meet required voice metrics if necessary.
- Analyze and compile the data output into a detailed report.
- Provide a report which includes:
  - Validation of Customer's current infrastructure.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Data infrastructure recommendations required to support the proposed Avaya VoIP solution.
- Results of the simulated traffic, with statistics on Mean Opinion Scores, packet delay, loss and jitter.
- Data results for each available VoIP segment as outlined in pre-defined test plan.
- Traffic analysis reports for all captured data for all segments monitored.
- Results of voice traffic simulation on the network at projected volumes.
- Summary of the performance of the networking devices under current Inter-Operating System (IOS) version according to the results of the Expertnet™ testing tool.

#### **4.5 SM (Avaya Aura™ Session Manager)**

Avaya will:

- Review Customer's network topology diagrams and enterprise architecture.
- Review existing disaster recovery requirements and routing as it relates to SM.
- Develop network diagram for SM and SMGR, which may include:
  - Codec recommendations for deployed solution.
  - Session Manager SIP Entity topology.
- Develop SM architecture, which may include:
  - SIP entities.
  - Entity links.
  - Locations and call admission control rules.
  - High level routing policies, which will include:
    - Dial patterns.
    - Utilization of existing adaptations.
    - Time of day routing.
    - Egress / ingress rules and load balancing rules (if required)
- Work with the Customer to complete the SM planning forms.
  - Develop a standard test plan defined by Avaya.
- Unpack, inspect and inventory hardware.
- Install hardware and configure basic IP settings.
- Load solution template onto server from Customer provided bootable media.
- Execute the test plan as developed during project planning and design activities.
- Test alarming

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Test the configuration and duplication for both the production and disaster recovery systems.
- Validate SP testing results of SIP trunking for basic control and VoIP (Voice over Internet Protocol) connectivity.
- Avaya will cover the following topics in an informal knowledge transfer for Customer administrators for up to 2 hours. If requested, additional knowledge transfer sessions can be purchased via the change management process.
  - How to access system.
  - How to administer moves, add and changes.
  - How to configure SIP interfaces.
  - How to manage features.
- Avaya will execute the SM cutover plan as developed and defined by the Avaya project team and customer.

#### **4.6 AES (Application Enablement Services)**

Avaya will:

- Work with Customer to review systems requirements / dependencies and collect data necessary to perform configuration of AES.
- Enable and configure SAL (Secure Access Link) embedded agent.
- Verify remote access to AES and CM.
- Program IP Interface on CM for AES implementation including:
  - Input translations for configuration of IP interface boards used by AES.
  - Program IP addresses provided by Customer.
- Administer AES application and server with configuration information as provided by Customer.
- Verify AES and media server can communicate with each other.
- Administer AES application for 2 APIs (Application Programming Interfaces).
- Generate PLDS (Product Licensing and Delivery System) license file, download to AES server; and install PLDS license.
- Validate transport connection(s) from AES to CM.
- Test integration of AES with production and disaster recovery CM systems.
- Test API integration as described below for those APIs that are installed:
  - For the TSAPI (Telephony Server Application Programming Interface), perform ASAI (Adjunct Switch Application Interface) heartbeat test for TLINK (TSAI Link).
  - Perform a TSAPI Make Call test using the username / password, device and TLINK that the application vendor would use.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Provide an informal knowledge transfer session covering the AES integration and an overview of AES for Customer system administrators. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.
- Activate AES.
- Perform AES application backup into a Zip file and e-mail to Customer upon completion of AES implementation.
- Create Zip file of PLDS license and e-mail to Customer upon completion of AES implementation.

#### **4.7 AAC (Avaya Aura™ Conferencing)**

Avaya will:

- Work with Customer's SPOC to assist with gathering pre-implementation survey information prior to the start of the project.
- Conduct a pre-implementation design conference call to:
  - Review Customer's technical environment and confirm its compatibility with the associated application.
  - Verify that all other implementation prerequisites have been met.
  - Review Customer's specific custom application requirements, as applicable.
- Unpack, inspect and inventory hardware.
- Install hardware and configure basic IP settings.
- Observe units upon power-up and verify successful completion of self-test diagnostics.
- Make physical connection to Customer's LAN, if applicable.
- Configure SAL (Secure Access Link) embedded agent.
- Program telephony system network translations.
- Activate software options.
- Review with Customer activated features.
- Configure Web Portal application.
- Configure AWC (Avaya Web Conferencing).
- Integrate AAC with Adapter for Microsoft Outlook Conference Scheduler.
- Integrate Audio Console software.
- Activate Video Streaming.
- For Directory Server LDAP (Lightweight Directory Access Protocol) Integration:
  - Integrate CRS (Client Registration Server) to Customer's Directory Server for automatic account creation.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Integrate Web Portal to Customer's Directory Server for LDAP authentication.
- Enable SSL (Secure Socket Layer) on web applications.
- Program SNMP (Simple Network Management Protocol) customization.
- Integrate AAC using SAL (Secure Access Link) for remote integration.
- Test AWC server connectivity.
- Test AAC with Adapter for Microsoft Outlook Conference Scheduler.
- Test stand-alone Audio Console functionality.
- Test Video Streaming functionality.
- Conduct up to 16 consecutive hours of informal knowledge transfer for Customer administrators on AAC. The informal knowledge transfer will be delivered in consecutive hours/days during Avaya's standard work hours. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.
  - System Access
  - Establishing clients in CRS.
  - Administering client moves, adds and changes.
  - Managing features
- Activate new system.

#### **4.8 CM (Communication Manager)**

Avaya will:

- Conduct a system network and trunking review with Customer.
- Design dial plan based on Customer's requirements.
- Design SNT (Software and Network Translations) based on Customer requirements.
- Review and finalize the solution design with Customer.
- Consult with each Customer end-user coordinator and collect data in support of station programming.
- Unpack, inspect and inventory hardware.
- Install the Aura server platform hardware.
- Install firmware updates, and additional memory and High Availability/failover hardware, if applicable.
- Unpack, inspect and power up gateways.
- Connect the trunk(s) from the facilities demarcation point including terminating into CM.
- Install Avaya provided cables up to 100 feet in length.
- Perform cross-connects for analog/digital stations in the switch room utilizing the MDF (main distribution field).

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Install same server "pair" at least 100 meters apart.
- Activate software and download PLDS and authentication files.
- Configure the dial plan.
- Customize SNT (Software and Network Translations) to include:
  - Feature access codes, COR (class of restriction) and COS (class of service)
  - One ARS (automatic route selection) table to coincide with COR including: emergency, local, 11 digit long distance and international
- Complete and load the customer provided system data.
- Load default system parameters to include:
  - Basic dial plan and station configuration.
  - Default COR and COS.
  - One ARS table to coincide with CORs.
- Configure default IP/SIP (Session Initiation Protocol) trunking.
- Validate SAL.
- Activate software and download PLDS license for Survivable Servers.
- Update dial plan.
- Perform basic system translations for trunking and network connectivity.
- Translate telephone stations.
- Configure and enable SAL (Secure Access Link) embedded agent
- Conduct up to 2 consecutive hours of informal knowledge transfer for Customer administrators on CM. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.
- Conduct up to 4 consecutive hours of train the trainer training for Customer trainers on voice terminal features. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.
- Provide end-user training instruction on telephone operation for new stations users.
- Provide one time set-up up to 15 training stations in Customer provided training room.
- Support Customer with activating network dial tone. Tasks include:
  - Activate new system.
  - Move connectivity and applications to new Avaya system, if applicable.
- Provide a remote software resource and on-site Technician resource for go-live support.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**4.9 Quality Testing Service**

Avaya will:

- Provide a single point of contact to review test requirements with the Customer and project team.
- Schedule a meeting with Customer and identify workflow, test parameters and duration of calls and timings.
- Document Test Plan.
- Review test plan and plan of execution with Customer.
- Create test environment and test data as defined in the test plan.
- Design and configure scripts to map the test requirements.
- Execute scripts and perform quality testing for the specified test parameters.
- Capture, analyze and interpret the result data.
- Document results of the Quality Testing .

**4.10 Avaya Video Conferencing Solution**

Avaya will:

- Work with Customer's SPOC to assist with gathering pre-implementation survey information prior to the start of the project.
- Review Customer's technical environment and confirm its compatibility with the associated solution.
- Verify that all other implementation prerequisites have been met.
- Review Customer's specific custom application requirements, as applicable.
- Planning and design of Station/ SIP video environment over Customer's environment.
- Unpack, inspect and inventory hardware.
- Install hardware and configure basic IP settings.
- Install videoconferencing room system monitor(s) per specification of monitor size ordered.
- Observe units upon power-up and verify successful completion of self-test diagnostics.
- Make physical connection to Customer's LAN.
- Provide physical deployment of the AVCS SIP Video Endpoints

**4.10.1 AVCS SIP Video Endpoints**

Avaya will perform the following activities for the 108 Avaya 10X0 Series and 25 Avaya Video Desktop Device Endpoints:

- Provide remote integration of the SIP Video endpoints with Presence if applicable.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Provide SAL preregistration and integration of the embedded Collaboration Server components, if applicable.
- Load Licenses into CM.
- Provide trunk group programming from CM to SM.
- Provide video conferencing enablement services for an existing Avaya Aura™ Conferencing solution including applicable configuration back to Session Manager.
- Provide implementation and programming of AVCM Server in Aura Session Manager and AVCS.
- Configure Presence Server elements to allow presence integration into video solutions from OCS / MOC / One-X/ ADVD as applicable.
- Test alarming
- Test a predefined video endpoint for functionality and supported features, codecs and cameras.
- Avaya will provide an informal knowledge transfer for Customer administrators for up to 2 hours. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.

#### **4.11 Presence Services**

Avaya will:

- Perform customer's environment check.
- Review Customer's technical environment and confirm its compatibility with associated application.
- Verify that all other implementation prerequisites have been met.
- Review and gather design data
- Install and configure software.
- Test and ensure presence status is properly displayed between integrated components.
- Conduct up to 2 consecutive hours of informal knowledge transfer for Customer administrators. If requested, additional knowledge transfer sessions can be purchased via the Change Management process.

#### **4.12 Call Center**

- Provide a Call Center Consultant that will work with Customer's business users during the planning and design of the call center solution.
  - Conduct an overview of the call center solution purchased, and project time allocation included in the offer.
  - Work with Customer to gather business and reporting requirements and identify key performance indicators.
  - Create requirements Documentation and Visio Flow Chats, which will be reviewed and agreed to by Customer prior to the onset of design build activities.
- Build agent assignment, hunt groups, calls flows, and other applicable call center configurations.
- Review with the customer and gain final authorization.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Upload the call center design into the CM server.
- Utilize the Visio Flow Charts and the authorized Requirements Design Documents developed during the Planning and Design Stage to validate that the call center is functioning as designed.
- Work with the customer to test all unique call flows, and make changes as applicable.
- Update all previously delivered call center documentation with results from testing.
- Provide support during actual cutover for the Call Center design
- Update all Call Center documentation with changes that occur during cutover.
- Provide consultative support during the go-live date which includes:
  - Assist supervisors in confirming that agents are properly using correct call-handling features and following established procedures.
  - Confirm that the implementation is operating according to design.

#### **4.13 Call Management System (CMS)**

Avaya will:

- Unpack hardware and remove all packing materials.
- Install CMS server(s), associated peripherals, and link wiring from the telephony system.
- Connect CMS server(s) and associated peripherals.
- Configure the CMS application. This includes:
  - ACD (Automatic Call Distribution) setup.
  - Configure Customer-specific parameters.
  - Link to Customer's telephony system.
  - Confirm and activate RTU (Right-to-Use) software licenses, if applicable.
- Provide turnkey integration between CMS and local ACD.
- Administer the Avaya Aura™ Communication Manager communication processor form.
- Implement routing statements in CMS, if necessary.
- Configure Processor Ethernet (PE)/C-LAN cards and CMS Network Interface Card(NIC) according to specifications as determined in Planning and Design Stage.
- Install and configure Route Table Entry with NIC Administration on CMS.
- Download NWP interface to CMS.
- Administer up to 10 printers or printer/server combinations.
- Provide instructions for using printer administration scripts.
- Validate LAN connectivity via ping test from the server to the default gateway assigned by Customer.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Test NWP interface on CMS.
- Provide the following training services. Class size is limited to 12 participants for CMS training activities. If requested, additional knowledge transfer sessions can be purchased via the Change Management process
  - **CMS System Administration:** Conduct a 2 days on-site knowledge transfer session for up to 12 students that will cover the following topics for Customer's CMS system administrators:
    - Explanation of Call Management System (CMS) configuration options.
    - Adding CMS clients.
    - Data collection and storage principles.
    - Data backup procedures.
    - Dictionary administration.
    - Administration of Exceptions.
    - Agent Administration.
    - Agent Tracing.
    - Contact center Administration.
    - User administration.
    - CMS Maintenance.
    - CMS System Setup.
    - Explain and demonstrate running Backups.
    - Reports administration and interpretation.
    - Administration of Shortcuts.
    - Explain use and administration of Timetables.
    - Explain use and administration of Holiday Tables (if applicable).
  - **CMS Supervisor and Supervisor Standard Reports:** Conduct a 2 days on-site knowledge transfer session for up to 12 students that will cover the following topics for Customer's contact center supervisors:
    - Call center operations and terminology.
    - CMS Supervisor overview.
    - Comparing CMS Supervisor and CMS (client/server).
    - Starting up and exiting CMS Supervisor.
    - Logging in to and logging out of CMS server.
    - CMS Supervisor terminal emulator.
    - CMS Supervisor controller, menu options, toolbar, and status bar.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Operations basics (e.g., commands, tools, menus).
  - Running operations in CMS Supervisor.
  - Running CMS Supervisor standard reports.
  - Editing, formatting and exporting CMS Supervisor report data.
  - Comparing CMS Supervisor and CMS report layouts.
  - Dictionary items.
  - Exceptions.
  - Agent log ID changes.
  - Call center administration.
  - Options tool.
  - Setting up and modifying toolbar.
  - Help menus.
  - Creating and modifying scripts.
  - System setup.
  - Maintenance menus.
  - User permissions.
  - Creating, scheduling, running and interpreting CMS reports.
  - Interpreting CMS report data.
  - Alerts and thresholds.
  - Exporting report data
- Avaya will provide 6 hours of remote cutover support for the CMS implementation.

#### **4.14 Avaya Aura Contact Center (AACC)**

**Avaya will:**

- Conduct a single requirements & design session at which participants validate specifications related to Customer-specific requirements determined to be within SOW scope.
- Provide an overview of Avaya Aura Contact Center capabilities based on the channels being implemented.
- Review the current contact center functionality and operations, including the completed contact center Pre-Design Survey.
- Explore future Contact Center organization and business goals.
- Review Installation site requirements within the Installation Checklist.

## **EXHIBIT B-1**

### **MASTER STATEMENT OF WORK**

- Define solution architecture.
- Define Agent Desktop configuration including multiplicity, as applicable.
- Design the multimedia applications, skillsets, and application transaction-flow diagrams to be used in the Contact Center Multimedia environment.
- Arrange a separate call to review the customer completed Installation Checklist.
- Audit servers purchased for the Contact Center application installation with Avaya proprietary script utility remotely using Customer provided remote access.
- Identify any critical obstacles or risks to the scheduled installation of the Contact Center products. Note: Installation activities will commence once servers have successfully passed the server audit.
- Conduct product testing as documented within the Installation Checklist on the product-specific post-installation checklist.
- Test the solution to confirm it is working per the approved transaction-flow design.
- Test retrieval and delivery of data to Communication Control Toolkit, if required.
- Turn the solution over to Customer.
- Correct in-scope defects and deficiencies; deploy revised scripts or updates.
- Provide up to 2 blocks of 4 hours of cutover support after business hours.
- Provide 2 day(s) of next day support after the cutover with one resource when the solution comes on line.

#### **Section 5: Assumptions**

Avaya's ability to perform the work described in this document is based on the following assumptions. The parties agree that changes occurring to any of the described assumptions below will constitute an unanticipated event resulting in a possible delay of the project and/or change in project costs. Any changes will be agreed to in accordance with Avaya's change management process as described in Exhibit 1.

##### **5.1 General**

- All documentation and/or custom developed materials provided by Avaya will be in a format to be determined by Avaya.
- Unless otherwise stated, Avaya Services will be delivered remotely.
- The service will be performed by Avaya or an Avaya subcontractor.

##### **5.2 Work Hours**

- Avaya's "standard work hours" are 08:00 to 17:00 (USA local time) Monday through Friday, excluding Avaya designated holidays.
- Non-cutover work will be performed during standard work hours.
- Overtime: This project has been quoted to include support outside of standard work hours for service-affecting work. This assumes that all service affecting work will be performed out of hours, Monday through Friday, 17:00 to 08:00 (USA local time) or any time on Saturday. If it becomes necessary for

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

Avaya to perform service-affecting work on a Sunday or an Avaya designated holiday, additional charges will apply.

### 5.3 Pricing

- The planned Project duration is approximately 48 months from the Effective Date for the implementation of all Phases of the Project. The Parties shall use commercially reasonable efforts to accelerate individual Phase schedules as mutually agreed.
- Project and Phase pricing is solution-based. The solution-based pricing for each Phase will include the price for the hardware and software being implemented, and the Services description for the applicable Phase, less any pricing discounts applied as set out in the Agreement.
- The price for each Phase will be reflected in a DOW at the time the DOW for the respective Phase is mutually agreed to between Customer and Avaya.
- Avaya is not responsible for charges incurred or work completed by any vendor other than Avaya or its subcontractors
- Travel and living expenses will be invoiced at actual cost in accordance with the Maricopa County **Office of Procurement Services** Contractor Travel and Per Diem Policy.

### 5.4 Technical

- For remotely delivered Services, an internet connection via Avaya Secure Access Link (SAL) . A unique system user ID and password is required and will be assigned to each individual with appropriate permissions.
- Network access will only be used to perform the activities described in this MSOW.
- For VoIP Solutions, Customer will have a network ready to support VoIP traffic.
- Customer's hardware, software and network must meet minimum Avaya requirements to support the solution, which will be presented to and reviewed with the Customer by the Avaya Program Manager/Project Manager at or before the project kick-off meeting.
- Servers targeted for integration must be attached to a network with no impediments to intercommunication between the devices.
- Customer's system may be unavailable during cutover. Avaya will notify Customer two weeks in advance of any potential outages associated with the implementation of this MSOW. Avaya will notify Customer two weeks in advance of each planned cutover event.

### 5.5 Environmental

For physical installations, Customer's equipment location shall meet the minimum Avaya environmental requirements for the equipment being installed, which will be presented to and reviewed with the Customer by the Avaya Program Manager/Project Manager at or before the project kick-off meeting.

### 5.6 VoIP Readiness Assessment

- Any site that fails to meet the test parameters will be reported and scheduled for a subsequent test session which will occur within 1 week of initial test.
- All onsite testing will be performed from a single location as mutually agreed.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Avaya will run up to one (1) Validation/Testing session per week to cover an average of 2 remote sites OR 1 Site to be deployed in near future unless otherwise agreed.
- Avaya will run each testing session up to (3) days <72 hours> in order to capture the maximum accuracy of the Data Infrastructures capability to meet required performance metrics for each site.
- Any sites that fail a testing session will be reported and pushed to future Testing sessions once those sites are resolved within 1 week of initial test unless otherwise agreed.
- During voice traffic injection, Avaya will request that the customer data network engineering team check the QoS ACL's and policies on network switches and routers to insure that traffic is matching the correct policies.
- All “onsite” services & testing will be performed from a single location at the Phoenix, AZ Maricopa County site.
- Should testing be required beyond the agreed to number of sites, additional services can be purchased via the Change Management Process..
- Avaya will provide a “Requirements for Testing” document detailing how switch ports should be configured for Babel Agents.
- Avaya will provide a Go/No Go status for each site at the conclusion of each test.

### 5.7 Call Center Design

- This engagement does not include the retrieval or review of data that currently resides in the existing call center platform(s).

## Section 6: Exclusions

The following activities are not included in the scope of Services to be performed by Avaya as priced within this Master Statement of Work:

### 6.1 Standard Service Exclusions

- Avaya Product Training or certification.
- Testing of Customer provided equipment.
- Resolving interoperability issues with other vendors not acting as a sub-contractor to Avaya.
- Any engineering, or re-engineering, of existing equipment whether previously supplied by Avaya except as required for integration or connectivity to systems, solutions, or components within the scope of this project.
- Any engineering, or re-engineering, of existing equipment supplied or previously supplied by another vendor.
- Any re-installation or modification of previously installed equipment, conduit, cable rack(s), or fiber duct(s).
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Concrete saw cutting and/or core drilling.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Sheet rock, ceiling tile, T-bar replacement and/or repair
- Any and all millwork (moldings, trim, etc.).
- Painting, patching, or finishing of architectural surfaces.
- HAVAC and plumbing relocation.
- Rough-in, bracing, framing or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Coordinating of the installation of cabling or inside wiring at Customer premises.
- Testing for network-wide integration of Customer's network.
- Cable lacing associated with equipment.
- Removal and disposal of any previously installed Customer owned equipment or cabling.
- All high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, core drilling, raceway and boxes.
- Any operating system patches and anti-virus software installation.
- Any modification to existing customized applications or 3rd party vendor solutions.
- Network issues, such as bandwidth, static, call quality, packet loss, jitter, delay, etc.
- Any additional functionality not mentioned in the scope.

## **6.2 Program Management Exclusions**

- Coordination of third-party voice and data network(s) and service provider facilities.

## **6.3 Architecture Services Exclusions**

- Implementation of Architecture Services recommendations to Customer or 3rd Party systems.

## **6.4 SM SIP Trunking to Service Providers Exclusions**

- Interoperability testing other than what is defined in the test plan.

## **6.5 AES (Application Enablement Services) Exclusions**

- Resolve interoperability issue with AES and custom applications.
- Resolve interoperability issues with AES and third party call recording applications.

## **6.6 CM (Communication Manager) Exclusions**

- Installation does not include support for customer ipv6 network. If the support is required, then a new pricing will apply.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

## 6.7 Quality Testing Service Specific Exclusions

- Implementation of recommendations based on the output from the Quality Testing.

## Section 7: Maricopa County Responsibilities

### 7.1 General

Customer will be responsible for the following:

- Designate a single Customer point of contact (SPOC) for Avaya. The individual will have a thorough understanding of its business requirements and technical environment, and will be authorized to make binding decisions on Customer's behalf.
- Complete forms and questionnaires as required by Avaya.
- Provide access to all parts of Customer network that are within the scope of this project, as required for the delivery of the Services.
- Coordinate delivery and installation of non-Avaya equipment required for the program.
- Provide remote access for Avaya personnel via the SAL gateway to systems for which Avaya has support responsibility.
  - Avaya's remote associates will comply with Avaya's background screening requirements. Maricopa reserves the right to include additional background requirements, at Maricopa's expense.
- For onsite physical access, Maricopa County's security clearance is required at Maricopa's expense.
- Complete worksheet for the SAL Registration Workbook.
- Provide list of managed elements to be supported by the SAL Gateway.
- Provide IP standard addresses for Gateway and for each device supported by the SAL Gateway.
- Ensure proper firewall ports are enabled / activated to support products and gateways prior to implementation.
- Download all applicable software from PLDS (Product Licensing and Delivery System).
- Provide operating system for any Customer provided servers as defined in product documentation.
- Validate that the SIP trunking is ready for SM implementation.
- Install and provision the SIP links from the non-Avaya product to the Session Manager.
- Provide a USB keyboard, mouse and a monitor during installation.
- Work with Avaya and Customer's network vendor to reach agreement on testing date and time.
- Install any AAC desktop software applications on Customer-provided PC(s).
- Provide SSL (Secure Socket Layer) certificate(s) for AAC (Avaya Aura™ Conferencing) web applications.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Provide space for rack-mountable hardware.
- Provide all patch cables and cross connects.
- Provide and install MDF (Main Distribution Frame) or wall field for station wire terminations.
- Provide all station, riser, feeder and inter-building cable and wire and verify that all meet industry standards.
- Provide spreadsheet and floor plan depicting cable pair, jack number, station number and type.
- Ensure that the network circuits are fully extended, terminated, labeled, and tested per industry standards.
- Coordinate network testing date and time and obtain signaling, framing, and network programming information from network vendor.
- Provide site-specific information, such as software networking and trunking requirements.
- Provide range of DID (Direct Inward Dialing), listed directory numbers, and feature access codes.
- Finalize numbering plan.
- Provide a USB keyboard, mouse and monitor during installation, if necessary.
- Install IP softphones after Avaya has registered and configured the first 2 units, if applicable.
- Support Avaya on the creation of the test environment and data setup as per instructed.
- Review and signoff the test plan
- Provide properly equipped conference room for solution overview and design sessions.
- Identify key personnel who expect to attend solution overview and design sessions.
- Provide detailed call flows, including those to all adjuncts.
- Provide complete 800 numbers list associated with contact center.
- Ensure that connections among remote sites, if required, use Customer's internal WAN according to design specifications.
- Ensure that printers on TCP/IP network can print using HP (Hewlett Packard) PCL (Printer Control Language).
- Provide TCP/IP address and name for each printer or printer/server combination to be administered.
- If DNS is already administered on CMS, provide valid recognized printer host name for each DNS printer to be administered.
- Identification and removal of any hazardous materials including asbestos in all work areas prior to the beginning of work activities.

## **7.2 VoIP Readiness Assessment**

For the VoIP Readiness Assessment, Customer will:

- Complete a questionnaire which will provide current network details.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

- Have all data circuits installed prior to testing.
- Provision the proper amount of priority class traffic from provider.
- Provide to Avaya the expected call volume per site 2 weeks prior to testing (if different from agreed to volumes at project start).
- Execute and capture the output of a “show policy-map interface” command on routers involved in the test session and verify data to Avaya as mutually agreed during the Planning and Design Stage.
- Provide finalized data configurations for all switches and routers in the voice path 1 week prior to testing. (Required for each location.)
- Configure switch ports for the Babel endpoints.
- Provide designated switch port information for Babel placement 2 weeks prior to testing each site.
- Provide IP address information for all layer 2 & 3 devices in the voice path 2 weeks prior to testing each site.
- Install the test equipment (Babels) at the remote locations as directed by Avaya.
- Return Babels to Avaya promptly after testing is completed.
- Provide IP addressing information, (IP address, mask, gateway), for Babels 2 weeks prior to testing each site.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**Section 8: Acceptance Criteria**

**Acceptance Criteria**

Avaya will configure and install the new core platform and migrate the existing systems and users in a Phased, low risk, business-sensitive manner. Additionally, Avaya will begin the maintenance billing when each Phase is accepted in accordance with the Acceptance process set forth herein. The acceptance period (“Acceptance Period”) for the Phases are as follows:

- Unless specified otherwise below, or in a DOW, Acceptance will be in accordance with the terms and conditions of the Agreement.
- Phase One – Core implementation Acceptance Period 30 days
- Remaining Phases – Acceptance Period 10 days

**8.1.1 PHASE ONE – Core Implementation Acceptance Criteria (Acceptance Period 30 days)**

Upon completion of the Implementation Services of Phase one / Core Implementation, Avaya shall notify MARICOPA COUNTY in writing that the system has been properly installed and meets the applicable Avaya specifications (the “In-Service Date”). Commencing on the In-Service Date, MARICOPA COUNTY may inspect the system during a thirty (30) day Acceptance Period (“Acceptance Period”). During the Acceptance Period, MARICOPA COUNTY shall promptly notify Avaya in writing if the system experiences a system outage. Upon receipt of such notification, Avaya shall promptly remedy the system outage, and promptly notify MARICOPA COUNTY in writing that the system outage has been cured. If at the end of the Acceptance Period, the system for the applicable Phase has operated without a system outage, then the system for this Phase shall be deemed accepted, and Avaya will commence billing.

**8.1.1.1 Non-Conformance - First Remediation.** If at the end of the Initial Acceptance Period, as provided above (“Initial Acceptance Period”), the system for the Phase one has not operated without a system outage and Customer submits a written rejection notice describing in reasonable detail the failure of the Products or Services to materially conform to Avaya specifications within the Initial Acceptance Period, Avaya will re-perform the non-conforming portion of the Services or re-submit the non-conforming Products, as applicable, for a ten (10) day remediation review period beginning upon completion of such re-performance or upon such re-submission (“First Remediation Review Period”).

**8.1.1.2 Non-conformance - Second Remediation.** In the event the Products and/or Services continue to fail to materially conform to the Avaya specifications after such re-performance or re-submission and Customer submits a written rejection notice describing in reasonable detail the failure of the Products or Services to materially conform therewith within the First Remediation Review Period, Avaya will re-perform the non-conforming portion of the Services or re-submit the non-conforming Products, as applicable, for a second ten (10) day remediation review period beginning upon the completion of such re-performance or upon such re-submission (“Second Remediation Review Period”).

**8.1.1.3 Remedies.** In the event the Products and/or Services continue to fail to materially conform to the Avaya specifications, after Avaya’s second re-performance or re-submission, MARICOPA COUNTY may 1) accept the system in writing and Avaya will commence billing or 2) conditionally accept the system in writing and allow Avaya to correct any identified problems under the product warranty, and Avaya will commence billing, or 3) reject the system in writing. It is understood and agreed that the parties will work in good faith to promptly resolve any issues related to the Acceptance process.

**8.1.1.4 PHASE ONE Acceptance Date.** The acceptance date for Phase one will be the earlier of 1) the date Customer notifies Avaya of its acceptance, 2) the expiration of Customer’s Initial Review Period, First Remediation Review Period, or Second Remediation Review Period, as applicable, absent a valid written notice of rejection (during the Initial Review Period or First Remediation Review Period) or a valid written notice of termination (during the Second Remediation Review Period), or 3) Customer’s use of any Deliverables provided as part of the Services or use of any of the Products in a production environment.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**8.1.2 ALL OTHER PHASES – Acceptance Criteria (Acceptance Period 10 days)**

Upon completion of the Implementation Services of all other Phases (excluding Phase one / core implementation), Avaya shall notify MARICOPA COUNTY in writing that the system has been properly installed and meets the applicable Avaya specifications (the “In-Service Date”). Commencing on the In-Service Date, MARICOPA COUNTY may inspect the system during a ten (10) day Acceptance Period (“Acceptance Period”). During the Acceptance Period, MARICOPA COUNTY shall promptly notify Avaya in writing if the system experiences a system outage. Upon receipt of such notification, Avaya shall promptly remedy the system outage, and promptly notify MARICOPA COUNTY in writing that the system outage has been cured. If at the end of the Acceptance Period, the system for the applicable Phase has operated without a system outage, then the system for that Phase shall be deemed accepted, and Avaya will commence billing.

**8.1.2.1 Remedies.** At the end of the Acceptance Period, MARICOPA COUNTY may: 1) accept the system in writing and Avaya will commence billing; or 2) conditionally accept the system in writing and allow Avaya to correct any identified problems under the product warranty, and Avaya will commence billing, or 3) reject the system in writing. It is understood and agreed that the parties will work in good faith to promptly resolve any issues related to the Acceptance process.

**8.1.2.2 ALL OTHER PHASES Acceptance Date.** The acceptance date for all other Phases shall be defined as the completion of the Acceptance Period of each Phase (excluding Phase one/core implementation) or an earlier date if MARICOPA COUNTY accepts each Phase earlier in writing. The Acceptance process described in this Section 8 is collectively referred to as “Acceptance”.

**Section 9: Contact Information**

<b>Maricopa County</b>		<b>Avaya Inc.</b>	
Contact Name:		Contact Name:	W Henretty
Reach Number:		Reach Number:	480 446 5781
Address:	301 S. 4 <sup>th</sup> Ave	Address:	211 Mount Airy Rd.
City:	Phoenix	City:	Basking Ridge
State/Province/Department:	AZ	State/Province/Department:	NJ
ZIP/Postal Code:	85003-2225	ZIP/Postal Code:	07920-2311
Country:	United States of America	Country:	United States of America
eProject Code:	11AZ1137	Version Number:	6.0
OTN/ORS ID:	0001425386	SAP Quote #:	N/A

**Section 10: Deal Execution and Signature**

**CUSTOMER’S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS MASTER STATEMENT OF WORK (“MSOW”). THE EFFECTIVE DATE (“EFFECTIVE DATE”) IS THE DATE ON WHICH AVAYA SIGNS THIS MSOW.**

Maricopa County Company

Avaya Inc.

X \_\_\_\_\_

X \_\_\_\_\_

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**Exhibit 1: Change Management Process**

- Either party may request changes to this Master Statement of Work at any time. Customer and Avaya will each designate a single point of contact for the authorization of project change requests. Customer and Avaya will use only the procedure under this Section to control changes to the Master Statement of Work.
- Since a change could affect the price, schedule, or other terms of the Agreement for this Master Statement of Work, both Avaya and Customer must approve each change before amending the Master Statement of Work. All change requests will be submitted in writing using a Change Request Form similar to the sample form in Exhibit 1. They will describe the change and include whatever rationale and/or estimated effect the change will have on the Master Statement of Work.
- Customer and the Avaya Project Manager will review the Change Request Form. For any change requested, Avaya shall be entitled to adjust the time of performance and the charges for the Work to be performed in a MSOW. Any adjustments to the time of performance or the charges for the Work to be performed which result from a change request shall be set forth on the Change Request Form.
- The change will then be accepted for submission to the other party, or it will be rejected. If rejected, the Change Request Form and a rejection rationale will be returned to the originator.
- If the Change Request Form is submitted to the other party, the receiving party shall have three (3) business days to agree to the proposed change by signing the Change Request Form.
- Changes that have no cost impact or will result in a credit to the Customer will not require signature by the Customer.
- Approved changes as reflected on an authorized and executed Change Request Form will then be incorporated into the Master Statement of Work and become part of the agreement between the parties.
- Until such time as any change requested is formally agreed to by authorized signature, Avaya shall continue to perform to the terms and scope of the original MSOW.

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

**Exhibit 2: Change Management Request Approval Form**

Change Request Control Number:		Original Contract Date:		Date Issued:					
Customer Name:		Project Code:		Quote Number(s):		User Organization:			
Customer Address:		City:		State:		Zip:			
Date Requested:	Requested By:		Requestor Phone:		Requestor Email:				
Date Required:	Site Contact:		Site Contact Phone:		Site Contact Email:				
Impact Assumption:									
Synopsis of Requested Change:									
Material Code	Qty	Description	Equip. Cost/Lic. Fee	Installation Cost	Total	Post Warranty Service Charge Removed			
						Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Estimated Tax \$		Estimated Shipping \$			Estimated Total \$				
Supporting Documentation Attached? Change Approval/Disapproval									
Final Disposition: <input type="radio"/> Approve Request <input type="radio"/> Future Consideration <input type="radio"/> Disapprove Request									
Customer Name/Title:			Phone Number:			E-mail Address:			
Customer Signature:						Date Signed:			
Assistant Contract Mgr/Sales Mgr:			Phone Number:			E-mail Address:			
Assistant Contract Manager/Sales Manager Signature:						Date Signed			
Provisioning Project Owner:			Phone Number:			E-mail Address:			
Provisioning Project Owner Signature:						Date Signed:			
<i>Program Management Disposition:</i>									

**Exhibit 3: Draft Template Description of Work – Avaya Inc. Implementation**

This Description of Work (DOW) between Avaya Inc. (“Avaya”) and MARICOPA COUNTY, ARIZONA (“Maricopa County”) for the VoIP Telephony and Unified Communication Systems Project (“Project”) will be governed by the Agreement. In the event of a conflict between this DOW, the MSOW and the Agreement, the order of precedence shall be: (i) Agreement, (ii) MSOW, and (iii) DOW. Services and/or Deliverables detailed in this DOW will be delivered to MARICOPA COUNTY Customer in accordance with the MSOW and performed at:

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

Customer Name	Site Location Address	City, State	ZIP Code	Country	IL/Sold-to Party
[Maricopa County Department]				USA	

**LOCAL SITE CONTACT: [INSERT]**

**[INSERT SECTIONS FOR WHAT HARDWARE AND SOFTWARE IS BEING DELIVERED]**

**SAMPLE SCOPE**

Avaya will:

- Provide a Detailed network assessment .
- Install 1 new DL380G CM server.
- Install, provision and test 1 G450 gateway .
- Administer gateway routing on Session Managers.
- Install, provision and test 1 T1/E1.
- Program 350 IP telephones.
- Install, place and test 350 IP telephones outside of standard services hours M-Sat.
- Failover Testing for up to 1 hour will be completed out of standard services hours M-Sat.
- Help Desk support for on-site Technician and remote software resources for up to four hours during standard business hours.
- Provide onsite end-user training instruction for new station users.

Avaya installation and provisioning services will be performed during service hours in accordance with the MSOW. If Maricopa County requests Services to be performed on Sundays or Avaya holidays, then additional charges will apply.

Once this DOW has been signed by an authorized representative of each Party any changes will be handled via the Change Management Process, as described in the MSOW.

**DOW HARDWARE AND SOFTWARE PRICING SAMPLE SECTION BELOW**

Item Description	Project Code	Quote #	Price in USD
Hardware and Software	11AZXXXX	TBD	\$xx,xxx.xx
<b>DOW: Total Hardware and Software Price</b>			<b>\$xx,xxx,xx</b>

**DOW PRICING SAMPLE SECTION BELOW**

Item Description	Project Code	Quote #	Price in USD
Implementation Services	11AZXXX	TBD	\$yy,yyy.yy
<b>DOW: Total Services Price</b>			<b>\$yy,yyy,yy</b>

<b>Total DOW Price (Product and Services)</b>			<b>\$zz,zzzz.zz</b>
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**CUSTOMER' S SIGNATURE BELOW ACKNOWLEDGES THAT CUSTOMER HAS REVIEWED AND AGREES TO THIS DESCRIPTION OF WORK ("DOW") FOR THE CUSTOMER SITE LOCATION IDENTIFIED ABOVE. THE**

**EXHIBIT B-1**  
**MASTER STATEMENT OF WORK**

EFFECTIVE DATE ("EFFECTIVE DATE") IS THE DATE ON WHICH THIS DOW IS SIGNED BY BOTH THE CUSTOMER AND AVAYA AND CUSTOMER ISSUES ITS PURCHASE ORDER(S) TO AVAYA.

Maricopa County Company

Avaya Inc.

X NON-EXECUTABLE SAMPLE

X NON-EXECUTABLE SAMPLE

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT C

### ADDITIONAL TERMS AND CONDITIONS

The terms of this Agreement govern the Customer's purchase and/or license of hardware, Software and associated Documentation (as defined in Schedule A, Section 1), ("**Products**") and related services as described in the relevant Attachment(s) ("**Services**"). For purposes of this Agreement, the Customer is an agency or department of a State, County or Municipal Government, or a public educational institution.

Incorporated into this Agreement by this reference is Schedule A, Avaya Global Software License Terms and the following Attachments:

- Attachment 1** – Supply of Generally Available Products
- Attachment 2** – Implementation & Professional Services Terms
- Attachment 3** – Maintenance/Managed Services Terms

#### 1. **ORDERS (Intentionally removed – see County Contract terms/conditions)**

#### 2. **INVOICING AND PAYMENT / TAXES**

2.1 *Invoicing and Payment. (Intentionally removed – see County Contract terms/conditions)*

2.2 *Taxes. Unless Customer provides Avaya with a current tax exemption certificate or otherwise furnishes written evidence of Customer's tax exempt status, Customer is solely responsible for paying all legally required taxes, including without limitation any sales, excise or other taxes and fees which may be levied upon the sale, transfer of ownership, license, installation or use of the Products, except for any income tax assessed upon Avaya.*

#### 3. **CUSTOMER RESPONSIBILITIES**

Customer will cooperate with Avaya as reasonably necessary for Avaya's delivery of Products and performance of Services in a timely manner. Customer will provide Avaya with interface and other information regarding access to third party products in Customer's network and necessary third party consents and licenses to enable Avaya's performance under the Agreement. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. Customer will reasonably use, safeguard and return to Avaya any items that Avaya loans or makes available to Customer ("**Avaya Tools**") for the purpose of providing Services under this Agreement, such as, but not limited to, the Secure Intelligent Gateway. Customer will be responsible for the custody and care of the Avaya Tools until returned to Avaya. Avaya Tools shall not be considered Products as that term is defined in these General Terms. If Customer fails to meet its cooperation obligations under this Section or as otherwise provided in the Agreement, Avaya may delay or suspend its delivery of Products or performance of Services relating to Customer's failure.

#### 4. **CONFIDENTIAL INFORMATION**

4.1 *"Confidential Information" means either party's business and/or technical information, and other information or data, regardless of whether in tangible or other form if marked or otherwise expressly identified in writing as confidential. Information communicated verbally will qualify as Confidential Information if designated as confidential or proprietary at the time of disclosure and summarized in writing within 30 days after disclosure. Confidential Information excludes information that: (i) is publicly available other than by an act or omission of the receiving party; (ii) subsequent to its disclosure was lawfully received from a third party having the right to disseminate the information without restriction on its dissemination or disclosure; (iii) was known by the receiving party prior to its receipt and was not received from a third party in breach of that third party's confidentiality obligations; (iv) was independently developed by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action, provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order. In the event of a potential disclosure in the case of subsection (v) above, the receiving party will provide reasonable assistance to the disclosing party should the disclosing party attempt to obtain a protective order.*

4.2 *Obligations. To the extent permitted by law, each party will protect such Confidential Information received from the other party with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than a reasonable degree of care. Neither party will use or disclose the other party's Confidential Information except as permitted in this Section or for the purpose of performing obligations under the Agreement. The confidentiality obligations of each party will survive expiration or termination of the Agreement. Upon expiration or termination of the Agreement, each party will cease all use of the other party's Confidential Information and will promptly return, or at the other party's request destroy, all Confidential Information, including any copies, in tangible form in that party's possession or under its control, including Confidential Information stored on any medium. Upon request, a party will certify in writing its compliance with this Section.*

#### 5. **INTELLECTUAL PROPERTY RIGHTS (Intentionally removed – see County Contract terms/conditions)**

#### 6. **SOFTWARE LICENSE TERMS AND RESTRICTIONS**

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

*Avaya grants Customer a license to use Software and Documentation in accordance with Schedule A, Avaya Global Software License Terms.*

**7. WARRANTIES AND LIMITATIONS (Intentionally removed – see County Contract terms/conditions)**

**8. INFRINGEMENT DEFENSE AND INDEMNIFICATION**

**8.1 Defense and Indemnity.** *Avaya will defend Customer, at Avaya's expense, against any Claim, as defined below, and will indemnify Customer as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim. Avaya's obligations under this Section are conditioned on the following: (i) Customer promptly notifies Avaya of the Claim in writing upon Customer being made aware of the Claim; (ii) Customer gives Avaya sole authority and control of the defense and (if applicable) settlement of the Claim, provided that Customer's legal counsel may participate in such defense and settlement, at Customer's expense, and (iii) Customer provides all information and assistance reasonably requested by Avaya to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against Customer alleging that a Product as of its delivery date under this Agreement infringes a valid U.S. patent, copyright or trademark.*

**8.2 Remedial Measures.** *If a Product becomes, or Avaya reasonably believes use of a Product may become, the subject of a Claim, Avaya may, at its own expense and option: (i) procure for Customer the right to continue use of the Product; (ii) replace or modify the Product; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to Customer a pro-rated portion of the applicable fees for the Product based on a linear depreciation monthly over a five (5) year useful life, in which case Customer will cease all use of the Product and return it to Avaya.*

**8.3 Exceptions.** *Avaya will have no defense or indemnity obligation for any Claim based on: (i) a Product that has been modified by someone other than Avaya; (ii) a Product that has been modified by Avaya in accordance with Customer-provided specifications or instructions; (iii) use or combination of a Product with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a Product that is used or located by Customer in a country other than the country in which or for which it was supplied by Avaya; (vi) possession or use of the Product after Avaya has informed Customer of modifications or changes in the Product required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Avaya's suggestions and to the extent Customer did not provide Avaya with a reasonable opportunity to implement Avaya's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Avaya, and may include, without limitation, products ordered by Customer from third parties. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Avaya's price list, quotes, order specifications forms or Documentation.*

**8.4 Sole Remedy.** **THE FOREGOING STATES AVAYA'S ENTIRE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY EXCEPT AS PROVIDED AT LAW OR EQUITY, WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PARTY.**

**8.5 General Indemnification.** *(Intentionally removed – see County Contract terms/conditions).*

**9. LIMITATION OF LIABILITY**

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, OR TOLL FRAUD. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED \$35 MILLION DURING THE TERM OF THE AGREEMENT. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITIES IN THIS SECTION WILL NOT APPLY IN CASES UNDER THE SECTION ENTITLED GENERAL INDEMNIFICATION, OR OF WILLFUL MISCONDUCT, PERSONAL INJURY INCLUDING DEATH, DAMAGE TO TANGIBLE PROPERTY, OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL ALSO APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS.

**10. GOVERNING LAW AND DISPUTE RESOLUTION (Intentionally removed – see County Contract terms/conditions)**

**11. TERM AND TERMINATION (Intentionally removed – see County Contract terms/conditions)**

**12. AUDIT (Intentionally removed – see County Contract terms/conditions)**

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**13. MISCELLANEOUS**

**13.1 Compliance.** *The parties will observe all applicable laws and regulations, including export and re-export laws and regulations, when using the Products and work product of any Services.*

**13.2 Assignment & Subcontractors.** *(Intentionally removed – see County Contract terms/conditions)*

**13.3 Force Majeure.** *Neither party will be liable for any delay or failure in performance to the extent the delay or failure is caused by events beyond the party's reasonable control, including without limitation, fire, flood, Act of God, explosion, war or the engagement of hostilities, strike, embargo, labor dispute, government requirement, civil disturbances, civil or military authority, and inability to secure materials or transportation facilities (“Force Majeure”).*

**13.4 Notices.** *(Intentionally removed – see County Contract terms/conditions).*

**13.5 Publicity.** Avaya may make reference to this Agreement in its marketing materials or otherwise; provided, that such publicity may only disclose the terms of this Agreement or a specific project under this Agreement with the prior consent of Customer. Notwithstanding the foregoing, Avaya shall be permitted to disclose the terms hereof or a specific project under this Agreement if such disclosure is required by U.S. or foreign state or federal law, applicable regulatory authorities (including, but not limited to, either party's obligation to disclose such information pursuant to the rules and regulations promulgated by the U.S. Securities and Exchange Commission), court order or other lawful government action; provided that, to the extent disclosure is required by court or governmental order, only to the extent the receiving party provides prompt written notification to the disclosing party of the pending disclosure so the disclosing party may attempt to obtain a protective order.

**13.6 Entire Agreement.** *Intentionally removed – see County Contract terms/conditions)*

*For Avaya reference: Avaya GovEd version 0611 v*

## EXHIBIT C ADDITIONAL TERMS AND CONDITIONS

### SCHEDULE A

#### AVAYA GLOBAL SOFTWARE LICENSE TERMS

These Global Software License Terms are part of the Customer Agreement between Avaya and Customer, which incorporates them by reference. They apply if and to the extent Customer obtains software from Avaya under this Agreement.

**1. LICENSE GRANT.** Avaya grants Customer a personal, non-sublicensable, non-exclusive, non-transferable license to use software and associated Documentation obtained from Avaya and for which applicable fees have been paid for Customer's internal business purposes at the indicated capacity and features and within the scope of the applicable license types described below and, (i) for Products not covered by the License Portability Policy (defined below), at locations where the software is initially installed or (ii) for Products covered by the License Portability Policy, subject to the Right to Move License Entitlements subsection below. "**Documentation**" means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its products. Documentation does not include marketing materials. Software installed on mobile-devices, such as a laptop or mobile phone, may be used outside of the country where the software was originally installed, provided that such use is on a temporary basis only.

**1.1 Right to Move License Entitlements.** Notwithstanding the foregoing, Customer may move right to use license entitlements ("**RTU's**") for certain specified types of software from one location to another in accordance with Avaya's then-current software license move policy for that software ("**License Portability Policy**") which is available upon request subject to the following conditions:

**1.1.1** Customer shall provide written notice within ten (10) days to Avaya of any RTU moves including but not limited to, the number and type of licenses moved, the location of the original Server and the location of the new Server, the date of such RTU moves and any other information that Avaya may reasonably request.

**1.1.2** Customer may only move RTU's to and from Designated Processors or Servers supporting the same software application.

**1.1.3** Customer must reduce the quantity of the licenses on the original Server by the number of RTU's being moved to the new Server.

**1.1.4** Customer acknowledge that (1) Customer may be charged additional fees when moving RTU's as per Avaya's then-current License Portability Policy, (2) maintenance services do not cover system errors caused by moves not performed by Avaya, and (3) Customer is responsible for any programming, administration, design assurance, translation or other activity to make sure the software will scale and perform as specified as a result of any license moves, and if any such transfer results in a requirement for Avaya system engineering or requires the use of on-site Avaya personnel, Customer will be charged the Time & Materials fees for such activity.

**1.1.5** If Customer's maintenance coverage differs on licenses on the same product instance at the location of the new Server, Service updates, recasts and/or fees may apply and any fee adjustments for differences in coverage will only be made on a going forward basis as of the date Avaya receives notice of the RTU move.

**1.1.6** Customer may move RTU's from one Affiliate to another Affiliate provided that Customer includes the name and address of the new Affiliate in Customer's written notice under 1.1.1 above, and provided such new Affiliate agrees to be bound by these Global Software License Terms.

**1.2 Non-Production License Grant.** With respect to software distributed by Avaya to Customer for non-production purposes, the scope of the license granted herein shall be to use the software in a non-production environment solely for testing or other non-commercial purposes on a single computer ("**Non-Production License**").

**2. ALL RIGHTS RESERVED.** Avaya retains title to and ownership of the software, Documentation, and any modifications or copies thereof. Except for the limited license rights expressly granted in these Global Software License Terms, Avaya reserves all rights, including without limitation copyright, patent, trade secret, and all other intellectual property rights, in and to the software and Documentation and any modifications or copies thereof. The software contains trade secrets of Avaya, its suppliers, or licensors, including but not limited to the specific design, structure and logic of individual software programs, their interactions with other portions of the software, both internal and external, and the programming techniques employed.

**3. GENERAL LICENSE RESTRICTIONS.** To the extent permissible under applicable law, Customer agrees not to: (i) decompile, disassemble, or reverse engineer the software; (ii) alter, modify or create any derivative works based on the software or Documentation; (iii) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the software or Documentation except as expressly authorized by the Agreement with a Avaya; (iv) distribute, disclose or allow use of the software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means; (v) allow any service provider or other third party, with the exception of Avaya's authorized resellers and their designated employees ("**Authorized Providers**") who are acting solely on behalf of and for the benefit of Customer, to use or execute any software commands that cause the software to perform functions that facilitate the maintenance or repair of any product except that a service provider or other third party may execute those software commands that, as designed by Avaya, would operate if a user is logged into a product using a customer level login and Maintenance Software Permissions ("**MSPs**") were not enabled or activated; (vi) gain access to or the use of any software or part thereof without authorization from Avaya; (vii) enable or activate, or cause, permit or allow others to enable or activate any logins reserved for use by Avaya or Authorized Providers; or (viii) permit or encourage any third party to do any of the activities detailed in subsection (i) – (vii) of this sentence.

Customer shall provide Authorized Providers the terms and provisions of these Global Software License Terms and shall indemnify Avaya for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Avaya as a result of non-compliance with this section. Notwithstanding the foregoing, if the software is rightfully located in a member state of the European Union and Customer needs information about the software in order to achieve interoperability of an independently created software program with the software, Customer will first request such information from Avaya. Avaya may charge Customer a reasonable fee for the provision of such information. If Avaya refuses to make such information available, then Customer may take steps, such as reverse assembly or reverse compilation, to the extent necessary solely in order to achieve interoperability of the software with an independently created software program. To the extent that the Customer is expressly permitted by applicable mandatory law to undertake any of the activities listed in this section Customer will not exercise those rights until Customer has given Avaya twenty (20) days written notice of its intent to exercise any such rights.

## EXHIBIT C

### ADDITIONAL TERMS AND CONDITIONS

- 4. BACKUP COPIES.** Customer may create a reasonable number of archival and backup copies of the software and the Documentation, provided all proprietary rights notices, names and logos of Avaya and its suppliers are duplicated on each copy.
- 5. COMPLIANCE.** Avaya will have the right to inspect Customer's compliance with these Global Software License Terms.
- 6. TERMINATION OF LICENSE.** If Customer breaches these Global Software License Terms and if within ten (10) business days of Customer's receipt of a reasonably detailed written request to cure, Customer has not cured all breaches of license limitations or restrictions, Avaya may, with immediate effect, terminate the software licenses granted in these Global Software License Terms without prejudice to any available rights and remedies Avaya may have at law or in equity. Upon termination or expiration of the license for any reason, Customer shall immediately return the software and any copies to Avaya, or at Avaya's discretion and written notice to Customer, Customer shall permanently destroy all copies of the software and any related materials in Customer's possession or control. Inadvertent copies of the software and any related materials remaining in the possession of the Customer subsequent to termination or expiration shall not be implied or construed as Avaya consenting to transfer ownership of the software and any related materials to Customer.
- 7. LICENSE TYPES.** Avaya grants Customer a license within the scope of the license types described below, with the exception of Heritage Nortel Software, for which the scope of the license is detailed in Section 8 below. Where the order documentation for Avaya software does not expressly identify a license type, the applicable license will be a Designated System License. The applicable number of licenses and units of capacity for which the license is granted will be one (1), unless a different number of licenses or units of capacity is specified in the documentation or other materials available to Customer. "**Designated Processor**" means a single stand-alone computing device. "**Server**" means a Designated Processor that hosts a software application to be accessed by multiple users. "**Software**" means the computer programs in object code, originally provided by Avaya and ultimately utilized by Customer, whether as stand-alone products or pre-installed on hardware products, originally sold by Avaya and ultimately utilized by Customer.
- 7.1 Designated System(s) License (DS).** Customer may install and use each copy of the software only on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by Customer to Avaya through electronic means established by Avaya specifically for this purpose.
- 7.2 Concurrent User License (CU).** Customer may install and use the software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the software at any given time. A "**Unit**" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the software that permits one user to interface with the software. Units may be linked to a specific, identified Server.
- 7.3 Database License (DL).** Customer may install and use each copy of the software on one Server or on multiple Servers provided that each of the Servers on which the software is installed communicates with no more than a single instance of the same database.
- 7.4 CPU License (CP).** Customer may install and use each copy of the software on a number of Servers up to the number indicated in the order provided that the performance capacity of the Server(s) does not exceed the performance capacity specified for the software. Customer may not re-install or operate the software on Server(s) with a larger performance capacity without Avaya's prior consent and payment of an upgrade fee.
- 7.5 Named User License (NU).** Customer may: (i) install and use the software on a single Designated Processor or Server per authorized Named User (defined below); or (ii) install and use the software on a Server so long as only authorized Named Users access and use the software. "**Named User**", means a user or device that has been expressly authorized by Avaya to access and use the software. At Avaya's sole discretion, a Named User may be, without limitation, designated by name, corporate function (e.g., webmaster or helpdesk), an e-mail or voice mail account in the name of a person or corporate function, or a directory entry in the administrative database utilized by the software that permits one user to interface with the software.
- 7.6 Shrinkwrap License (SR).** Customer may install and use the software in accordance with the terms and conditions of the applicable license agreements, such as "shrinkwrap" or "clickthrough" license accompanying or applicable to the software ("**Shrinkwrap License**").
- 8. HERITAGE NORTEL SOFTWARE.** "**Heritage Nortel Software**" means the software that was acquired by Avaya as part of its purchase of the Nortel Enterprise Solutions Business in December 2009. The Heritage Nortel Software currently available for license from Avaya is the software contained within the list of Heritage Nortel Products located at <http://support.avaya.com/licenseinfo> under the link "**Heritage Nortel Products.**" For Heritage Nortel Software, Avaya grants Customer a license to use Heritage Nortel Software provided under the Agreement solely to the extent of the authorized activation or authorized usage level and solely for the purpose specified in the Documentation. Charges for Heritage Nortel Software may be based on extent of activation or use authorized as specified in an order or invoice. Customer agrees to pay the charges applicable for any activation or usage beyond the authorized level.
- 9. THIRD PARTY COMPONENTS.** Certain software programs or portions thereof included in the software may contain software (including open source software) distributed under third party agreements ("**Third Party Components**"), which may contain terms that expand or limit rights to use certain portions of the Software ("**Third Party Terms**"). Information identifying the copyright holders of the Third Party Components and the Third Party Terms that apply is available in the Documentation or on Avaya's website at: <http://support.avaya.com/Copyright> .
- 10. PROTECTION OF SOFTWARE AND DOCUMENTATION.** Customer acknowledges that the Software and Documentation are Confidential Information of Avaya and its suppliers, and contains trade secrets of Avaya and its suppliers, and Customer agrees at all times to protect and preserve in strict confidence the Software and Documentation.
- 11. HIGH RISK ACTIVITIES.** The Software is not fault-tolerant and is not designed, manufactured or intended for any use in any environment that requires fail-safe performance in which the failure of the Software could lead to death, personal injury or significant property damage ("**High Risk Activities**"). Such environments include, among others, control systems in a nuclear, chemical, biological or other hazardous facility, aircraft navigation and communications, air traffic control, and life support systems in a healthcare facility. Customer assumes the risks for its use of the Software in any such High Risk Activities.

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**12. EXPORT CONTROL.** Customer is advised that the Software is of U.S. origin and subject to the U.S. Export Administration Regulations (“**EAR**”). The Software also may be subject to applicable local laws and regulations. Diversion contrary to U.S. and applicable local country law and regulation is prohibited. Customer agrees not to directly or indirectly export, re-export, import, download, or transmit the Software to any country, end user or for any use that is prohibited by applicable U.S. and local country regulation or statute (including but not limited to those countries embargoed by the U.S. government). Customer represents that neither the U.S. Bureau of Industry and Security (“**BIS**”) nor any other governmental agency has issued sanctions against Customer or otherwise suspended, revoked or denied Customer's export privileges. Customer agrees not to use or transfer the Software for any use relating to nuclear, chemical or biological weapons, or missile technology, unless authorized by the U.S. and applicable local government by regulation or specific written license. Additionally, Customer is advised that the Software may contain encryption algorithm or source code that may be limited for export to government or military end users without a license issued by the U.S. BIS and any other country's governmental agencies, where applicable. Lastly, Customer agrees not to directly or indirectly export, re-export, import, or transmit the Software contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use.

**13. U.S GOVERNMENT END USERS.** The Software is classified as "commercial computer software" and the Documentation is classified as "commercial computer software documentation" or "commercial items," pursuant to FAR 12.212 or DFAR 227.7202, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software or Documentation by the Government of the United States shall be governed solely by the terms of these Global Software License Terms and shall be prohibited except to the extent expressly permitted by these Global Software License Terms.

**14. ACKNOWLEDGEMENT.** Customer acknowledges that certain Software may contain programming that: (i) restricts, limits and/or disables access to certain features, functionality or capacity of such Software subject to the Customer making payment for licenses to such features, functionality or capacity; or (ii) periodically deletes or archives data generated by use of the Software and stored on the applicable storage device if not backed up on an alternative storage medium after a certain period of time.

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**ATTACHMENT 1**  
**SUPPLY OF GENERALLY AVAILABLE PRODUCTS**

These terms for Supply of Generally Available Products are part of the Customer Agreement between Avaya and Customer, which incorporates them by reference. They apply if and to the extent Customer purchases or receives licenses for Products under the Agreement that are generally available on Avaya's price lists. Products acquired under the Agreement are for use in the ordinary course of Customer's business and are not for resale by Customer.

**1. DELIVERY AND IN-SERVICE DATES**

**1.1** *The "Delivery Date" means the date on which Avaya delivers: (i) Avaya-installed Products to Customer's premises; or (ii) other Products to a carrier for shipment. In the case of Software features that are enabled by license files, Software activations or any other electronic means, "Delivery Date" means the date when the Product or Product features are enabled in Avaya's license management systems. Customer agrees that for Software that Avaya delivers electronically to its customers, the instructions posted on Avaya's website for downloading and installation of the Software may be provided in English only. The "In-Service Date" means the date on which Avaya informs Customer that the Avaya-installed Products are installed in good working order in accordance with applicable Documentation. "Installation Start Date" means the date on which Avaya's personnel arrive at Customer's premises to install Products.*

**1.2** *Acceptance. (Intentionally removed – see County Contract terms/conditions).*

**2. ORDER OF PRECEDENCE**

*In the event of conflict among the terms of this Attachment 1 and the County Contract and General Terms, the order of precedence is: (i) the County Contract; (ii) the terms of this Attachment 1; and (iii) the General Terms. In the event of a conflict between the license terms contained in the General Terms and the license terms the Customer accepts prior to license activation, installation or downloading of the Software that Avaya delivers electronically to its customers, the license terms in the General Terms will prevail, except with respect to third party elements subject to a Shrinkwrap License, in which case the Shrinkwrap License will prevail*

**3. PRODUCT CHANGES**

*Avaya may make changes to Products or modify the drawings and specifications relating to Products, or substitute Products of later design, provided that the changes do not adversely and materially impact Product form, fit or function.*

**4. ORDER CHANGES AND CANCELLATIONS (Intentionally removed – see County Contract terms/conditions)**

**5. DELIVERY; RISK OF LOSS; TITLE**

**5.1** *Delivery. Unless Avaya provides Customer with express written confirmation of a different delivery term, Products will be shipped to the destination specified in the order. Shipping and handling charges may be reflected as a separate line item on Avaya's invoice.*

**5.2** *Risk. Risk of loss will pass to Customer on the Delivery Date.*

**5.3** *Title. Title to all hardware will pass to Customer on the Acceptance date, provided Customer maintains all delivered hardware in a secure environment with controlled access. Avaya may, at its sole discretion and at any time, waive any requirements of payment prior to passing of title in this Section. Title to Software provided under the Agreement will remain solely with Avaya and its licensors.*

**6. INVOICING (Intentionally removed – see County Contract terms/conditions)**

**7. WARRANTY (Intentionally removed – see County Contract terms/conditions)**

**8. PRODUCT DISCOUNTS**

**8.1 COVERAGE & COMMITMENT**

- This Section 8 will apply to purchases of Avaya Products listed in Exhibit A-2 ("Products") made by Customer from Avaya during the Term and applies to all purchases not specified in Exhibits A & A-1.
- The availability of Products may vary from time to time.
- These discounts may not be combined with any other discounts, and do not apply to installation, services, taxes, and shipping or transportation charge components. Customer will immediately notify Avaya in accordance with Section 6.6 (Notices) of County Contract, if an order is not discounted in accordance with this section.
- The discount levels and Avaya's discount commitment are conditioned upon Customer agreeing to the Commitment Clause below:

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**Multi-Year Maintenance Commitment**

Avaya's acceptance and fulfillment of any order to which the Discounts apply is contingent upon the purchase by Customer of a minimum of two years Maintenance Service on each of the Products referenced on the order. Such purchase of maintenance shall be made coincident with the purchase of Product.

OR

**Pre-Paid Maintenance Commitment**

Avaya's acceptance and fulfillment of any Order to which the Discounts apply is contingent upon the Customer's advanced payment, in full, for one year of Maintenance Service on each of the Products referenced on the order.

- Any termination for default by Avaya, as provided in and subject to Section 6.9 (Termination for Default), will not result in a revocation of discount.

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**ATTACHMENT 2**  
**IMPLEMENTATION & PROFESSIONAL SERVICES TERMS**

These Implementation & Professional Services Terms are part of the Customer Agreement between Avaya and Customer, which incorporates these Services Terms by reference. They apply if and to the extent Customer acquires Implementation & Professional Services.

**1. SCOPE; ORDER OF PRECEDENCE; CHANGES**

**1.1 Services Provided.** Avaya will provide the Services described in this paragraph (“**Implementation & Professional Services**”) as specified in an order and as may be further described in a Master Statement of Work (“**MSOW**”) and associated Description of Work (“**DOW**”) or an independent Statement of Work (“**SOW**”) executed by both parties. Implementation & Professional Services can include installation and configuration of Products, consulting and other services where Avaya creates and delivers customized Software, hardware, documentation, or other work product (“**Deliverables**”) and/or completes other defined objectives (“**Defined Objectives**”) on a milestone basis or on a time and material basis (“**T&M Services**”, as further defined below). **T&M Services** are Implementation & Professional Services provided on a time and materials basis in exchange for hourly, daily or monthly fees and expense reimbursements calculated on the basis of Avaya service records. Deliverables do not include generally available hardware and Software and are not Products. To the extent an SOW provides that Avaya will deliver Products, the terms for Supply of Generally Available Products will apply to those Products. Implementation & Professional Services do not include Maintenance Services or Managed Services.

**1.2 Order of Precedence.** Unless otherwise provided for in these Implementation & Professional Services Terms, in the event of conflict among the County Contract and the General Terms, these Implementation Services Terms, an SOW and any ancillary attachments to or documents referenced in an SOW, the order of precedence is: (i) The County Contract; (ii) these Implementation & Professional Services Terms; (iii) the General Terms; (iv) any SOW; and (v) ancillary documents; except that in relation to limitations of liability, licensing provisions, intellectual property rights and intellectual property rights indemnification, the provisions contained in the County Contract and the General Terms will always take priority.

**1.3 Changes.** Changes in Implementation & Professional Services will be made in accordance with Avaya's standard change control procedures or procedures agreed to in writing by both parties in the SOW.

**2. ACCEPTANCE (Intentionally removed – see County Contract terms/conditions)**

**3. TRANSFER OF RISK, TITLE; LICENSE TO DELIVERABLES**

**3.1 Transfer of Risk and Title.** Title to hardware components of Deliverables will pass to Customer upon acceptance. Risk of loss will pass to Customer when the carrier receives the Deliverable for shipment to Customer or when the Deliverable arrives on Customer’s premises, whichever occurs earlier.

**3.2 Customer’s License to Deliverables.** Subject to Customer’s payment of fees for the Services, Avaya grants Customer a non-exclusive, non-transferable, limited, non-sublicenseable license to use Deliverables created by Avaya and delivered to Customer. Software contained in Deliverables will be licensed subject to the Global Software License Terms contained in Schedule A of the Agreement.

**4. INVOICING AND PAYMENT (Intentionally removed – see County Contract terms/conditions)**

**5. WARRANTY (Intentionally removed – see County Contract terms/conditions)**

**5. TERM AND TERMINATION (Intentionally removed – see County Contract terms/conditions)**

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**ATTACHMENT 3**  
**MAINTENANCE/MANAGED SERVICES TERMS**

These Maintenance/Managed Services Terms are part of the Customer Agreement between Avaya and Customer, which incorporates these Services Terms by reference. They apply if and to the extent Customer acquires Maintenance/Managed Services.

**1. ORDER, PROVISION AND SCOPE OF SERVICES**

**1.1 Order and Provision of Services.** In return for the payment of the fees specified in the order, Avaya will provide the Maintenance/Managed Services options for Supported Products or Supported Systems at Supported Sites, as described further in this Attachment and the SAS or Service Description (for purposes of this Attachment, “**Services**”). The “**Service Agreement Supplement**” or “**SAS**” is the applicable Avaya Service Agreement Supplement then current as of the date of Avaya’s acceptance of an order for Services and available to Customer upon request. The parties may execute a statement of work describing specific Services to be provided by Avaya (“**Statement of Work**” or “**SOW**”). As used in this Attachment, “**SAS**” refers to the Service Agreement Supplement or Statement of Work, as applicable. “**Supported Products**” are: (i) hardware or software products identified in the order; and (ii) Added Products (defined in Section 1.9). Supported Products may include non-Avaya products to the extent they are specified in the order. “**Supported Systems**” are a group of products or networks specified in the order. “**Supported Sites**” are locations specified in the order.

**1.2 Documents and Order of Precedence.** Unless otherwise provided for in these Maintenance/Managed Services Terms, in the event of conflict among the County Contract and the General Terms, these Maintenance/Managed Services Terms; the SAS and any ancillary attachments to or documents referenced in the SAS, the order of precedence is: (i) the County Contract; (ii) these Maintenance/Managed Services Terms; (iii) the General Terms; (iv) SAS; and (v) ancillary documents, except that in relation to limitations of liability, licensing provisions, intellectual property rights and intellectual property rights indemnification, the provisions contained in the County Contract and the General Terms will always take priority.

**1.3 Monitoring.** Avaya may electronically monitor Supported Products and Supported Systems for the following purposes: (i) remote diagnostics and corrective actions; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable Software license terms and restrictions; (iv) when providing managed Services, to assess Customer needs for additional products or Services; (v) as otherwise provided in the SAS.

**1.4 Error Correction.** Some Services options may include correction of Errors. An “Error” means a failure of a Supported Product to conform in all material respects to the manufacturer’s specifications that were currently applicable when the Supported Product was purchased or licensed.

**1.5 Help Line Support.** Where the selected Services option includes help line support, Avaya will provide it in accordance with the coverage option (service hours, target response intervals, etc.) that Customer has selected.

**1.6 End of Support.** Periodically, Avaya or a third party manufacturer may declare “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“**End of Support**”) for certain Supported Products. Customer may access Avaya’s user support website ([www.support.avaya.com](http://www.support.avaya.com)) for End of Support notifications, and to register an e-mail address to receive e-mail notifications of the same, when published by Avaya. For Products subject to End of Support, Avaya will continue to provide the support described in the applicable SAS or Service Description, except for the End of Support exceptions listed therein (“Extended Support”). If the SAS or Service Description does not include Extended Support information, Avaya will make available the description of Extended Support (if available) for the Products concerned at the same time as its End of Support notification. For Products not subject to Extended Support, if Services are *discontinued for a Supported Product, the Supported Product will be removed from the order and rates will be adjusted accordingly.*

**1.7 Replacement Hardware.** Replacement hardware provided as part of Services may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent. *It will be furnished only on an exchange basis. Returned hardware that has been replaced by Avaya will become Avaya’s property. Title to Avaya-installed replacement hardware provided as part of Services will pass to Customer when installed. Title to all other hardware provided as part of Services will pass to Customer when it arrives at the Supported Site.*

**1.8 Added Products.** If Customer acquires additional products of the same type and manufacturer(s) as the existing Supported Products and locates them with existing Supported Products at a Supported Site, they will be considered “Added Products”, and will be added to the order automatically for the remainder of the term. Added Products purchased from a party other than the manufacturer or an authorized reseller are subject to certification by Avaya at Avaya’s then current Services rates. If Added Products fail certification, Avaya may choose not to add them to the Supported Products.

**EXHIBIT C**  
**ADDITIONAL TERMS AND CONDITIONS**

**1.9 General Limitations.** Unless the SAS provides otherwise, Avaya will provide Software Services only for the unaltered current release of the Software and the prior release. The following items are included in the Services only if the SAS specifically includes them: (i) support of user-defined applications; (ii) support of Supported Products that have been modified by a party other than Avaya (except for installation of standard, self-installed updates provided by the manufacturer); (iii) making corrections to user-defined reports; (iv) data recovery services; (v) services associated with relocation of Supported Products; (vi) correction of Errors arising from causes external to the Supported Products (such as power failures or surges); and (vii) services for Supported Products that have been misused, used in breach of their license restrictions, improperly installed or configured, or that have had their serial numbers altered, defaced or deleted

**2. INVOICING AND PAYMENT (Intentionally removed – see County Contract terms/conditions)**

**3. CUSTOMER RESPONSIBILITIES**

**3.1 General.** Customer will cooperate with Avaya as reasonably necessary for Avaya's performance of its obligations, such as: (i) providing Avaya with full, free and safe access to its facilities; (ii) providing telephone numbers, network addresses and passwords necessary for remote access; and (iii) providing interface information for Supported Products and necessary third party consents and licenses to access them. All items will be provided by Customer at Customer's expense. If Avaya provides an update or other new release of Software as part of the Services, Customer will implement it promptly.

**3.2 Provision of Supported Products and Systems.** Except for Avaya hosted facilities identified in the SAS Customer will provide all Supported Products, Supported Systems and Supported Sites. Customer continuously represents and warrants that: (i) Customer is either the owner of, or is authorized to access and use, each of them; and (ii) Avaya, its suppliers, and subcontractors are authorized to do the same to the extent necessary to provide the Services in a timely manner.

**3.3 Moves of Supported Products.** Customer will notify Avaya in advance before moving Supported Products. Avaya may charge additional amounts to recover additional costs in providing the Services as a result of moved Supported Products.

**3.4 Vendor Management.** Where Avaya is to instruct or request products or services on Customer's behalf from third party vendors under Customer's supply contracts with the third party vendors ("Vendor Management"), Customer will provide Avaya upon request a letter of agency or similar document, in a form reasonably satisfactory to Avaya, permitting Avaya to perform the Vendor Management. Where the third party vendor's consent is required for Avaya to be able to perform Vendor Management in a timely manner, Customer will obtain the written consent of the vendor and provide Avaya a copy of it upon request.

**3.5 Third Party Hosting.** In the event one or more network address(es) to be monitored by Avaya are associated with systems owned, managed, and/or hosted by a third party service provider ("Host"), Customer will: (i) notify Avaya of the Host prior to commencement of the Services; (ii) obtain the Host's advance written consent for Avaya to perform the Services on the Host's computer systems and provide Avaya with a copy of the consent upon request; and (iii) facilitate necessary communications between Avaya and the Host in connection with the Services.

**3.6 Access to Personal Data.** From time to time, Customer may require Avaya to access a Supported Product or Supported System containing employee, customer or other individual's personal data (collectively, "Personal Data"). Where Customer instructs Avaya to access any Personal Data or to provide Customer or a third party identified by Customer with access, Customer will (i) notify all relevant employees and other individuals of the fact that Avaya will have access to such Personal Data in accordance with Customer's instructions, and (ii) as permitted by local law or regulation, indemnify Avaya and its officers, directors, employees, subcontractors and Affiliates against, and hold each of them harmless from, any and all liabilities, costs, damages, judgments and expenses (including reasonable attorney's fees and costs) arising out of Avaya accessing or providing access in accordance with Customer's instructions.

**4. SOFTWARE LICENSE**

Where Services include provision of patches, updates or feature upgrades for Supported Products ("*New Software*"), they will be provided subject to the license grant and restrictions contained in the original agreement under which Customer licensed the original Software from Avaya. Where there is no existing license from Avaya, New Software will be provided subject to the manufacturer's then current license terms and restrictions for the New Software. New Software may include components provided by third party suppliers that are subject to their own end user license agreements. Customer may install and use these components in accordance with the terms and conditions of the "shrinkwrap" or "clickwrap" end user license agreement accompanying them.

**5. WARRANTY AND LIMITATION OF LIABILITY (Intentionally removed – see County Contract terms/conditions)**

**6. TERM AND TERMINATION (Intentionally removed – see County Contract terms/conditions)**

**EXHIBIT D**  
**AVAYA'S LONG TERM SUPPORT**

Avaya's Manufacturer Support Policy generally provides that Avaya will support our Hardware Products for three years from Avaya's announced end-of-sale date, and Software Products for a minimum of one year following the end-of-sale date. However, Avaya agrees to offer the Customer Long-Term Support for a period of 10 years (Long-Term Support Period) provided each of the following conditions are met:

- 1) The Avaya Products subject to Long-Term Support must be purchased by Customer from Avaya or an authorized Avaya Business Partner.
- 2) Customer shall maintain a Current version of Software on all Products during the Long-Term Support Period. "Current" is defined as the version of Software that is the latest release being sold by Avaya, or within 1 version of the latest major release, N-1. Customer shall be responsible for purchasing all Software upgrades at Customer's expense, either through a la carte upgrades or by subscribing to an upgrade subscription offer such as CM UPP, SS+U or ESLP.
- 3) When applicable, Customer shall upgrade or replace Hardware so that Customer's Hardware supports the Current release of Avaya Software. Hardware to be upgraded or replaced shall include, but not be limited to, servers, media gateways, circuit packs, batteries, power supplies, and other components that support the then-Current Software. Customer shall be responsible for purchasing all Hardware upgrades or replacements at Customer's expense.
- 4) The Long-Term Support Period shall begin on the In Service date for Products purchased by Customer in the initial order placed under this Agreement, and conclude ten years thereafter. "In Service Date" means the date on which Avaya notifies Customer that the Avaya-installed Products are installed in good working order in accordance with applicable Documentation, and on the date of delivery for all other Products.
- 5) Long-Term Support shall be available only in the event Customer maintains a current and valid maintenance agreement with Avaya throughout the Long-Term Support Period.

Long-Term Support is defined as Avaya providing access to maintenance parts.

**EXHIBIT E**  
**SERVICE LEVEL AGREEMENT**

The Customer Support Services contained in this Exhibit E are a part of the Contract number **SERIAL 10151-RFP** dated Jun 8, 2011 (“Agreement”) between Maricopa County (“Customer” or “County”) and Avaya Inc. (“Avaya” or “Seller”). The following services apply to Seller’s products purchased as listed in a Support / Services Agreement with Avaya, notwithstanding the generality of the foregoing, the Service Level Agreements, performance levels and penalties, provided below, shall apply only to Avaya Aura Communication Manager (CM), Avaya Aura Messaging (Modular Messaging), and Call Management System (CMS).

- 1.0 **First Level Support:** Seller will provide First Level Support services as may be reasonably necessary to keep the system (“System”) operating in good working order. Seller will provide the point of contact for Customer. Seller should be notified immediately when a problem is identified as a System problem.
- 1.1 **Service Level Priorities:** The following are the minimum service level priorities that Seller will assign as First Level Support:
  - 1.1.1 **Severity 1 (System Down / Totally Out of Service – Major):** Emergency – System down/unable to run. Customer has a total system failure. Customer cannot conduct normal business operations, they have a high sense of urgency with respect to resolving the issue and they cannot circumvent the issue.
  - 1.1.2 **Severity 2 (Severe Production Issue - Major):** Impact to 25% or more of the users of the application. Customer is able to run the system, but the incident being reported severely impacts the “usability” of the system. Customer’s ability to conduct normal business operations is severely impeded, they have a high sense of urgency with respect to resolving the issue and they cannot circumvent the issue.
  - 1.1.3 **Severity 3 (Modest Impact - Minor):** Impact to less than 25% of the users of the application. Customer’s reported issue is a cause for concern; however the application is largely functional. These issues impact Customer’s operation and should be corrected in a timely manner.
  - 1.1.4 **Severity 4 (System Inquiry - Minor):** Customer’s reported incident is actually an inquiry, a documentation error or minimal defect in the system. These issues barely impact Customer’s operation.
- 1.2 **Response:** Response is defined as confirmation to Customer of Seller’s receipt of a problem report or service request and establishment of a trouble ticket. Customer shall designate an authorized contact for confirmation of problem reports and service requests. Severity Level of the problem report or service request will be discussed and acknowledged by both the assigned Seller support personnel and Customer’s authorized contact which may result in a higher level of severity being assigned to the request. Avaya has processes regarding priority response to first responders in the event of emergencies or disasters.
  - 1.2.1 Seller will acknowledge the receipt of a problem report to Customer’s authorized contact within one (1) hour of the initial report, for Severity Level 1 and 2 incidents.
  - 1.2.2 Seller will acknowledge the receipt of a problem report designated as Severity Level 3 or 4 to Customer’s authorized contact within one business day.
- 1.3 **Problem Resolution:** Seller will take all necessary steps to resolve all System problems in a timely manner based on the Severity Level of the problem. Problem resolution is defined as:
  - 1.3.1 The problem is corrected; or
  - 1.3.2 When a work-around has been identified and agreed to by Customer.

**EXHIBIT E**  
**SERVICE LEVEL AGREEMENT**

1.4 **Problem Escalation:** Seller will manage the priority level based on the Severity Level. Seller is responsible for problem resolution and will remain Customer's first point of contact for all issues. Customer may escalate any service concerns to Seller at any time through established contacts and processes.

2.0 **Support and Maintenance Definitions:**

2.1 **Maintenance Services:** Service and repairs as may be reasonably necessary to keep the System operating in good working order. Maintenance shall include the labor, software recoding, supported hardware and parts required to repair or replace equipment that has become defective through normal wear and usage. Maintenance services are available during business hours and non-business hours.

2.2 **Remote Control Access/Monitoring:** Remote Control Access to provide a means to enable Seller support personnel to remotely access or monitor Customer's server(s) via SAL (Secure Access Link) to Customer's network on which the System(s) reside. This diagnosis includes support up to the point that it is determined that the problem is hardware or custom software related. Any support beyond that point for hardware repair/replacement or custom software problem resolution is covered as defined in Section 3.0.

2.3 **Support of Prior Releases and Versions:** Subject to Coverage Period, Seller will provide software support for prior release or version for 4 years from the date of last ship of such software as determined by manufacturer. Support may be limited to the terms of Seller's Extended Support policy based on Seller's notifications and announcements. After which, support for prior release or version will be available solely at Seller's discretion with a support agreement and such support excludes escalation of reported problems to manufacturer.

2.4 SLA eligible products: Avaya Aura Communication Manager (CM), Avaya Aura Messaging (Modular Messaging), and Call Management System (CMS).

3.0 **Penalties for Non Performance**

Penalties for Non-Performance, this attachment sets forth the specific service levels required for performance measurement and the agreed penalties. "Seller" shall make monthly reports to the County for all service levels and performance measures during the previous thirty (30) days. "Seller" is required to implement and monitor metrics associated with the SLA and meet customer service performance standards; specifically those that define service and response times. Unless otherwise specified and agreed in writing between County and Avaya, the reporting period for each of these areas will be thirty (30) days.

3.1 **Penalties for Non-Performance:** As the service levels stated below are critical to customer satisfaction, non-performance to the service levels expected which are defined as certain delays or failures to meet the standards set under this agreement, will result in specific penalties for non-performance. The penalties for non-performance of the service levels specified will constitute a services credit against a future invoice as described in section 3.6 of this document. See Exclusions in Section 7.

3.2 **Response Requirement Metric**

3.3 Definition: This measures the percentage of maintenance and repair service calls where the response requirement matches the actual response times.

3.1.1 In accordance with the requirements of the applicable Service Agreement Supplement and Response Requirements set forth herein, the requirements below will be monitored and documented continuously by "Seller" and reported to County in a format suitable for mutual review every thirty (30) days in order to calculate and assess service level achievement for the previous thirty (30) days:

- 1) Within one (1) hour for any "Severity 1 & 2"

**EXHIBIT E**  
**SERVICE LEVEL AGREEMENT**

2) Within the next business day, for “Severity 3 & 4” disruption or for disruptions defined as. Severity 3 & 4 incidents are to be reported to Seller via Avaya’s standard ticket submission processes.

3.4 Method of Calculation:

Monthly  
Response  
Requirements  
Average =

Total number of responses, including incidents resolved by tools, during the previous thirty (30) days where Response Requirements were met for SLA eligible products.  
-----Divided by -----  
Total number of responses during the Previous thirty (30) day period for SLA eligible products.

3.5 Service Level: Meet 98% of requirements for SLA eligible products

3.6 Penalty for Non-Performance: Percentage below 98% will be used to calculate the SLA penalty and is applied to the next invoice.

*Penalties:*

\_\_\_\_\_ “Seller” met 97% - 97.99% Performance for the 30 day period = \$1,000 credit  
\_\_\_\_\_ “Seller” met 96% - 96.99% Performance for the 30 day period = \$2,000 credit

3.7 Penalty for Non-Performance continued

Penalty rate will be capped at a "Not to Exceed" five percent (5%) of the annual maintenance fees associated with the product covered under this SLA

3.8 Source of Data: Avaya trouble ticket system.

4.0 If there are any “Seller” provided hardware and/or software failures of the Avaya Aura Communication Manager which causes a “Severity 1” service disruption greater than 60 minutes accumulative within any given 12 month period; the service level penalties are as provided in section 4.1 below will apply. This penalty, and measurement begins after the implementation is complete and the system is certified and in production, and the system configuration meets the requirements for 99.99% availability and excludes Force Majeure events.

4.1 If the availability on an annual basis is 99.98 – 99% = \$1,000 credit  
If the availability on an annual basis is 98.99 – 98% = \$2,000 credit

5.0 **Service and SLA Exclusions**

5.1 Seller’s standard Service Exclusions, as detailed in the maintenance and support related terms of the Agreement shall apply with regard to service level performance.

5.2 Except to the extent expressly stated to the contrary herein, the Service Level commitment shall not apply to maintenance or repair activities required as a result of:

- 5.2.1 Customized system features or reports created by Customer
- 5.2.2 Services and all support not directly attributable to a fault in Supported Product (including faults in the Customer’s own network or the public network).
- 5.2.3 Neglect, misuse, power failures or surges, fault or negligence of Customer or causes external to Supported Equipment and not attributable to Seller;

**EXHIBIT E**  
**SERVICE LEVEL AGREEMENT**

- 5.2.4 Customer's failure to implement a Product Update within ninety (90) days of notification supplied by Seller in connection with the Full Service Maintenance Coverage if such failure to implement was the direct cause of the problem or fault;
- 5.2.5 The operation or connection of equipment, software or facilities other than those expressly supported hereunder;
- 5.2.6 Customer's failure to follow the manufacturer's installation, operation and maintenance instructions, including Customer's failure to permit in an operationally reasonable amount of time which is expected to be no longer than fifteen (15) minutes. Seller remote access to the Supported Equipment;
- 5.2.7 Actions of individuals who are non-Seller (including non-Seller agents or subcontractors) and non-Customer (including non-Customer agents);
- 5.2.8 If Seller or an authorized Seller third party disable or remove connectivity to Eligible products resulting in a Service Level Default, Seller will be held responsible for the Default.
- 5.2.9 If Customer or unauthorized third parties disable or remove connectivity to Eligible products, resulting in a Service Level Default without the prior consent of Seller, Seller will not be held liable for the Default or any associated Performance Credit for that particular Default;
- 5.2.10 Performance credits will not be assessed where Seller has previously announced a recommended Product Correction Notice (PCN) to correct known problems and that PCN has not yet been implemented resulting in occurrence of the known problem;
- 5.2.11 Restoral time for a major failure that requires reloading of the application will exclude any time where Seller is waiting for the software diskettes or appropriate back up media needed from the customer to reload the application; or delays created if the back up is incomplete and not available to be used.

**EXHIBIT F**  
**CONTRACTOR PRODUCT DETAIL**

Technical Requirements	Contractor Response
Products Proposed	Avaya Aura® Platform
Model Proposed	Avaya Aura® Session Manager Avaya Aura® Communication Manager Avaya Aura® Presence Server Avaya Aura® Agile Communications Environment (ACE) Avaya Video suite of products Leapfrog offer, maximizing the existing SL100
Version\Series Proposed	6.0
Version\Series Issue Date	November 2010

System Architecture	Contractor Response
Max Number of Cabinets/Max Ports	72
Number of Cabinets/Ports (Proposed)	16,108
Number of Slots (Proposed/Spare)	576/514
Analog Station Ports (Proposed/Spare)	Ports = 500; slots = 21; spares = 514
Digital Station Ports (Proposed/Spare)	Reusing all existing/0 spares
Analog CO Ports (Proposed/Spare)	Reuse existing/24/0 spares
Digital Trunk Ports (Proposed/Spare)	Reuse existing/984/0 spares
Optional-Additional Cabinet (Slots Available)	3 optional cabinets/24 slots available
Cabinet Dimensions (Proposed)	19" 3 Rack Units high
PC\Server Based? Explain	Server based; each processing component of the Avaya Aura solution is a server
PC\Server Based Components\Slots (Proposed/Spare)	Servers = 18/ 0 slots/0 spares

Remote System Architecture	Contractor Response
Remote System Connectivity Type	Ethernet
Remote System Network Type	Layer 2/Layer 3
Remote System Groups Capacity (Required/Proposed/Max)	450 users per G450 Media Gateway/# of gateways based on number of remote users
Total Remote System Port Capacity (Required/Proposed/Max)	Remote hardware capacity = 250 gateways
Total Remote System Agents (Required/Propose/Max)	7000 agents capacity
Total Remote System Supervisor Consoles (Required/Proposed/Max)	Reuse exiting/800 agents system maximum
Total Remote System Report Printers	Avaya language CDR printers = 2

**EXHIBIT F**  
**CONTRACTOR PRODUCT DETAIL**

(Required/Proposed/Max)	
Total Remote System Node Capacity	25,000 nodes/users
Total Number of Remote System Trunks	24,000
Total Number of Remote System T1 Connections	500

System Administration Functionality Specifications	Contractor Response
Define Hardware-Make/Model	G450 Media Gateway (See G450 diagram in response to Attachment H.)
Define Software-Type/Version	6.0: Session Manager Communication Manager Presence Server Agile Communications Environment Avaya Video suite of products Leapfrog offer, maximizing the existing SL100

Instrument Functionality	Contractor Response
Telephone Set Requirements	
Digital Display Multi Line	Reuse existing
Require MWL and 5 Function Buttons (Hold, Hook Flash, Conference, Redial, Release Call) and 8 Soft Programmable Buttons for other functions	Understand and comply
Equipped:	16,000
Telephone Set Requirements-(SIP Based Handsets)	16000
Digital Display Multi Line	Understand and comply
Require MWL and 5 Function Buttons (Hold, Hook Flash, Conference, Redial, Release Call) and 8 Soft Programmable Buttons for other functions	16000
Equipped:	16,000

Promotion on Hold	Contractor Response
Promotion on Hold Product Proposed	No Promotion on Hold
Promotion on Hold Model Proposed	No promotion on Hold

Telco Line Interfaces	Contractor Response
Comply w/Network Interfaces	Comply

**EXHIBIT F**  
**CONTRACTOR PRODUCT DETAIL**

IVR Interfaces	Contractor Response
Comply w/Interactive Intelligence Integration	Comply

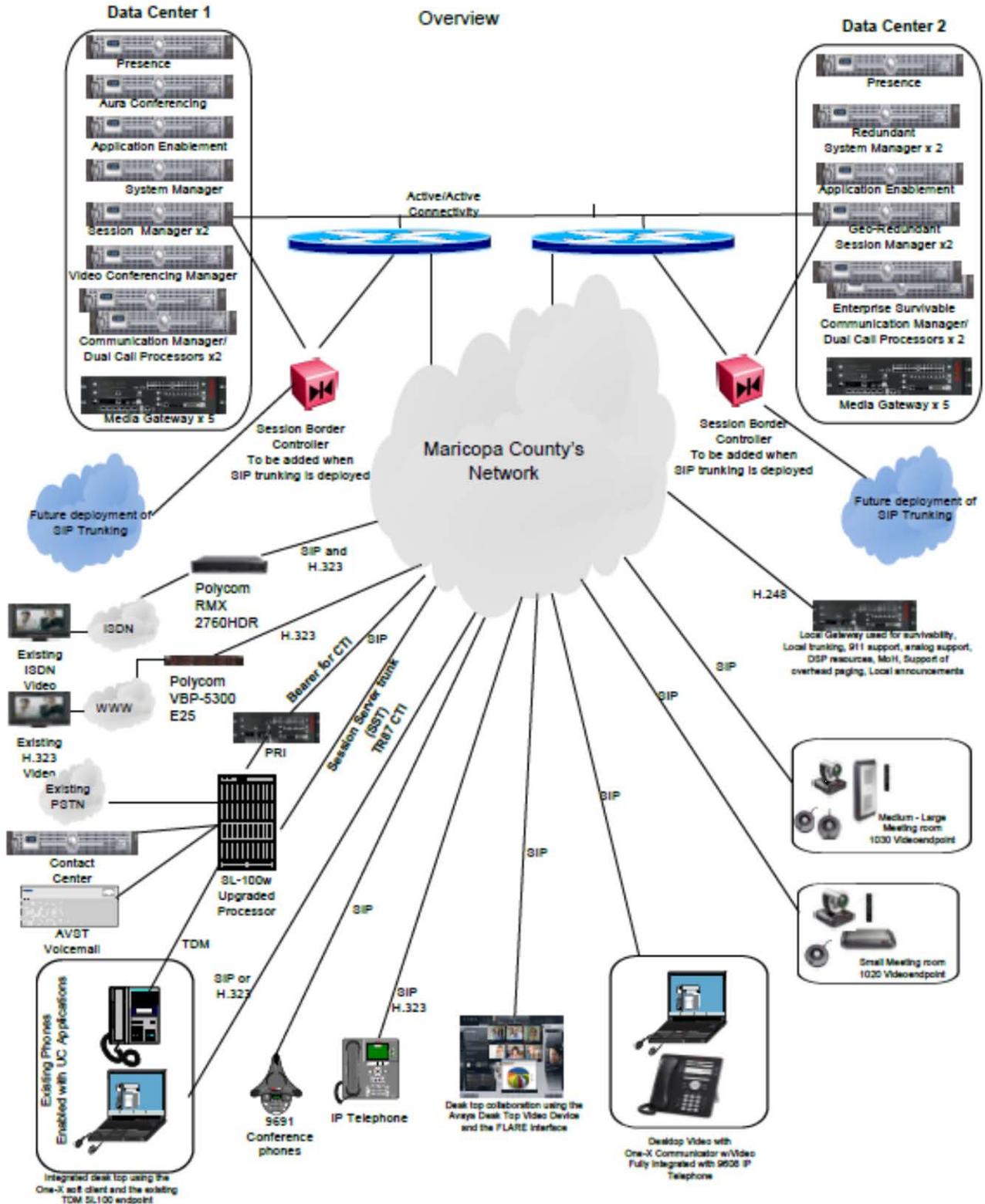
  

AVST Voice Mail Interfaces	Contractor Response
Comply w/AVST Voice Mail Integration	Comply

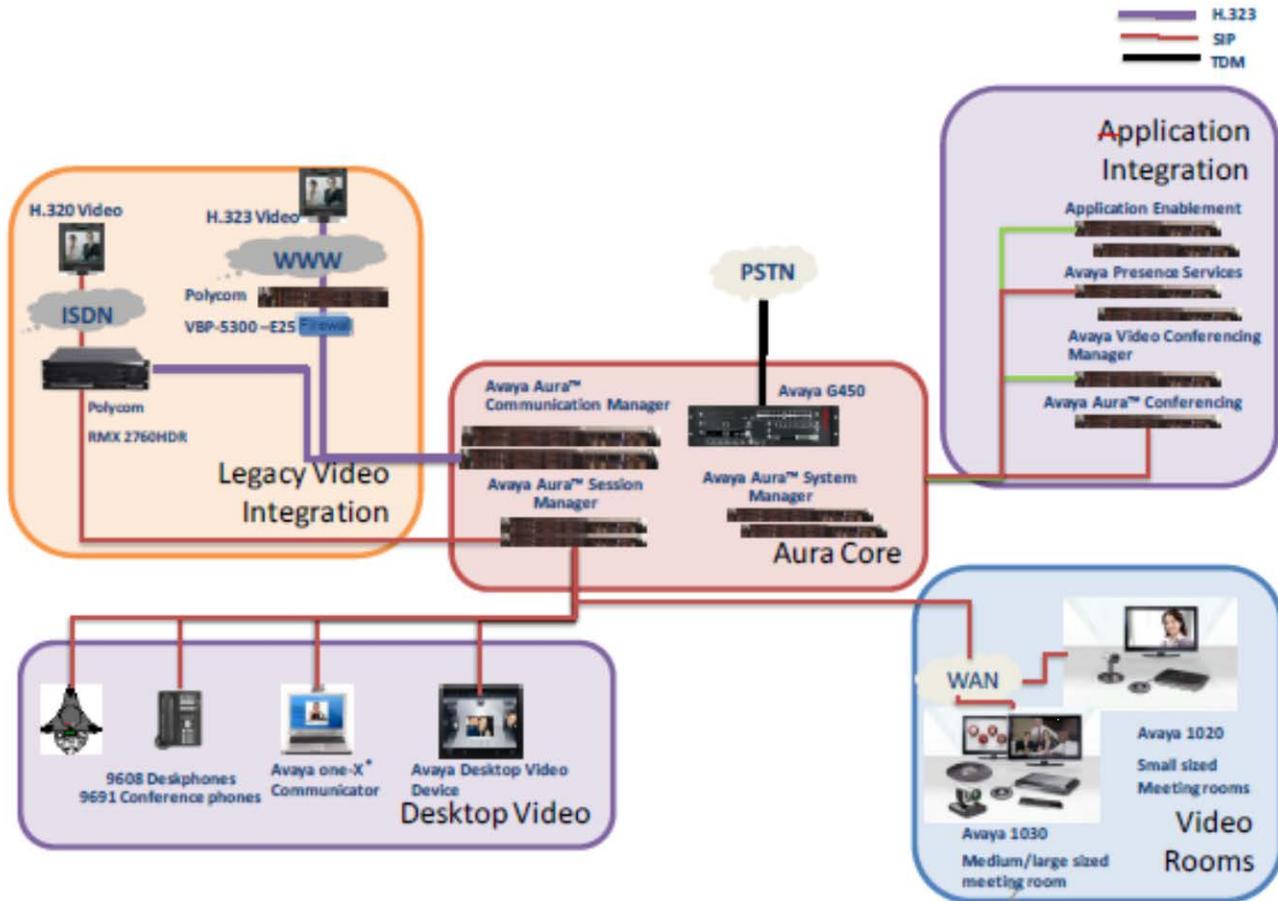
ACD Mail Interfaces	Contractor Response
Comply w/Interactive Intelligence Integration	Comply

## EXHIBIT G NETWORK TOPOLOGY DIAGRAMS



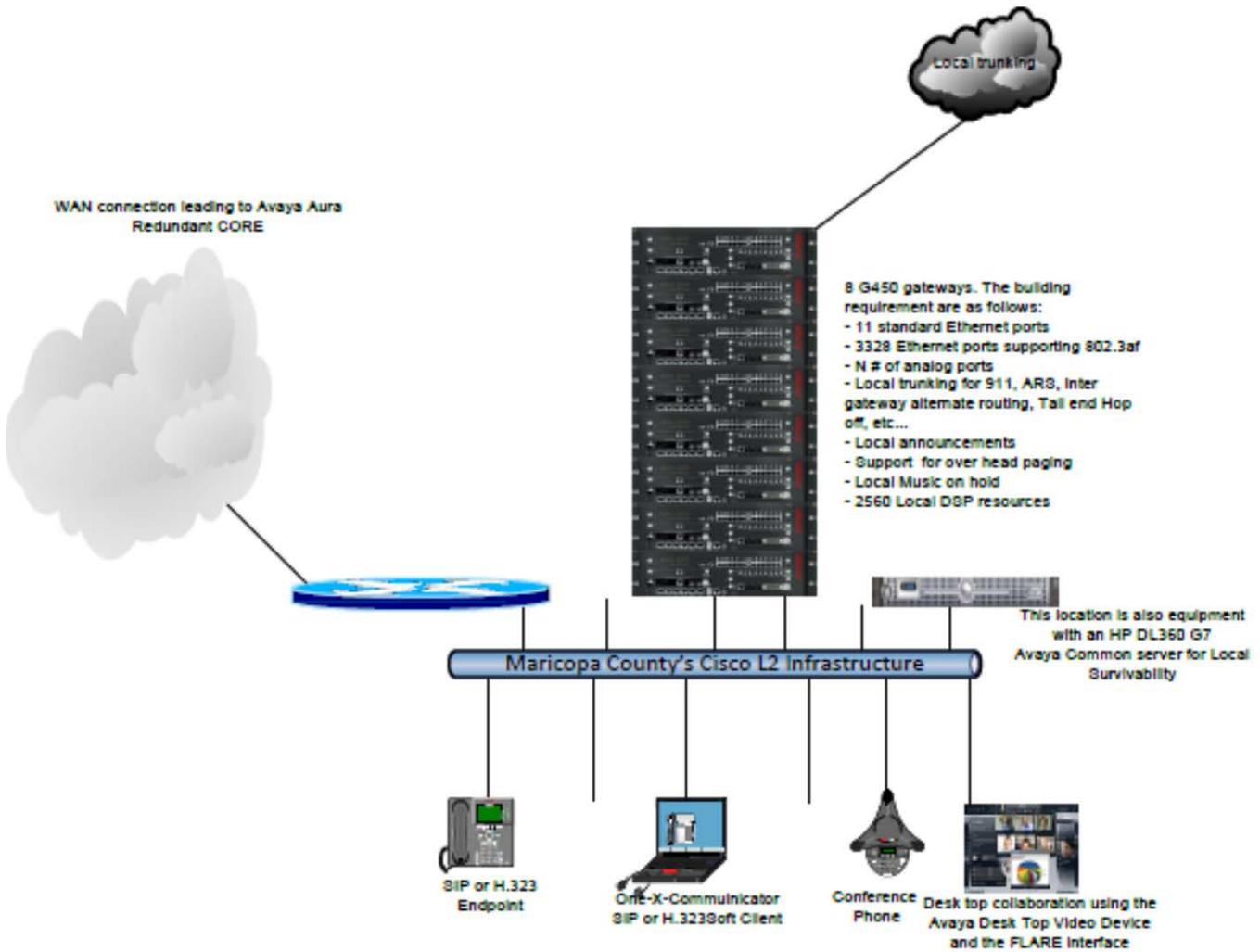
**EXHIBIT G**  
**NETWORK TOPOLOGY DIAGRAMS**

**Video Solution Architecture**  
**Block diagram**



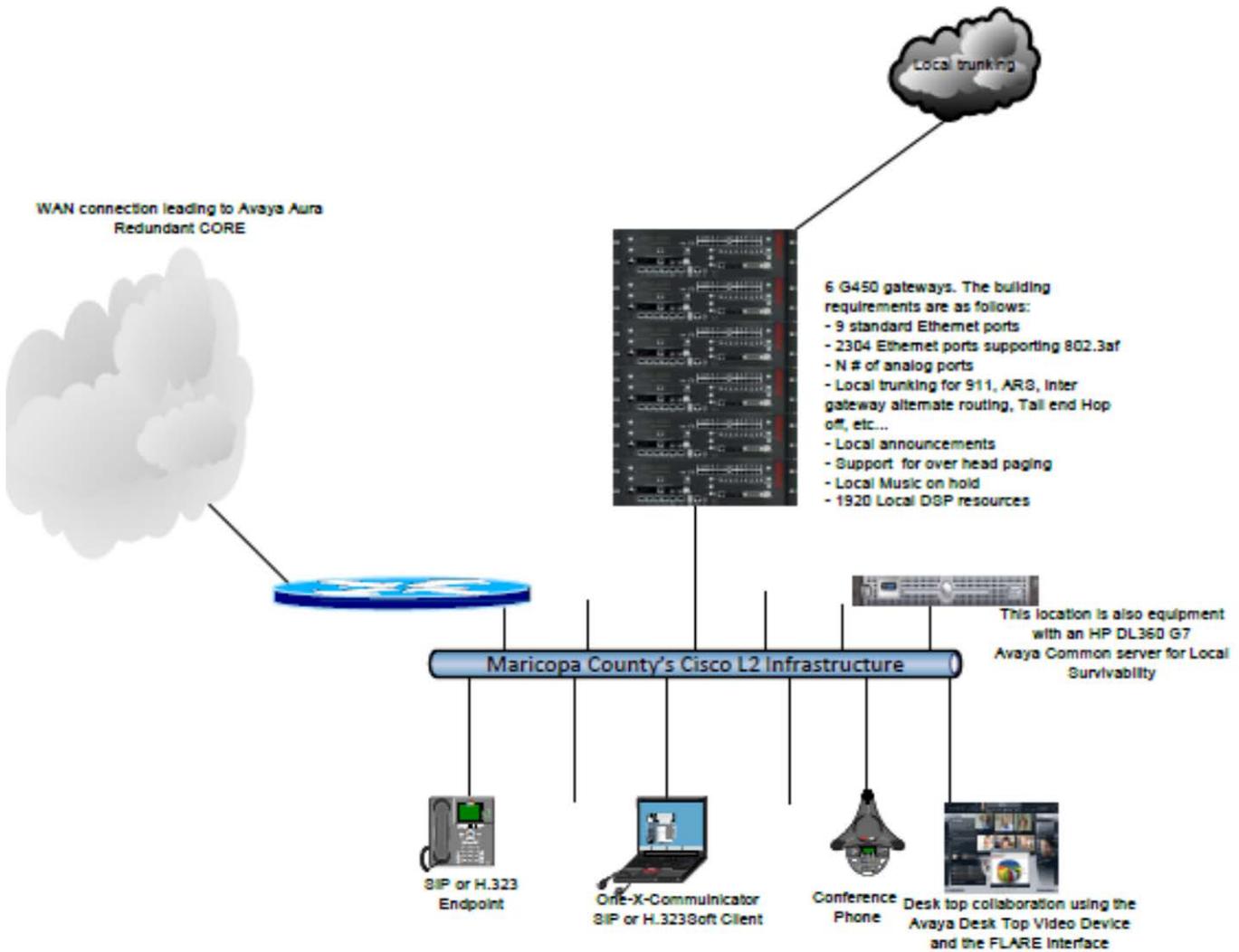
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## West Court



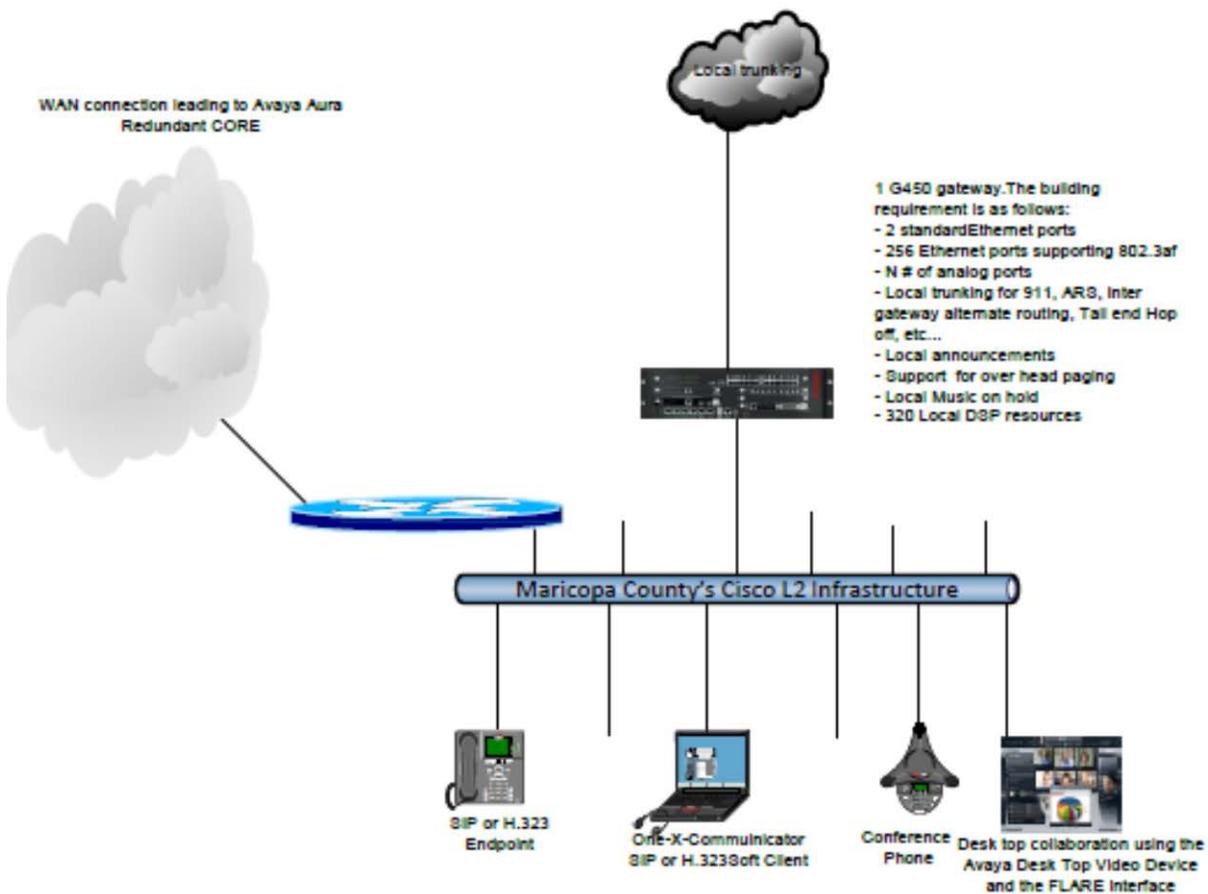
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

New Admin



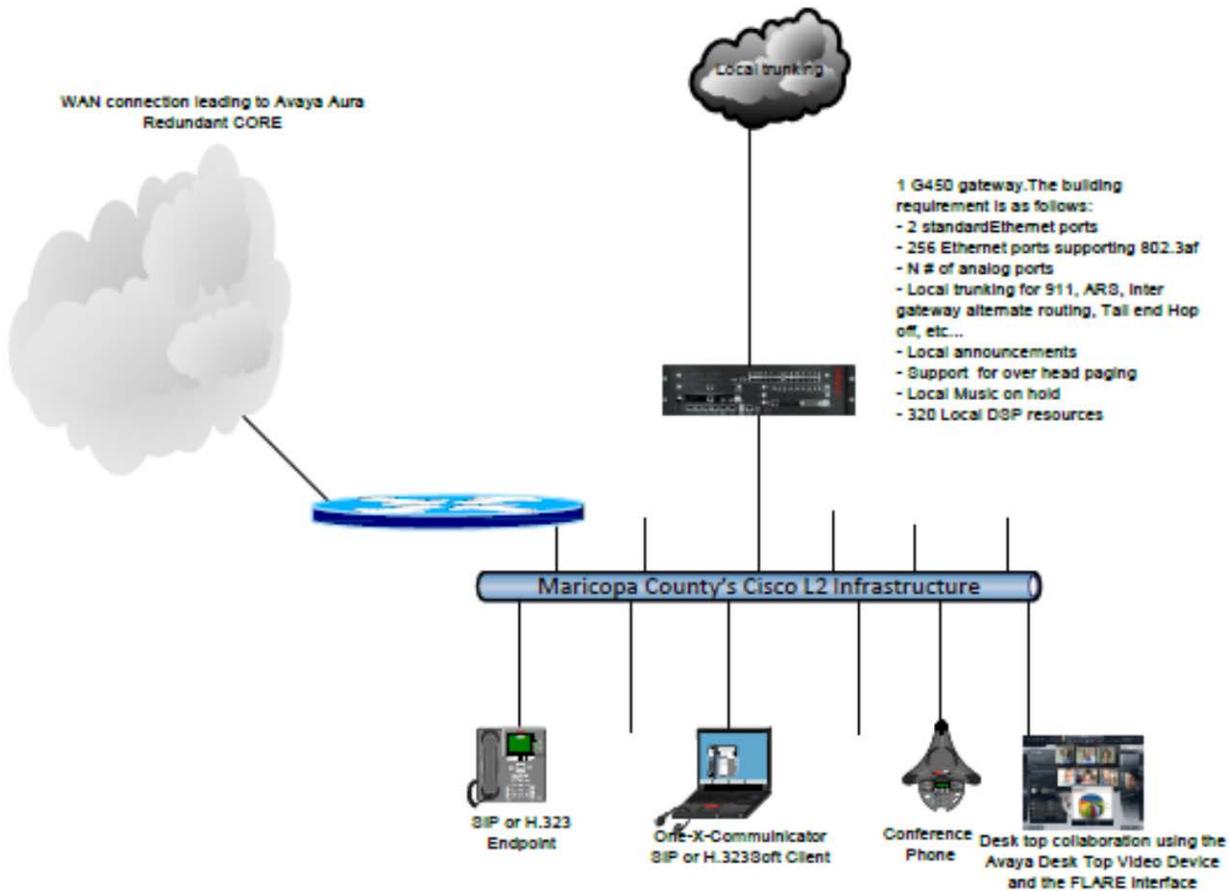
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Old Court

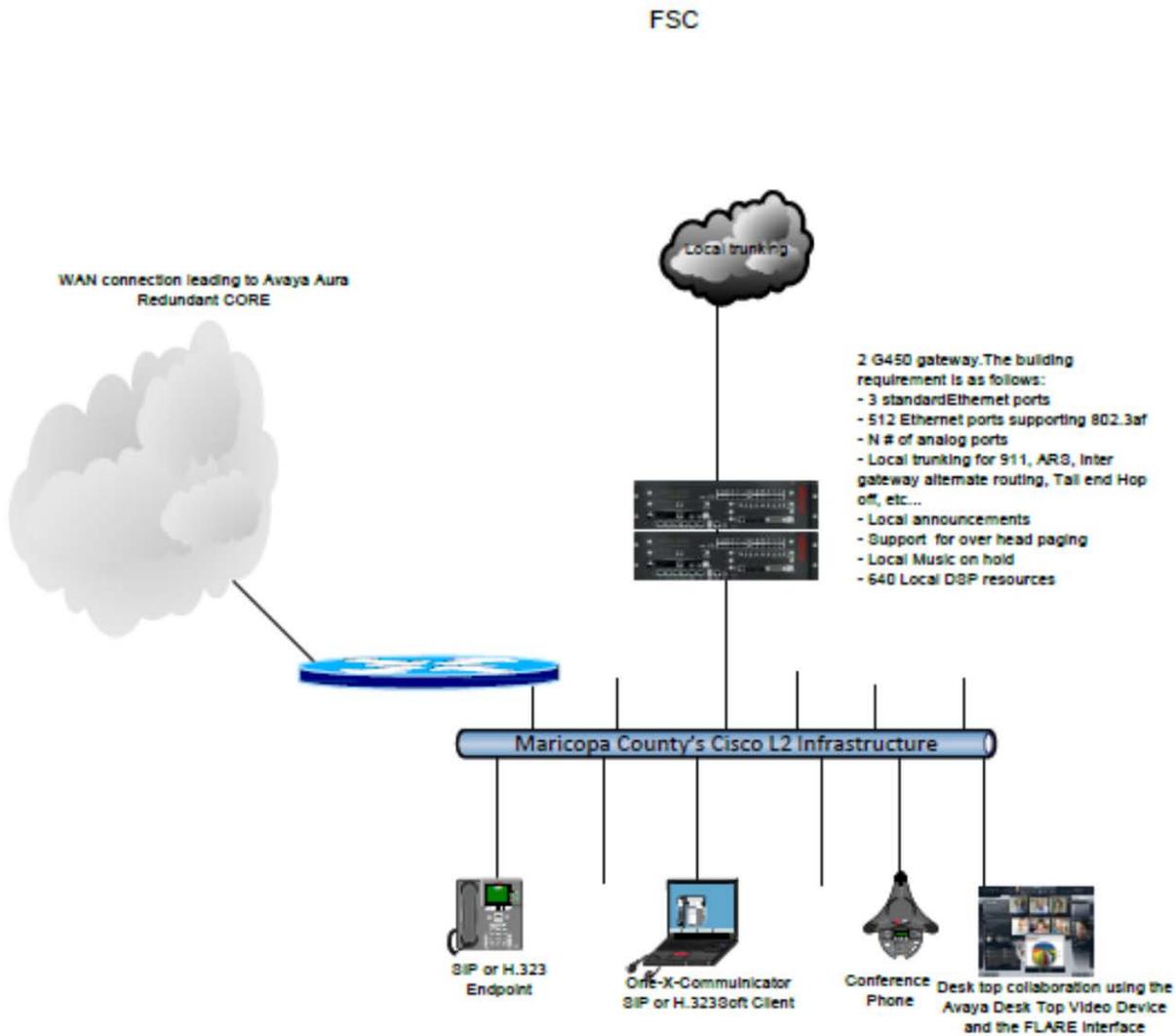


# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## COC Service Center

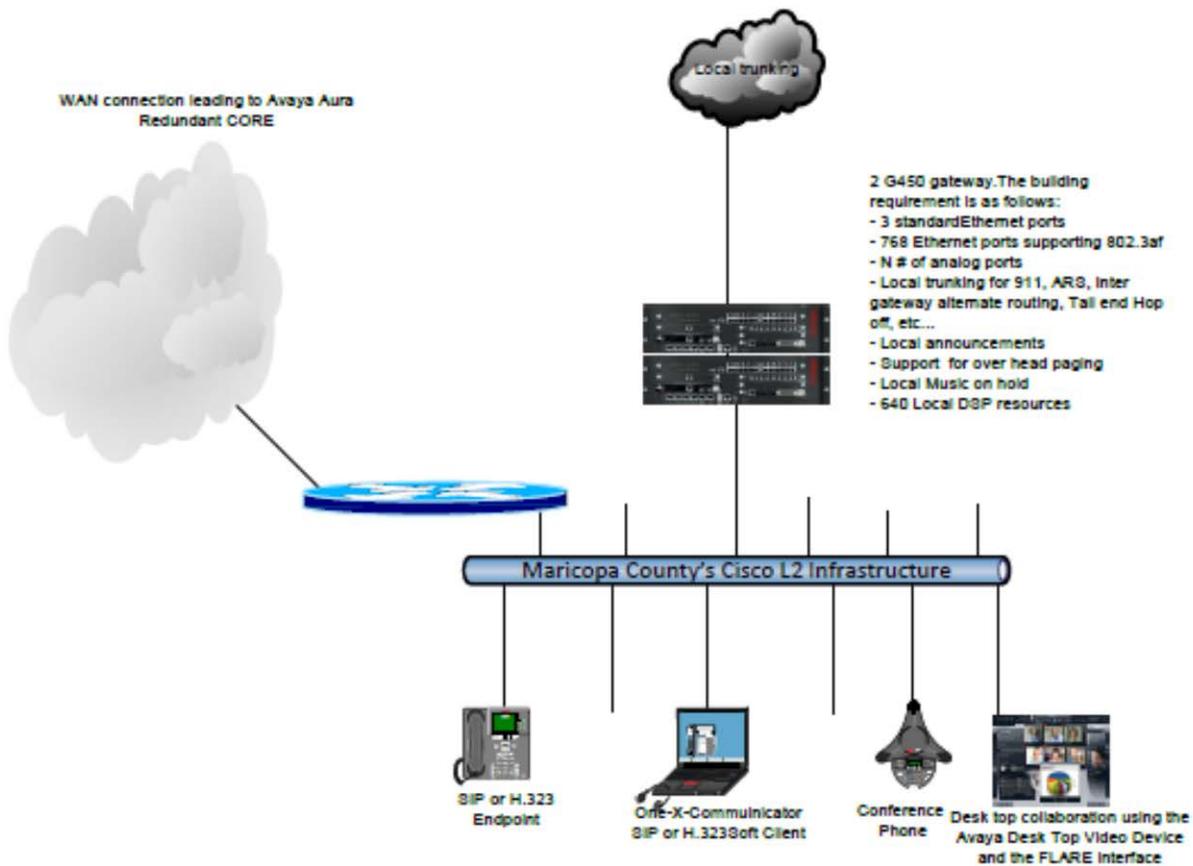


# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS



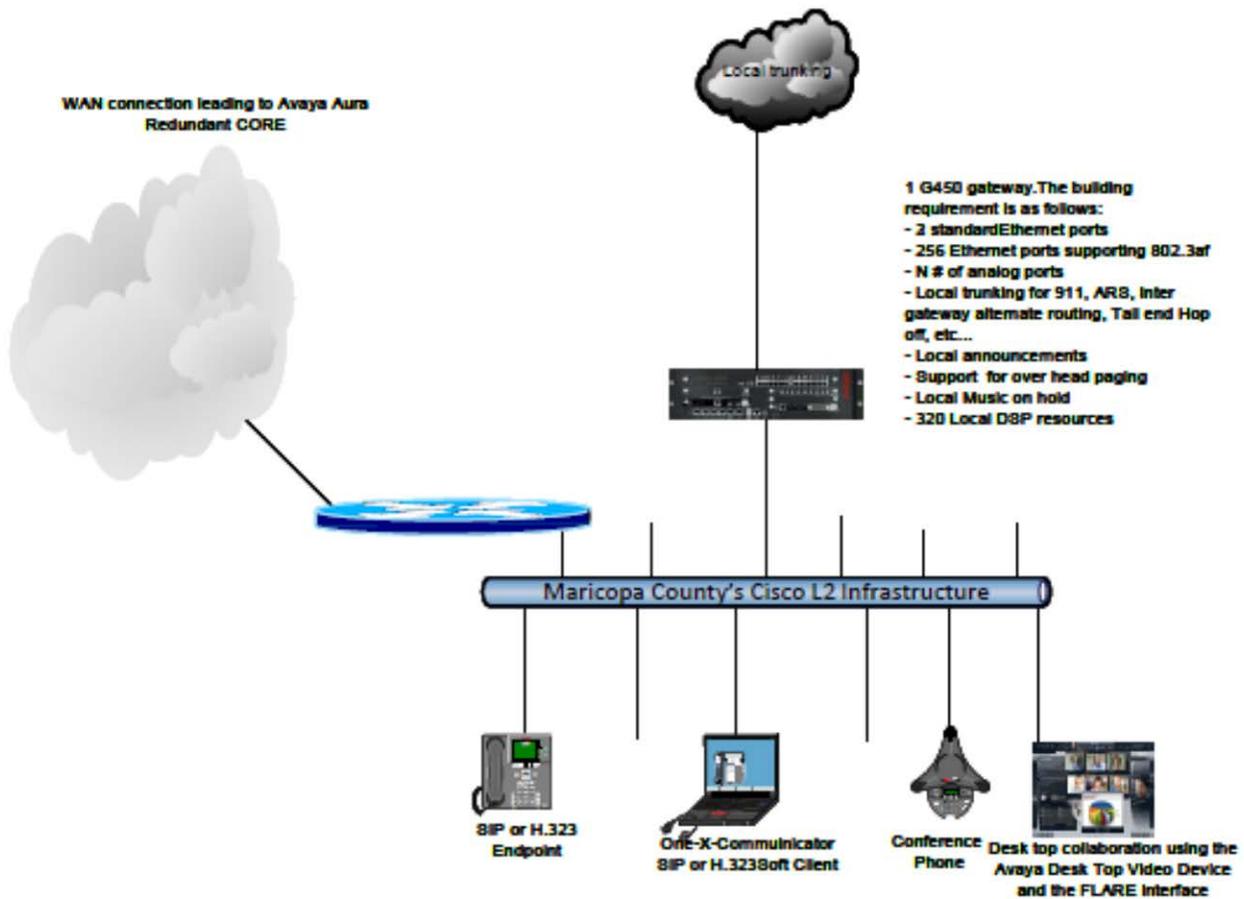
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Legal Defender



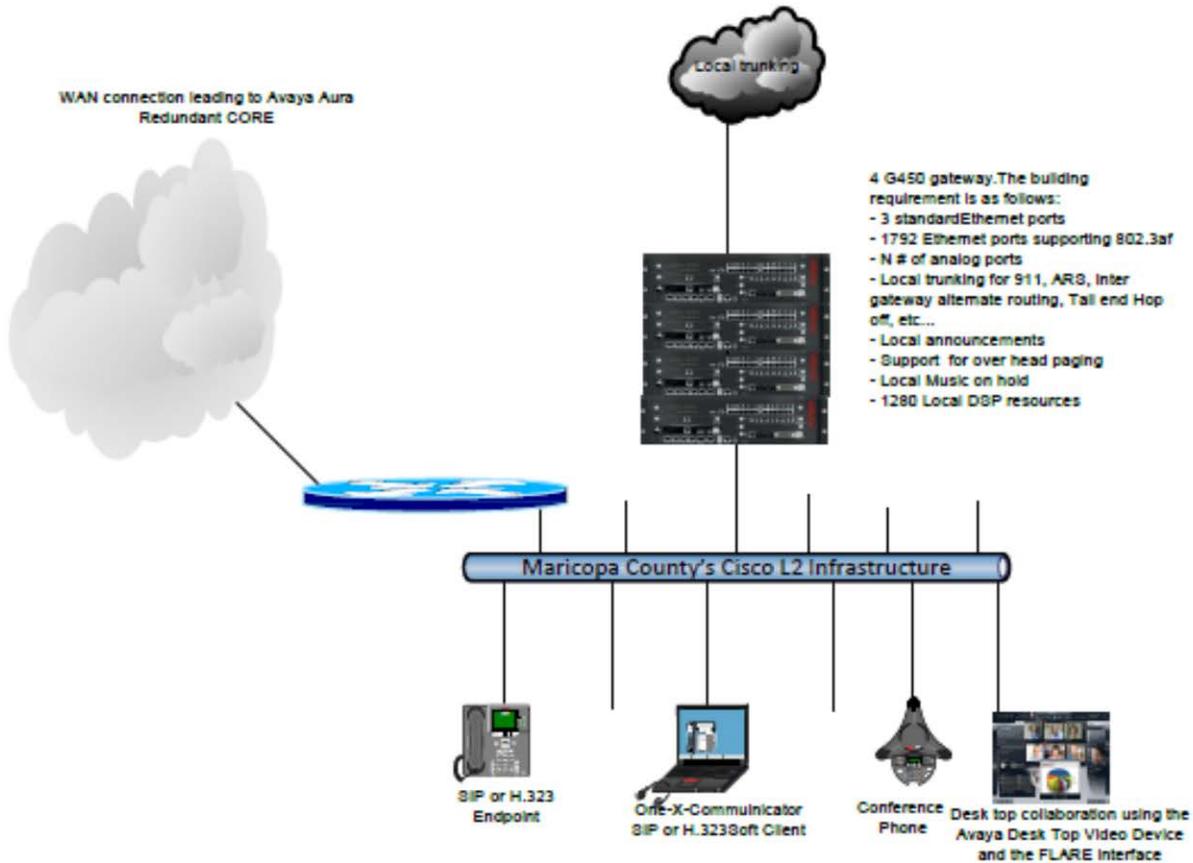
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Materials Management



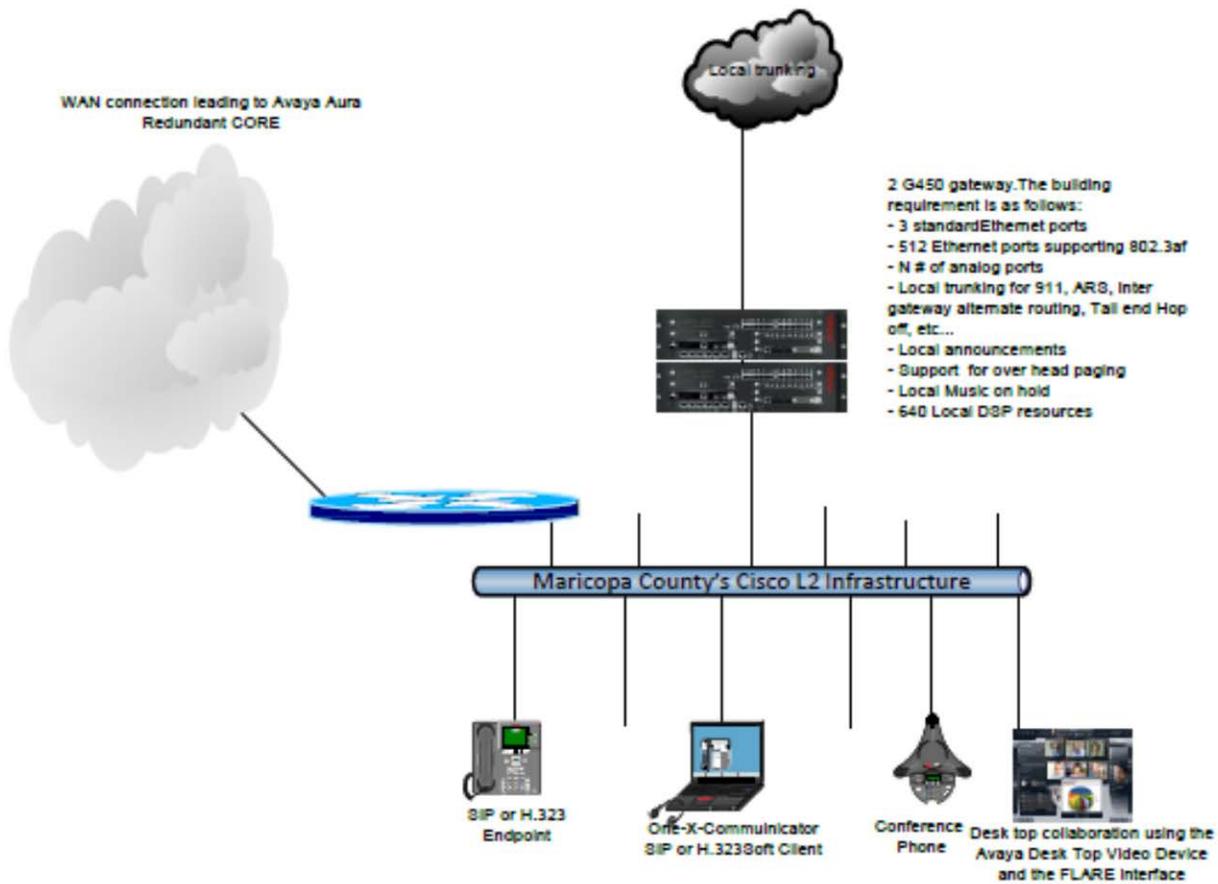
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Downtown JC



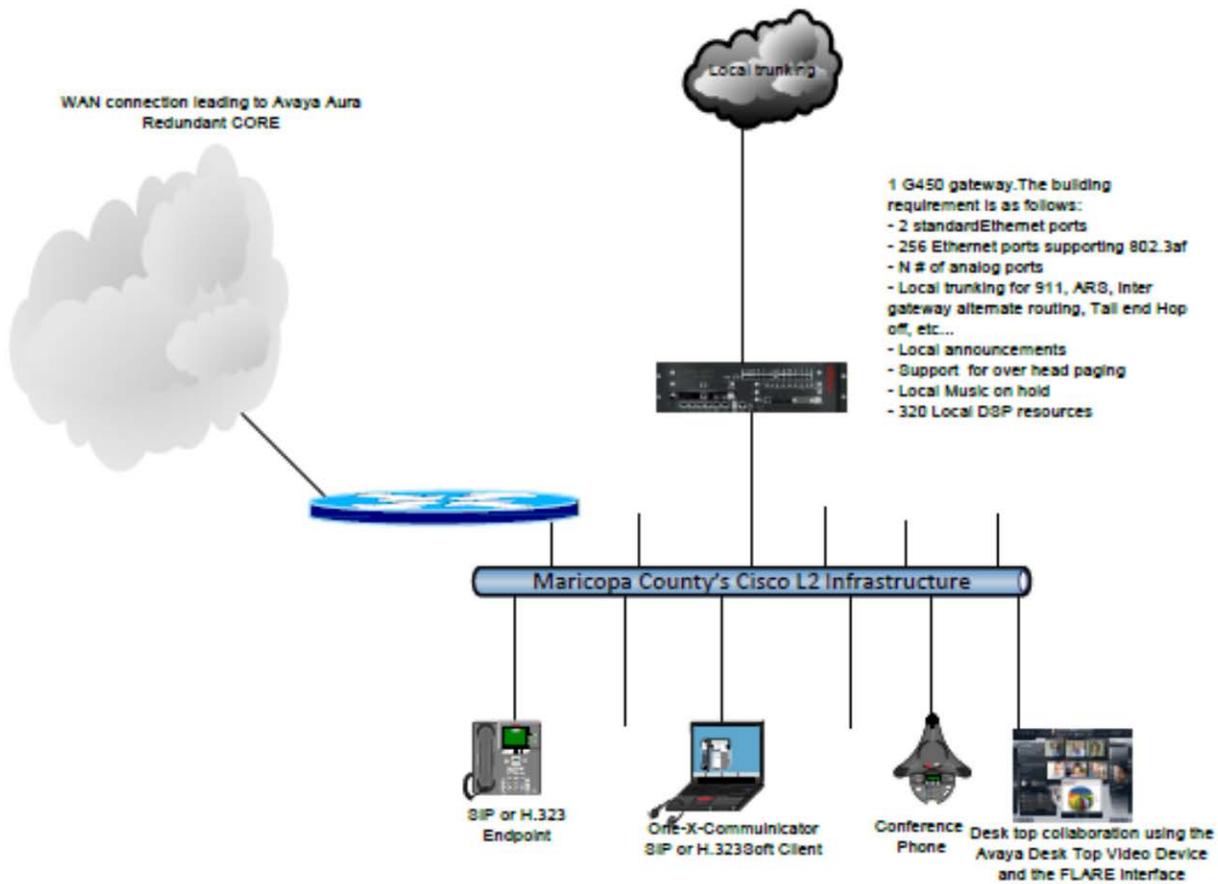
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

Public Health Admin



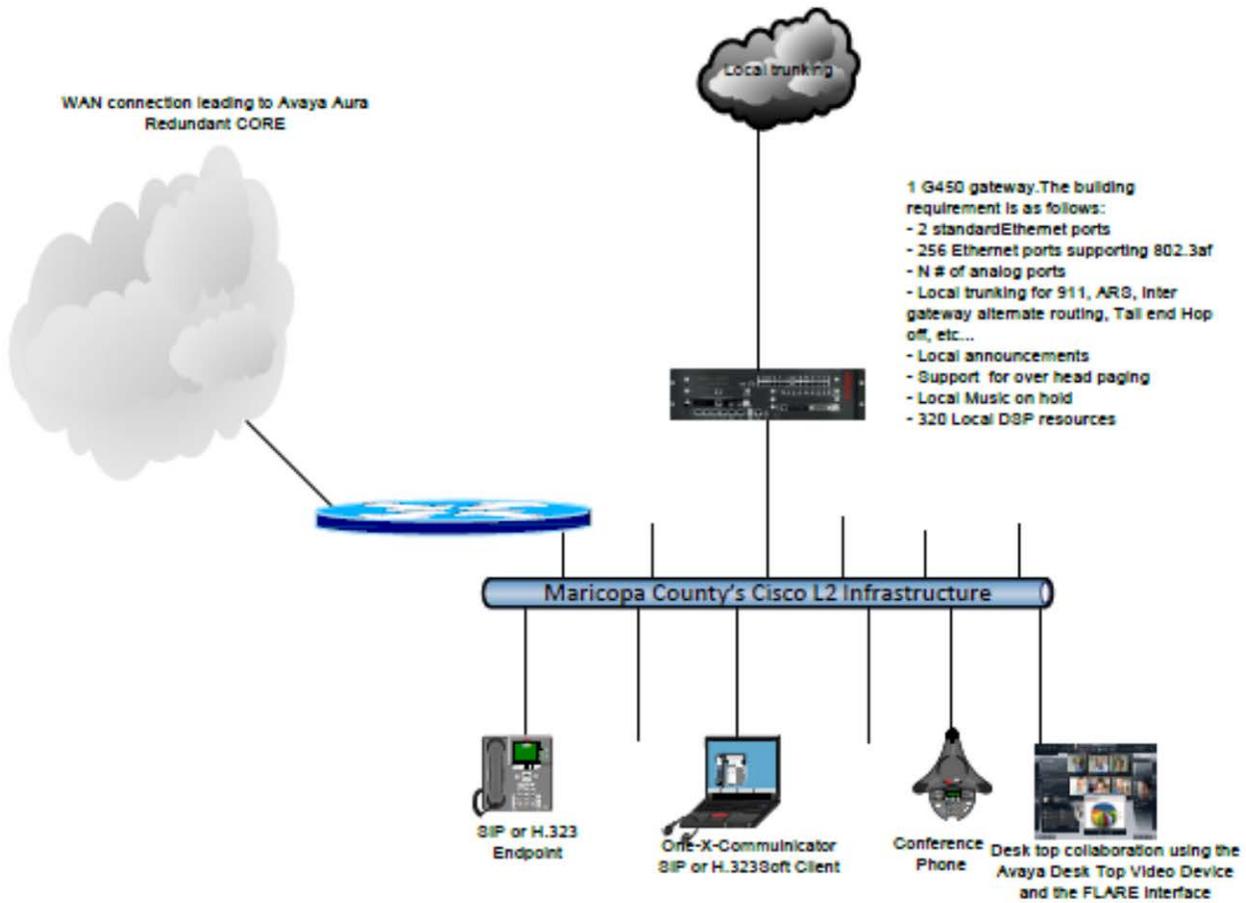
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Plan Dev



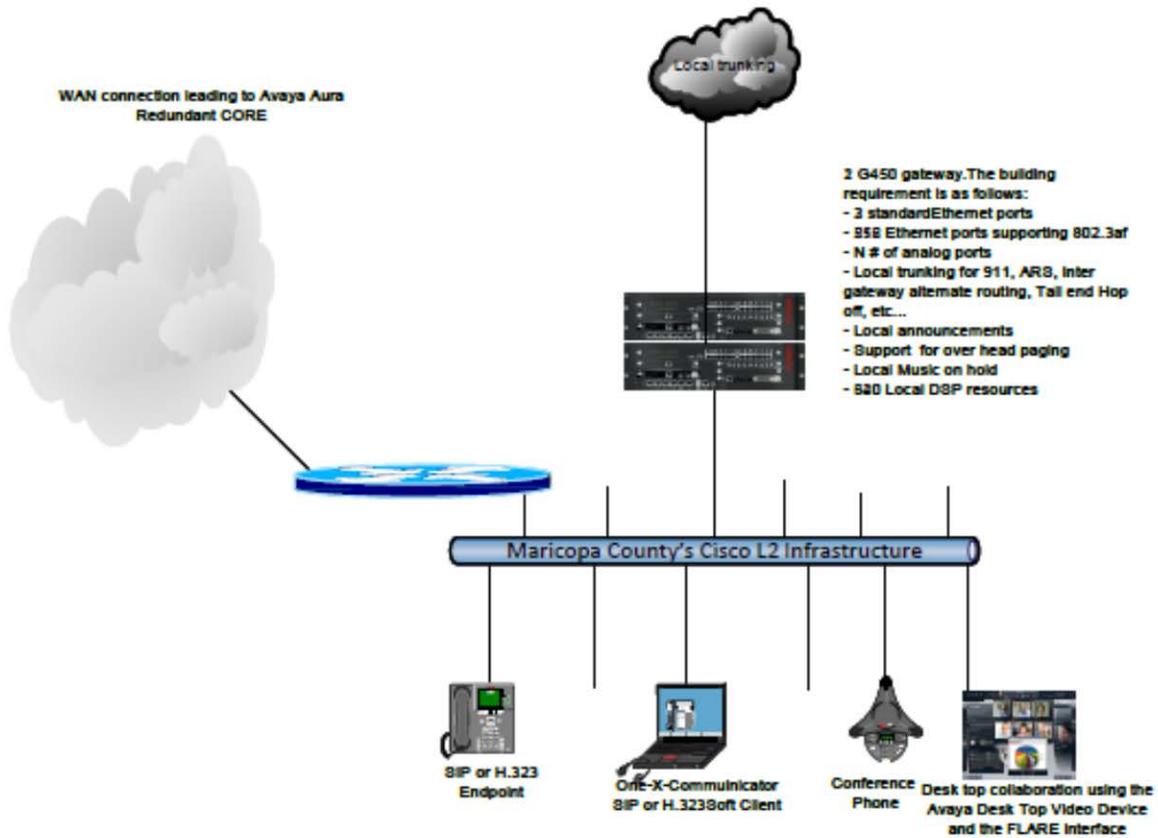
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## APO Wells Fargo



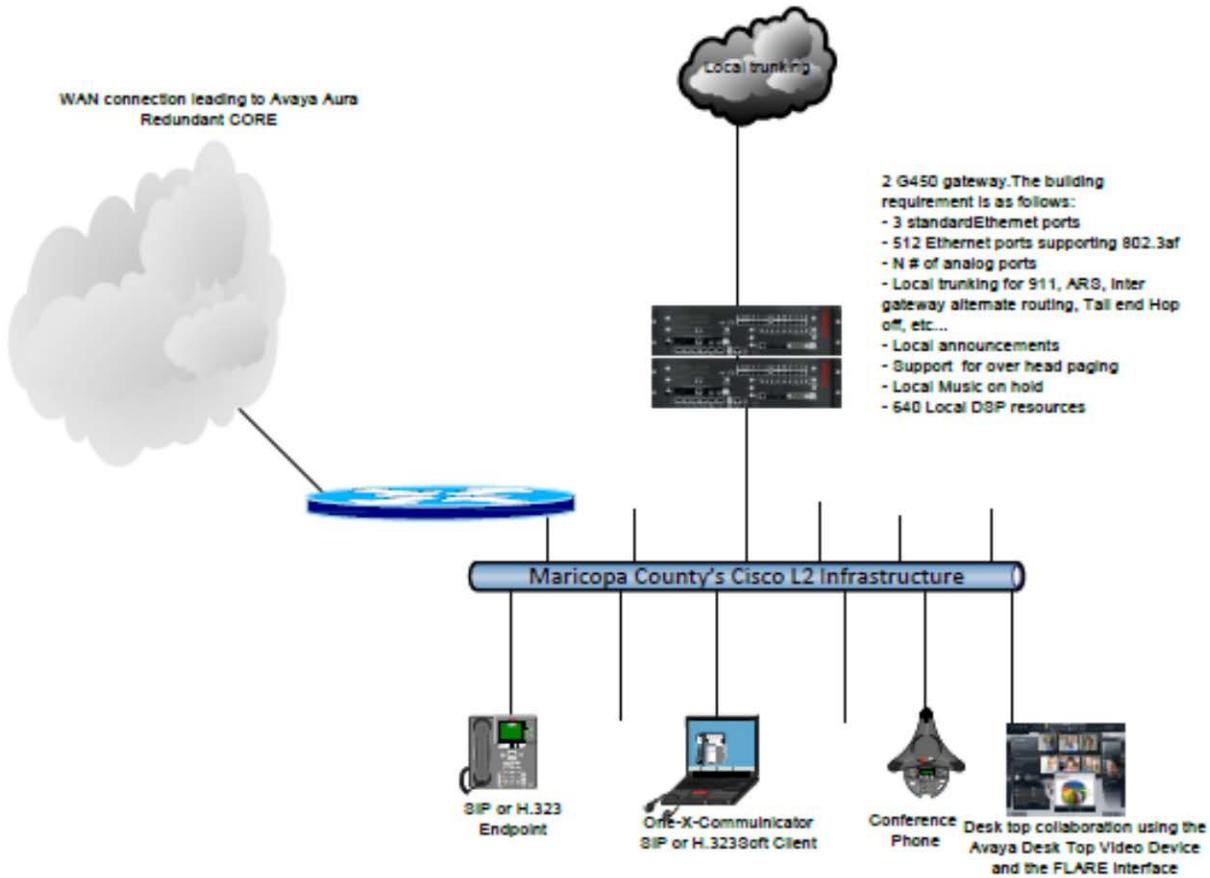
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OLA



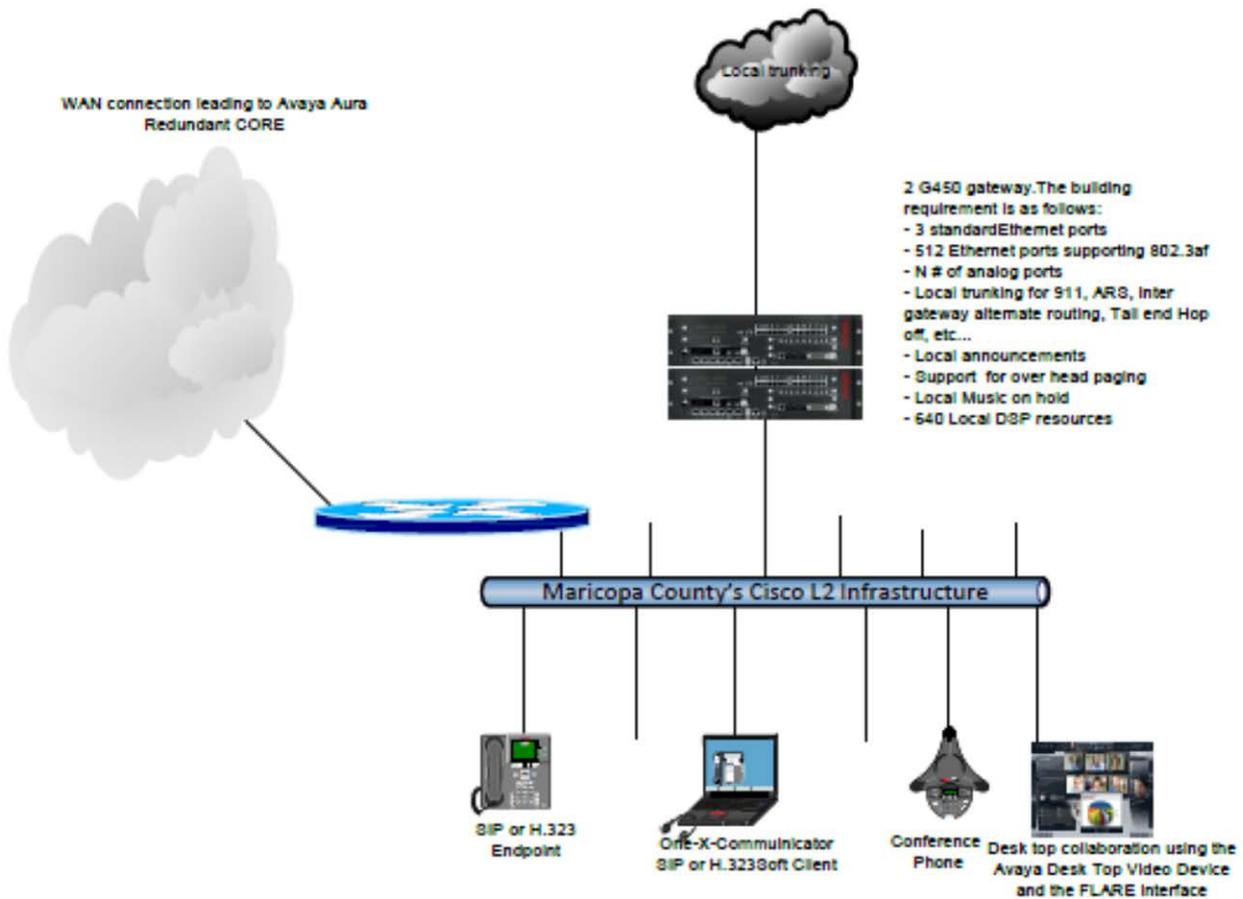
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## ENV Quality



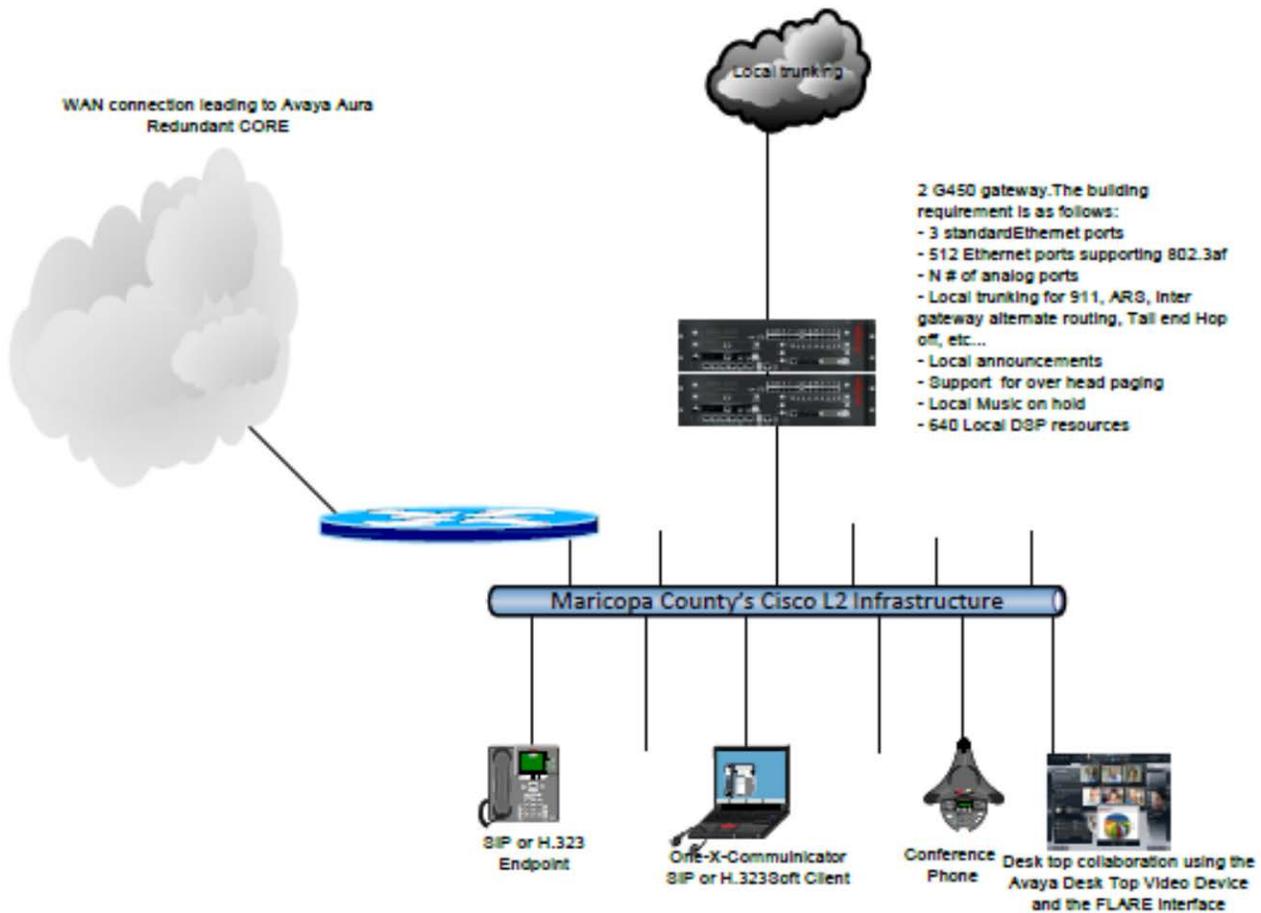
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Public Health



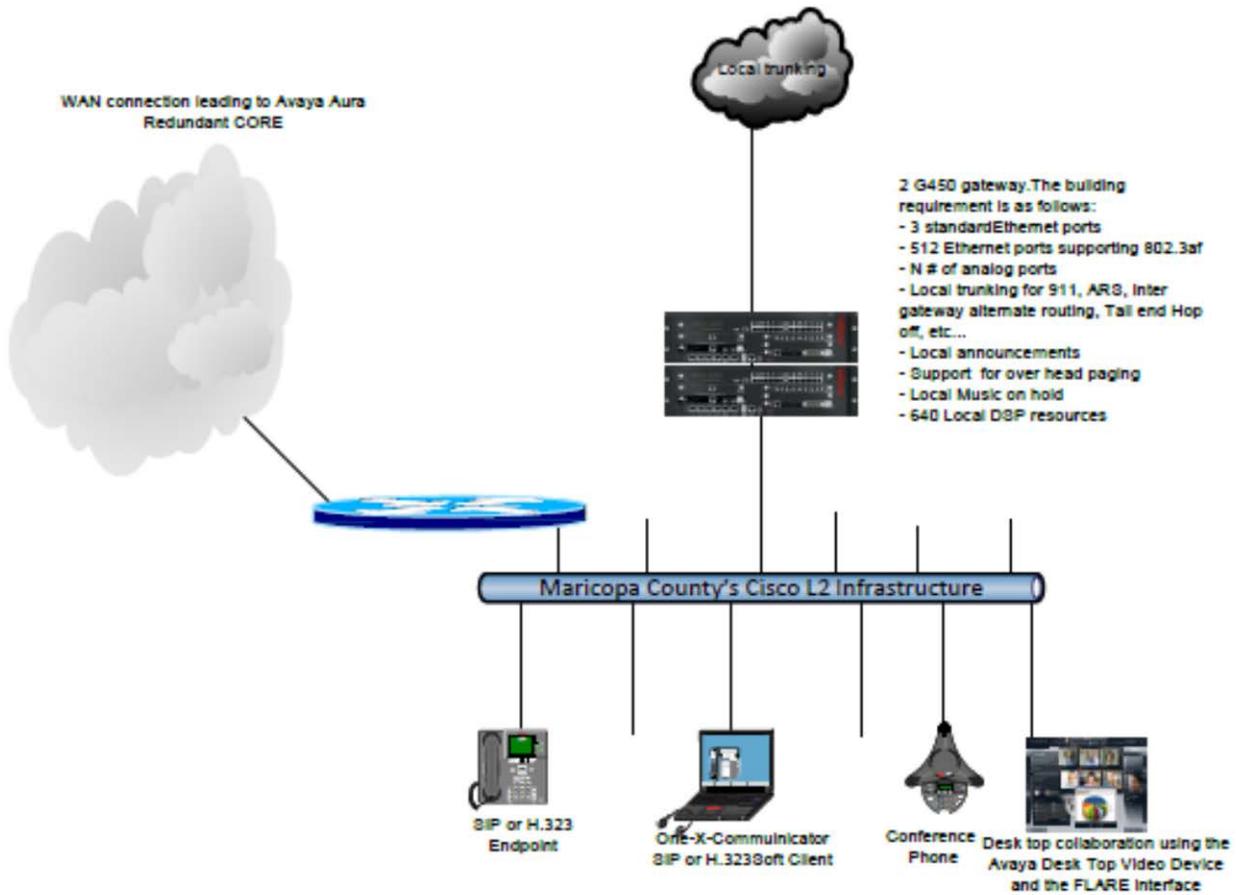
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APO



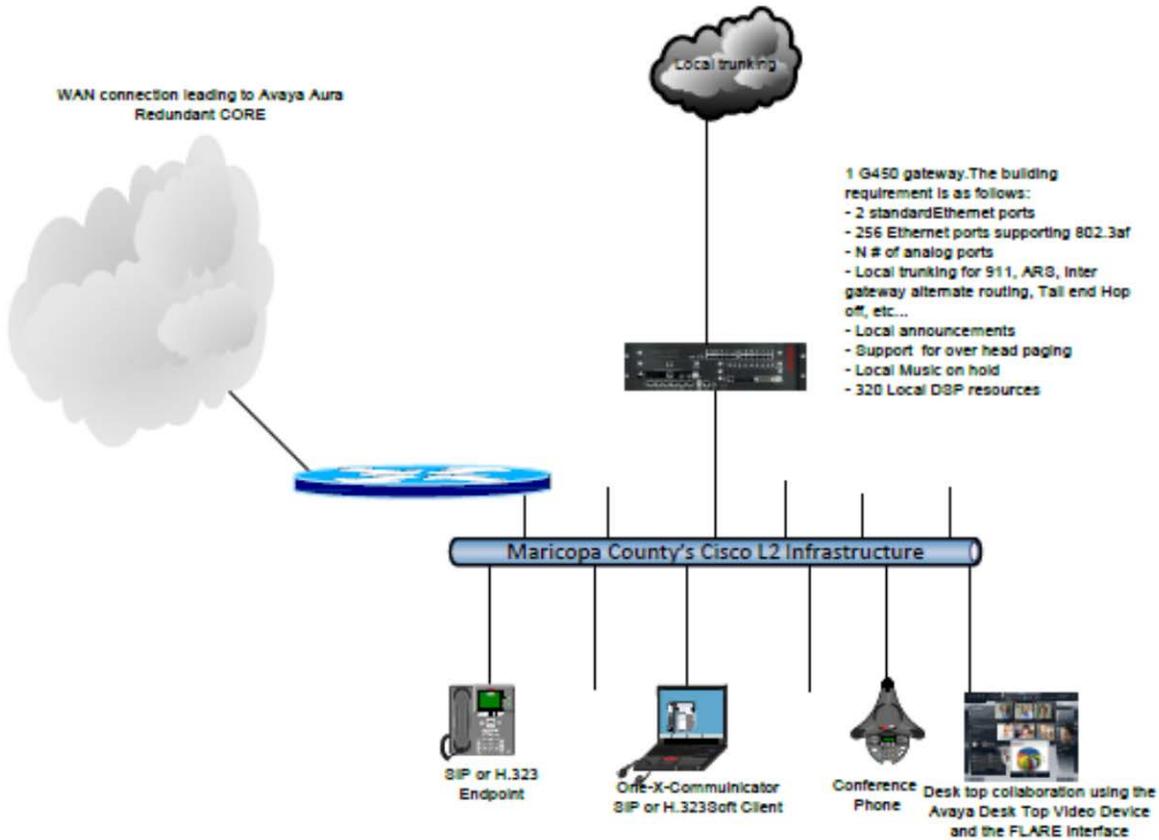
**EXHIBIT G**  
**NETWORK TOPOLOGY DIAGRAMS**

**ATTY Wells Fargo**



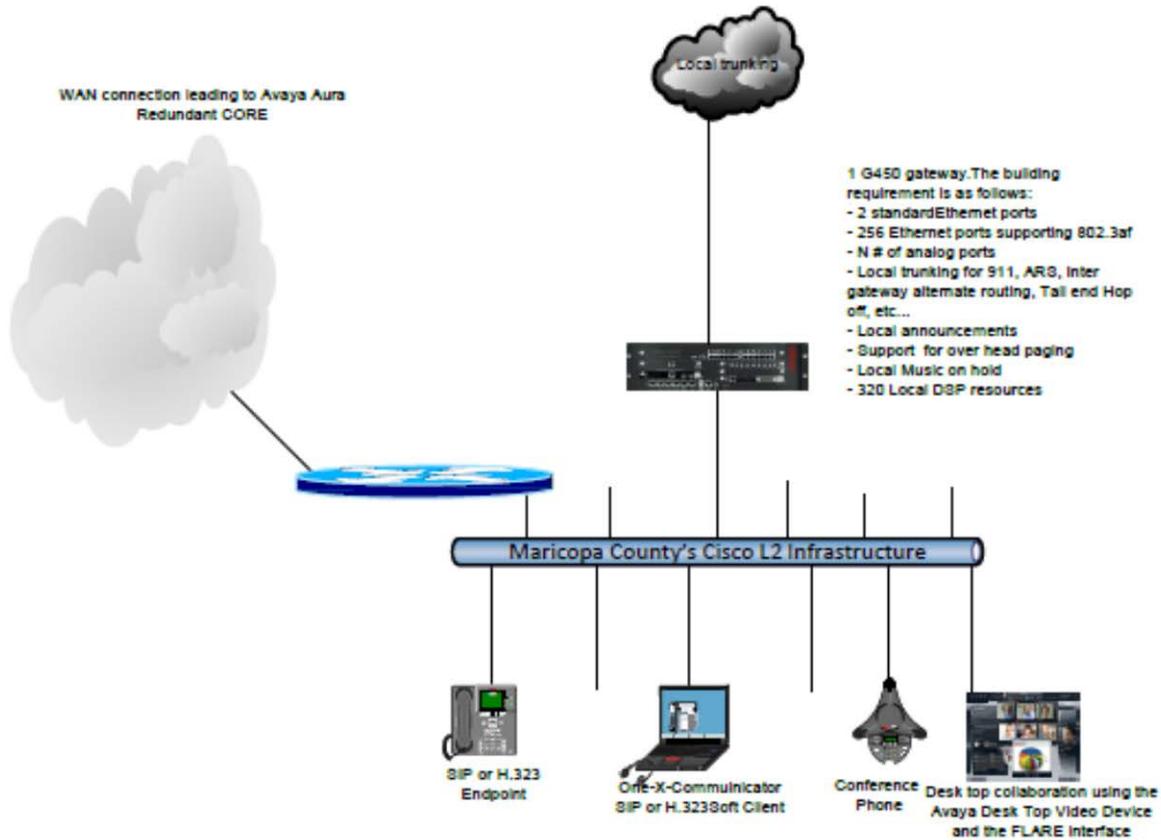
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Superior Court



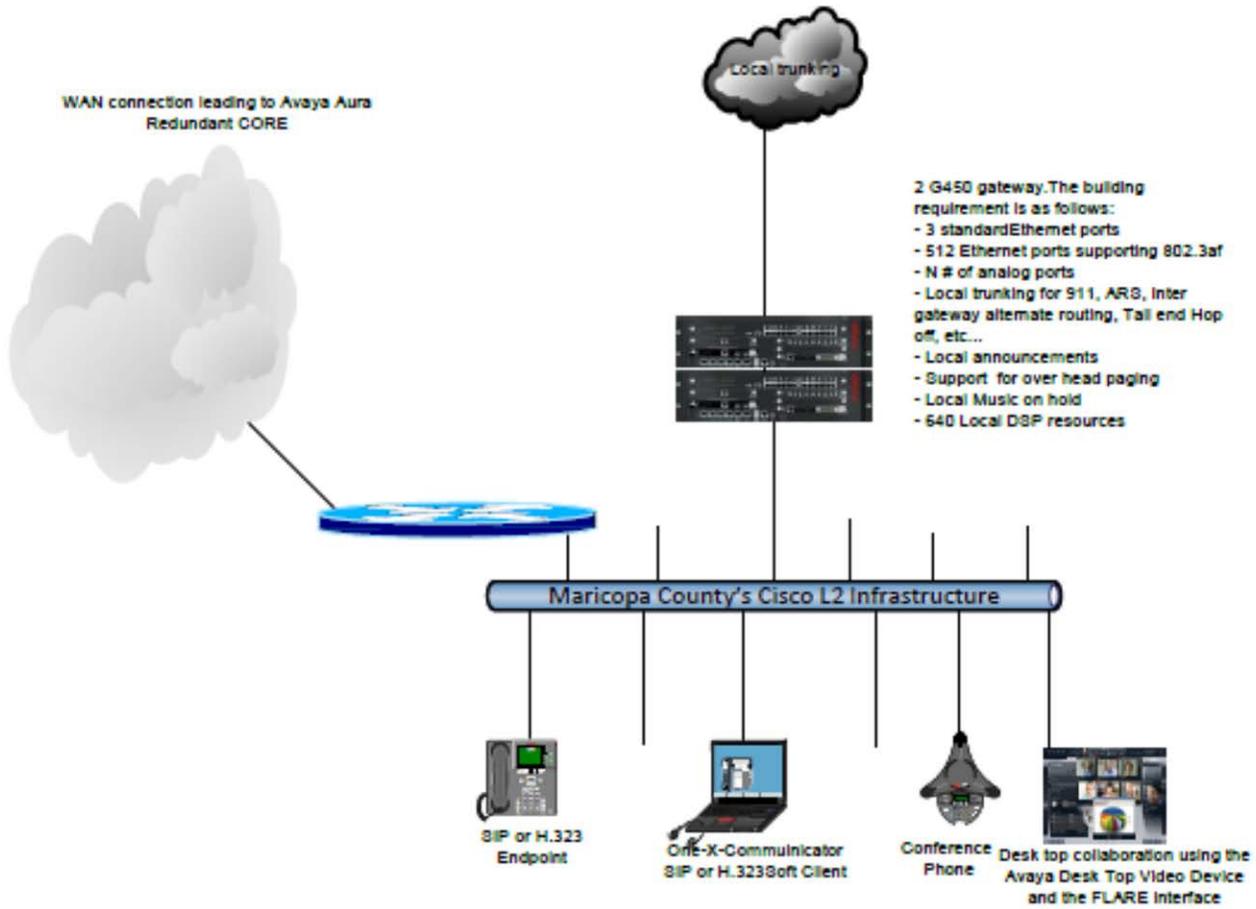
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

NW Court



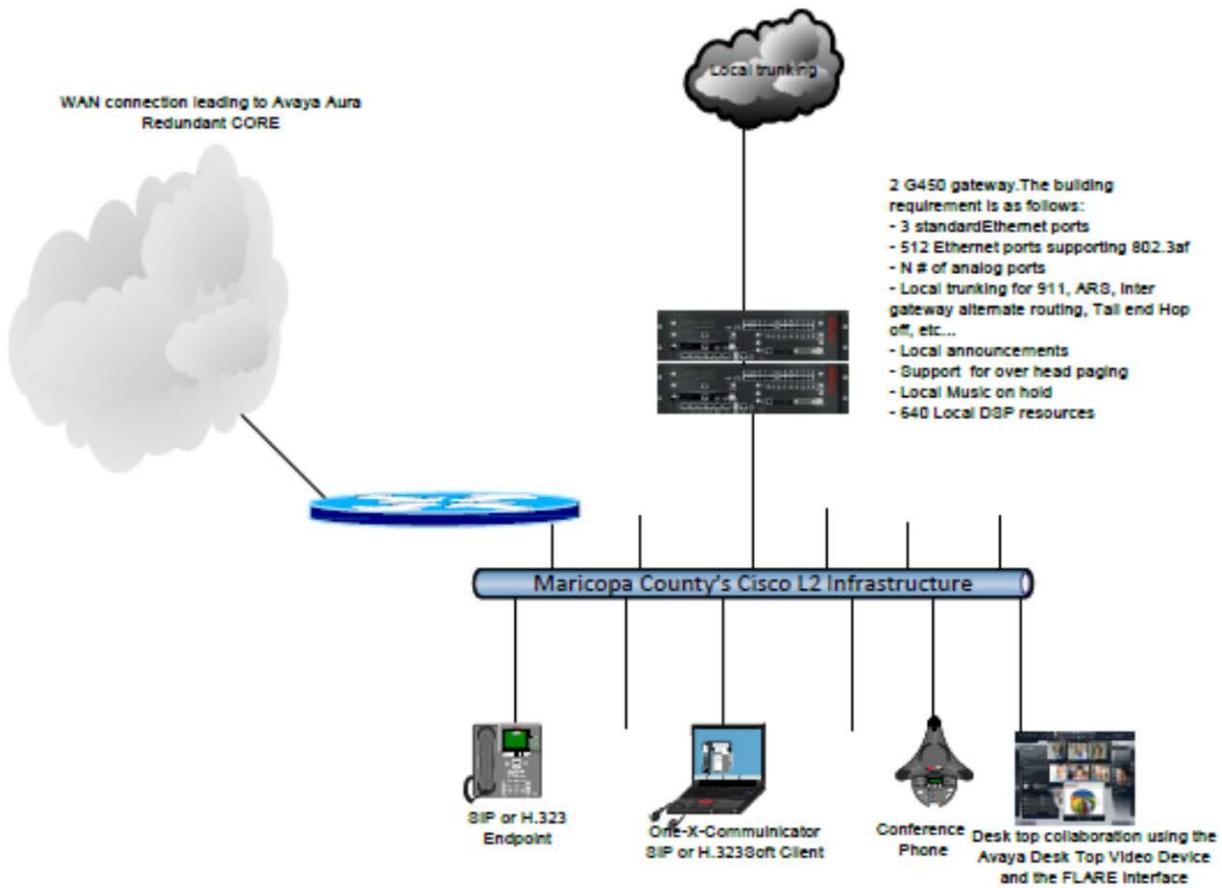
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## NE Court



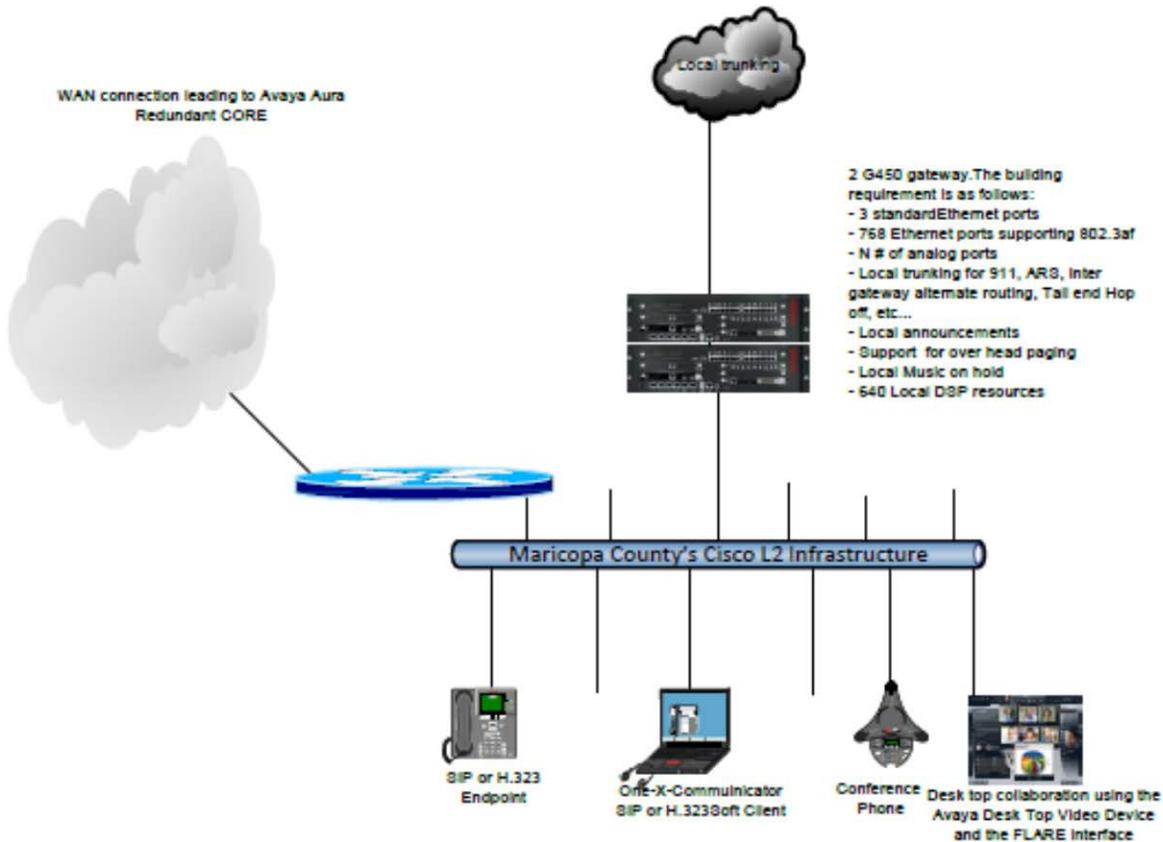
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Flood Control



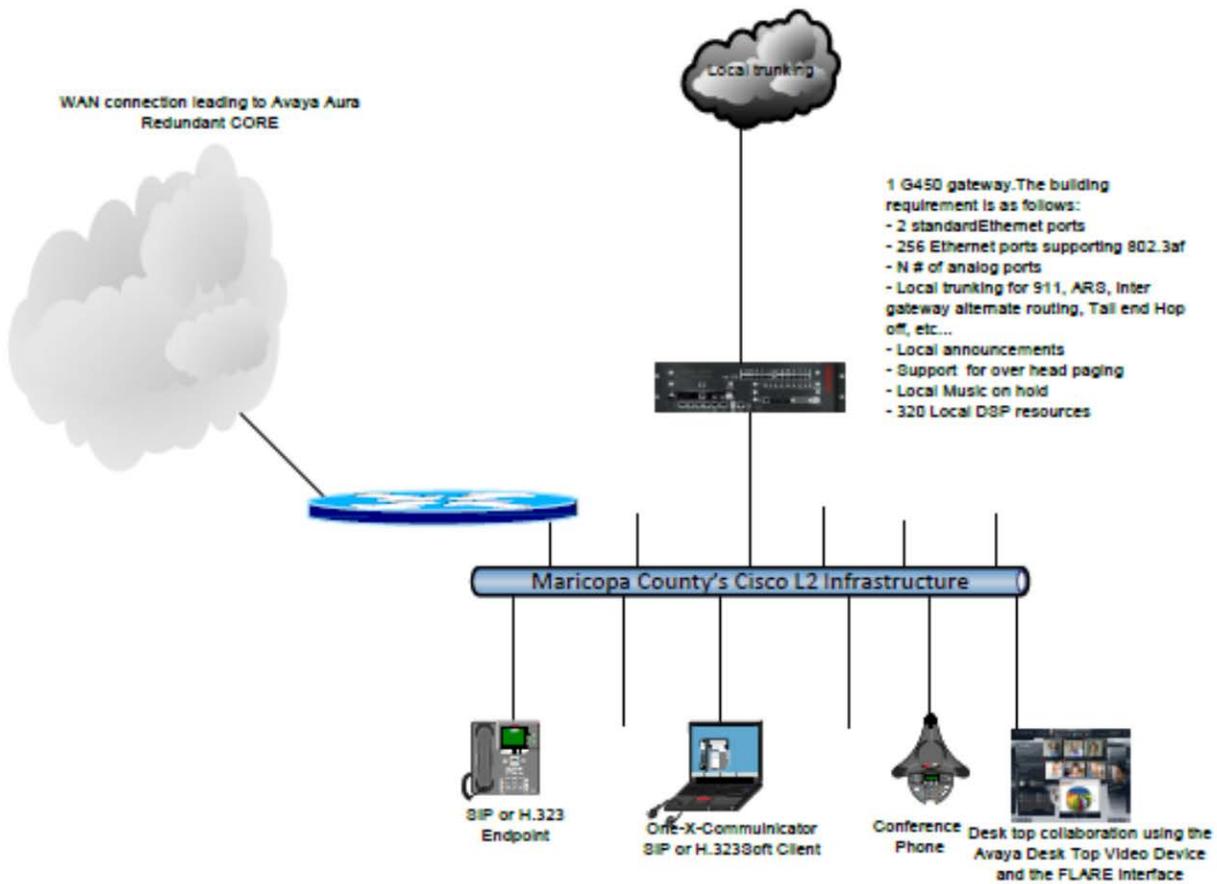
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

McDot



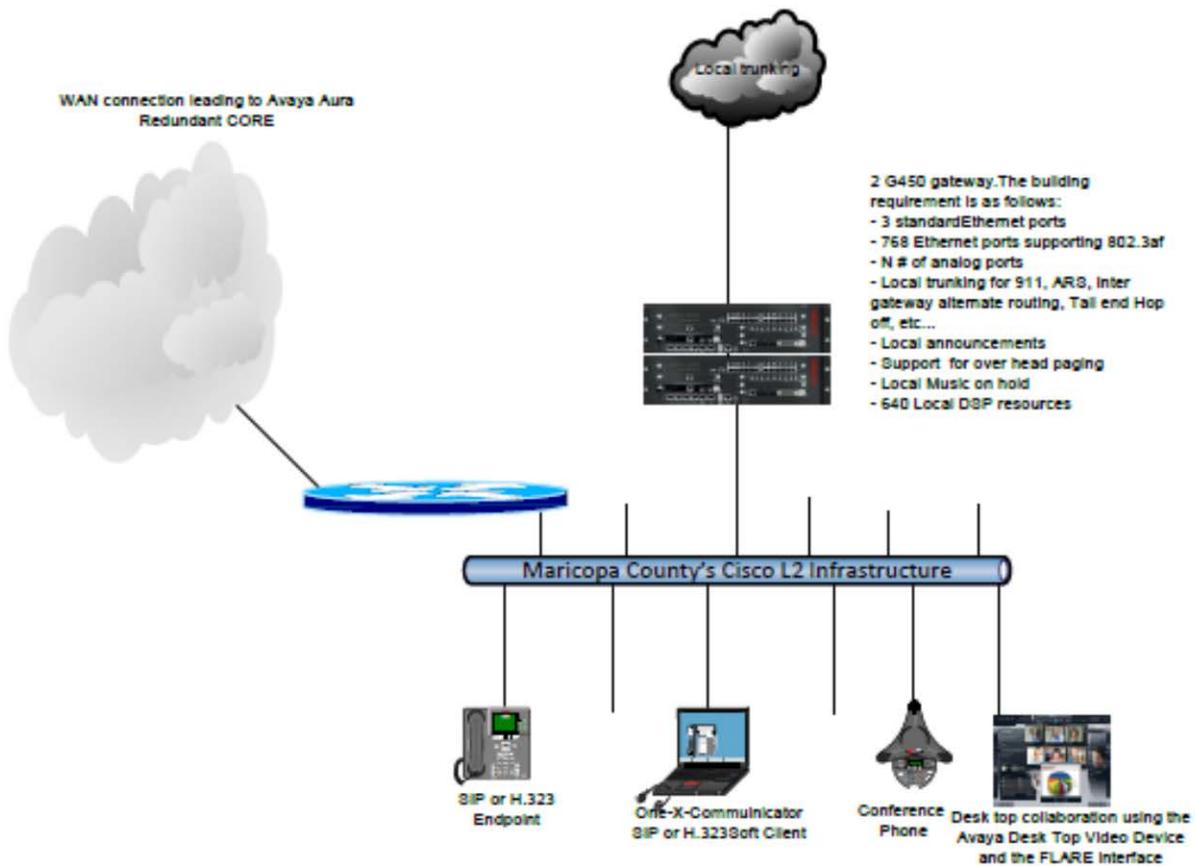
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## FMD Building



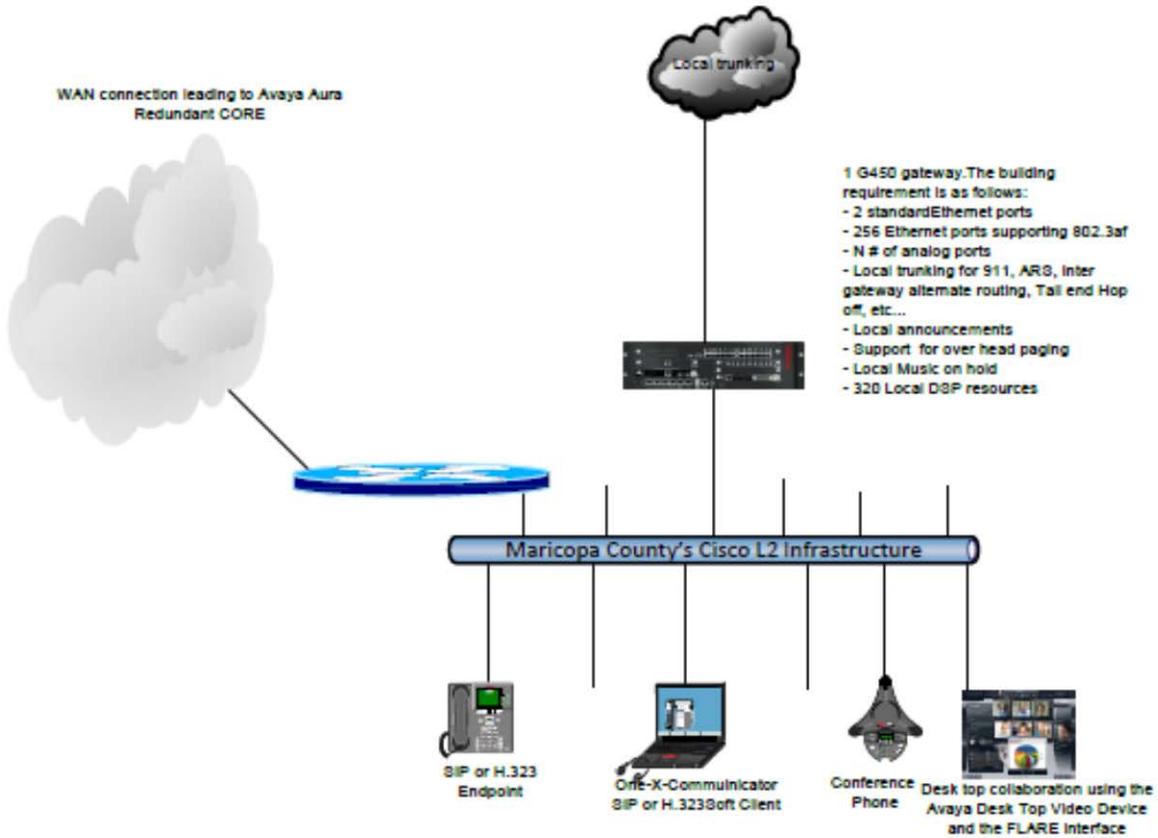
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Old Hwys Durwest



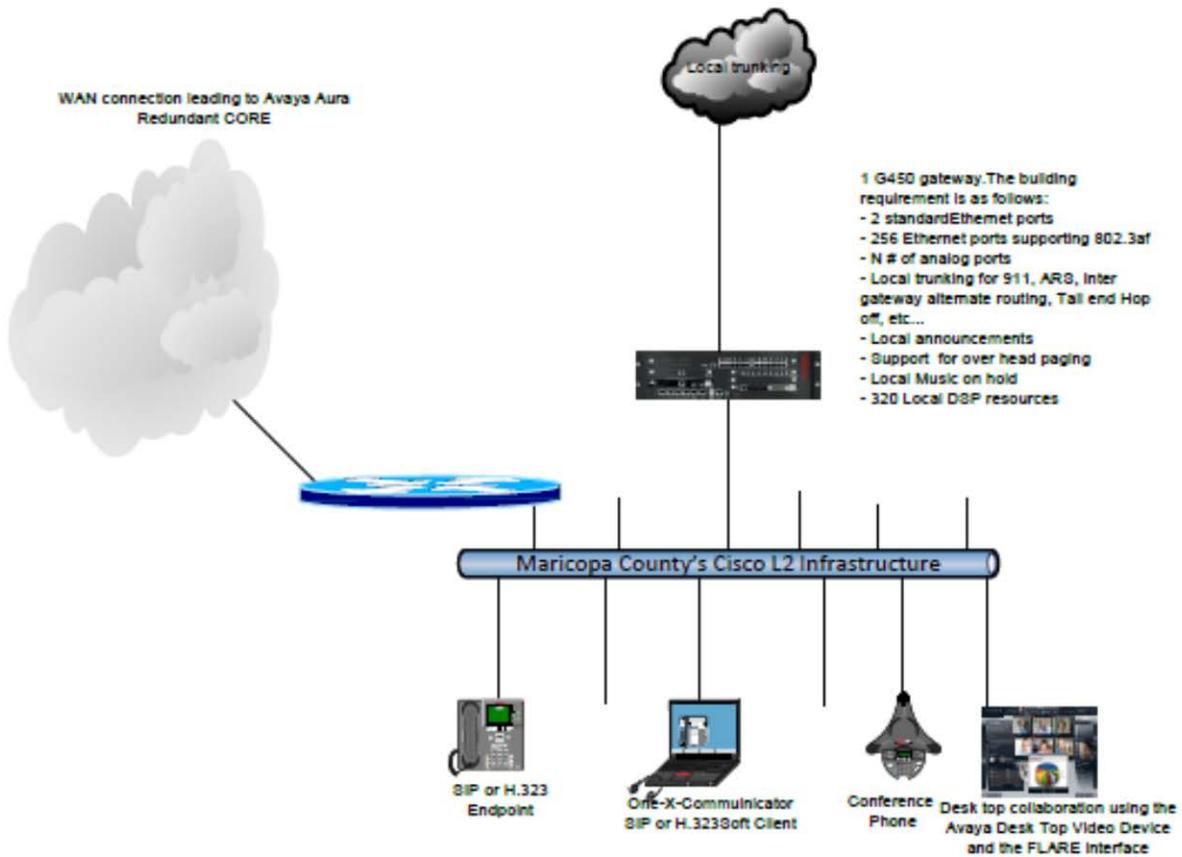
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WFD



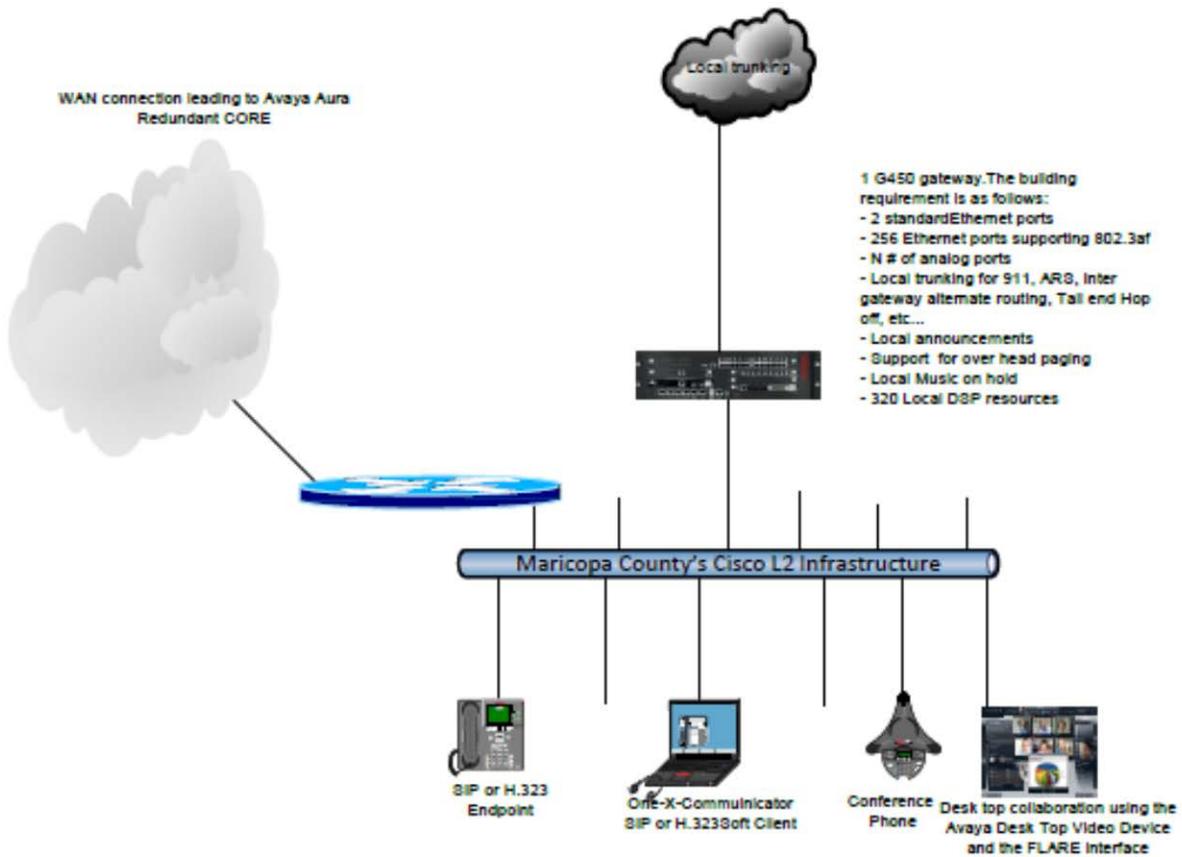
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

San Tan JC



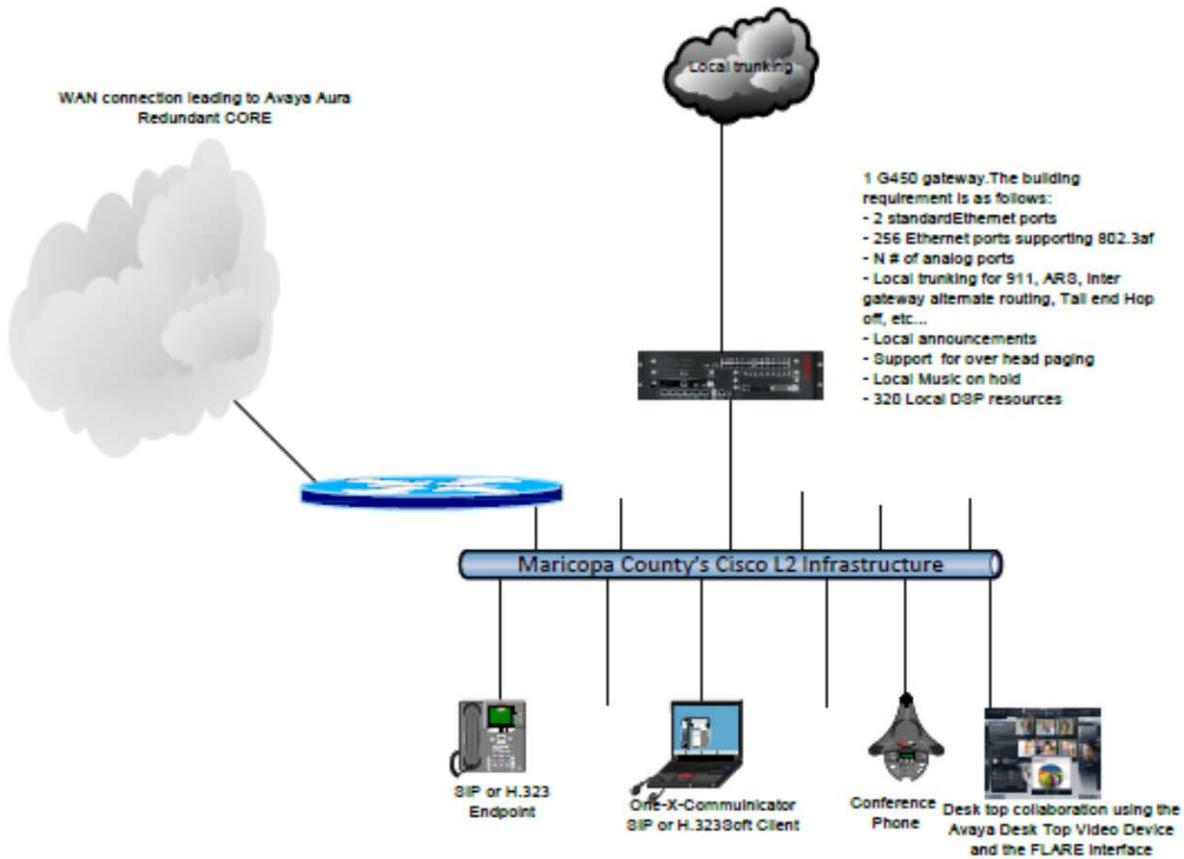
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## APO Mesa



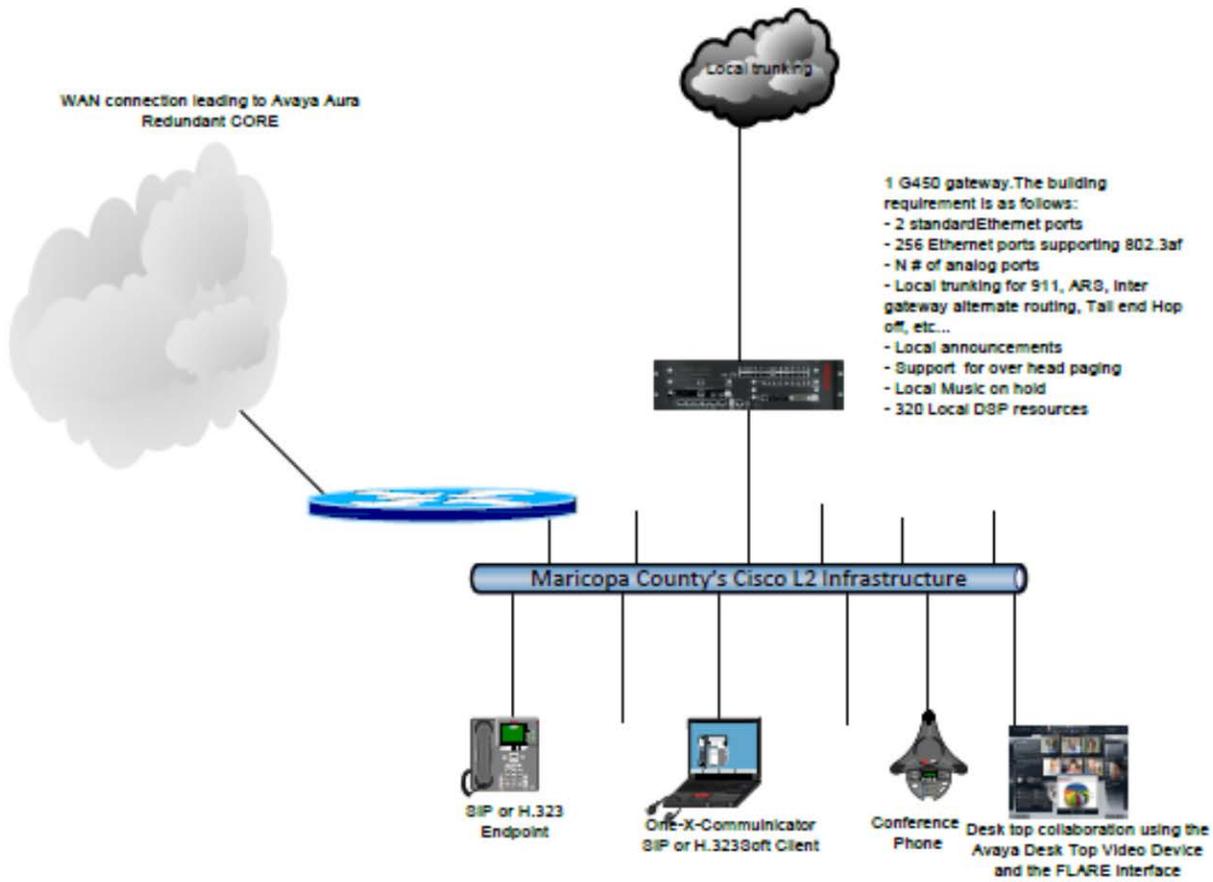
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Public Defender Mesa



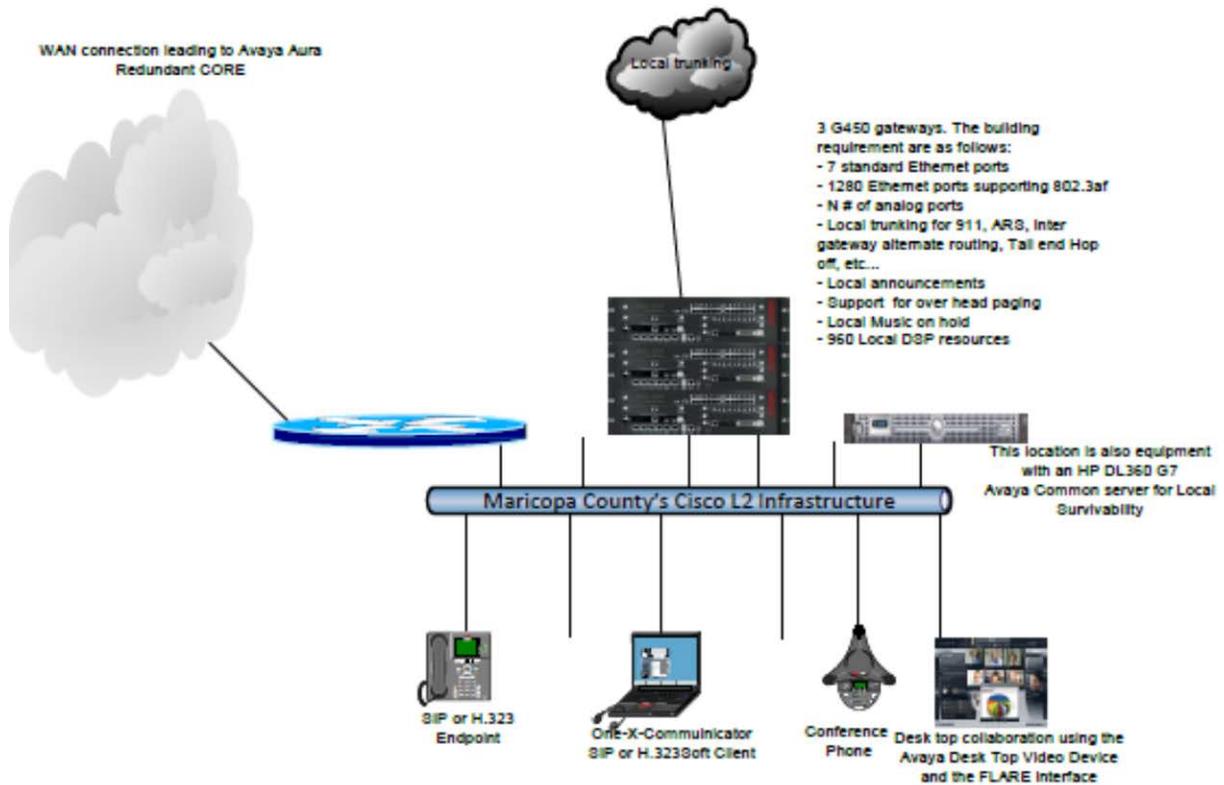
**EXHIBIT G**  
**NETWORK TOPOLOGY DIAGRAMS**

Mesa Building 2871



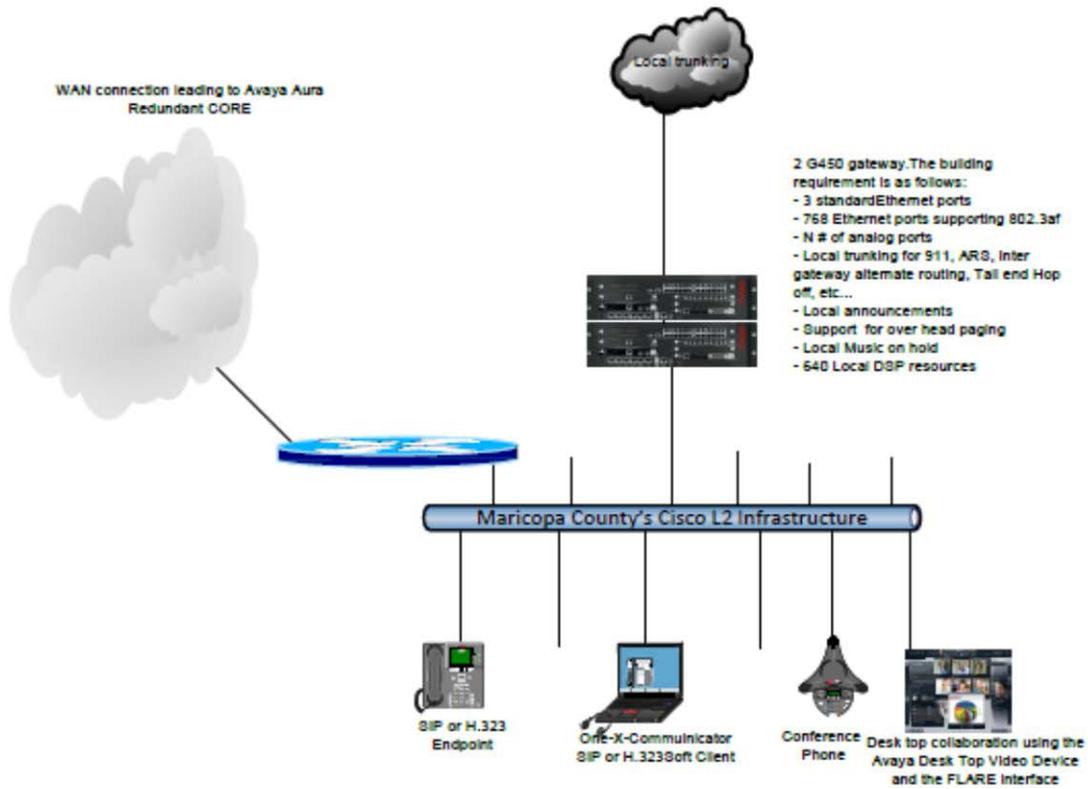
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Southeast Regional



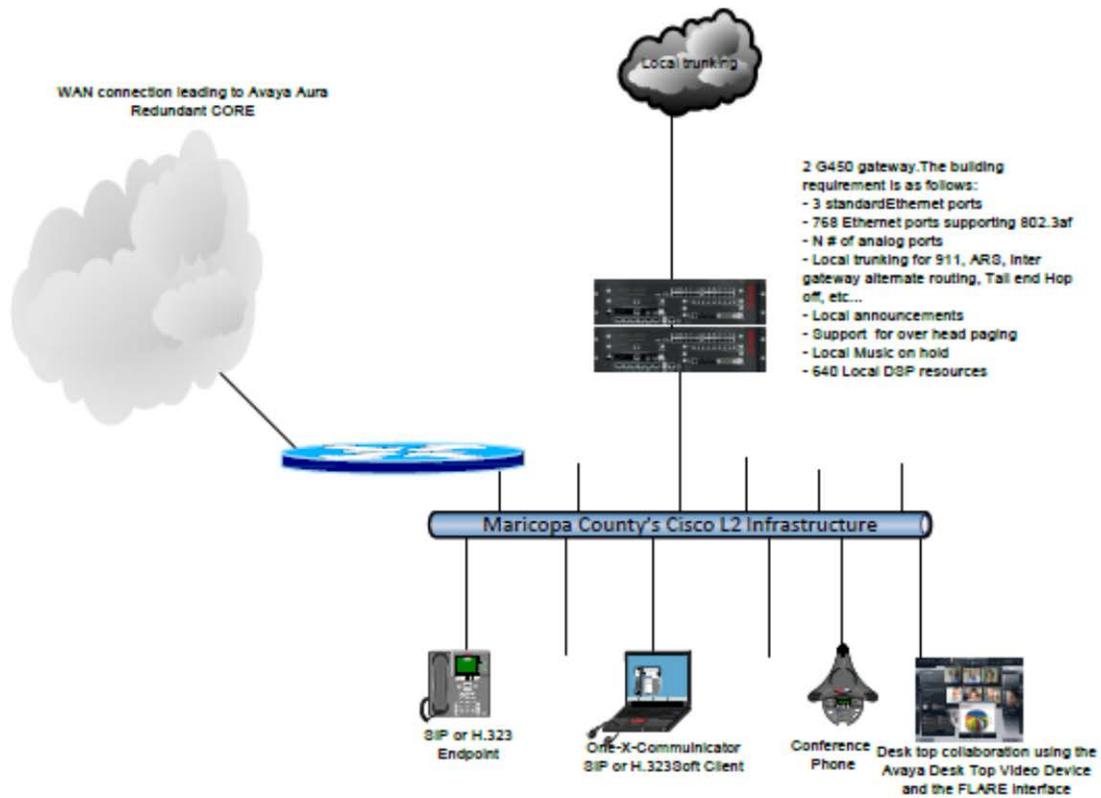
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

## Juvenile



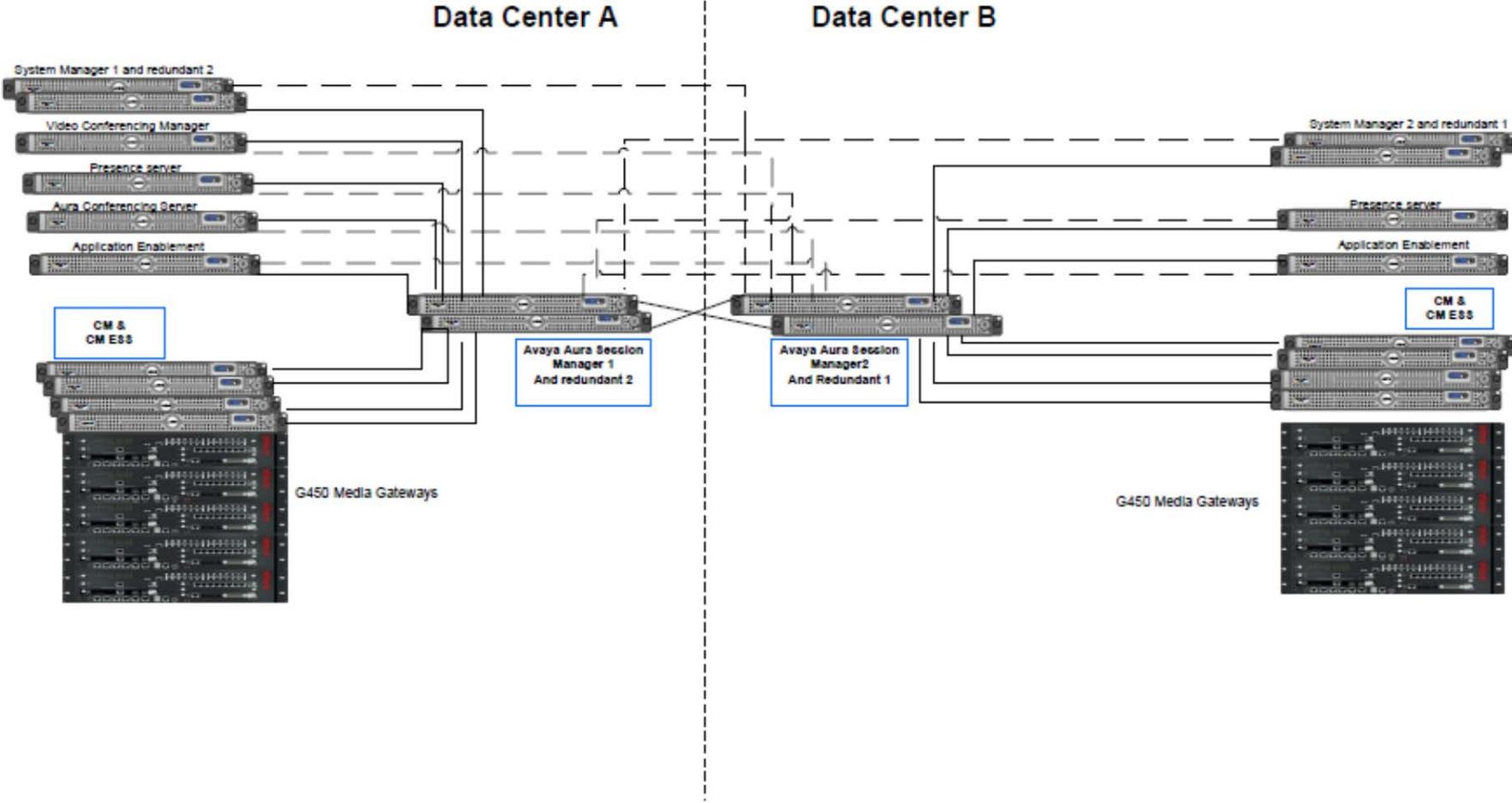
# EXHIBIT G NETWORK TOPOLOGY DIAGRAMS

Juvy/Admin Court





**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**



	Avaya Aura Session Manager 6.0

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**



**Avaya G450 Media Gateway with an Avaya S8300 Server**

Optional G450 Media Gateway Components	
<b>Processor</b>	PowerPC IBM750CXE CPU plus internal FLASH/RAM memory
<b>Memory</b>	128 Mbps RAM
<b>Chassis</b>	19" 3U, with 8 Media Module bays, Emergency Transfer Relay (supports up to 2 Emergency Transfer Panels), Contact Closure, 2 Ethernet WAN Ports, 2 Ethernet LAN Ports, 2 USB Ports, CF flash port for future use
<b>Motherboard</b>	Internal
<b>Riser Board</b>	Internal
<b>System Status</b>	LED Board
<b>Fans</b>	Field replaceable fan tray.
<b>VoIP Engine</b>	Support for up to 240 calls. Supported DSP modules are DSP 20 and DSP 80. The DSP modules can be mixed. The G450 can have 4 of the 80 DSP modules installed however the 4 <sup>th</sup> 80 DSP module would be redundant.
<b>Power Supply</b>	Supports up to two 400 watt power supplies. A single power supply supports a fully loaded chassis. A second optional power supply can provide redundant power.
<b>CLI and Ethernet access</b>	1 RJ-45 port console port and 1 RJ45 Ethernet Services port
<b>Switch</b>	Layer 2 switch features for G450 10/100/1000 P layer 2 Ethernet ports <ul style="list-style-type: none"> <li>- 802.1p/Q support with tagging, up to 8 concurrent VLANs</li> <li>- DiffServ support</li> <li>- Spanning Tree, Rapid Spanning Tree, Port Redundancy, and SMON Link Layer Discovery Protocol (LLDP, IEEE 802AB) to support SNMP network management.</li> </ul>

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

<b>Optional G450 Media Gateway Components</b>	
<b>Router</b>	Internal The MM340 has the following features: <ul style="list-style-type: none"> <li>- WAN protocols: PPP and Frame-Relay</li> <li>- Routing protocols: Static, RIP, OSPF, VRRP</li> <li>- Access list</li> <li>- Multiple priority queues</li> <li>- Latency limits for VoIP traffic</li> <li>- Random early discard</li> <li>- RTP header compression</li> <li>- Fragmentation reassembly</li> <li>- Policy-managed Access Control and QoS per interface</li> </ul>
<b>Call Classifiers</b>	802.1p and DiffServ support
<b>Announcement/Music on Hold Capability</b>	64 Integrated announcements are supported in the G450: <ul style="list-style-type: none"> <li>• 63 ports and up to 45 minutes of G.711 quality locally stored announcements, stored on the Media Gateway in non-volatile memory 63 playback and 1 record</li> </ul>
<b>Music on Hold Capability</b>	Up to 45 minutes of G.711 quality voice file for Music on Hold

The storage is shared in all cases for the gateways for music on hold, announcements or any combination of the two.

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

Optional G450 Media Gateway Components (continued)	
<p><b>MM710 T1/E1 Media Module</b></p>	<ul style="list-style-type: none"> <li>• A built-in CSU.</li> <li>• Both A-law for E1 and <math>\mu</math>-law for T1</li> <li>• Line Coding: AMI, ZCS, B8ZS for T1 and HDB3 for E1</li> <li>• Stratum 3 Clock compatibility</li> <li>• Trunk signaling for supporting US and International CO trunks, DID trunks and other trunks as currently in existence</li> <li>• Supports ISDN PRI</li> <li>• The T1/E1 Media Module supports the universal DS1 conforming to 1.544 Mbps T1 standard and 2.048 Mbps E1 standard</li> <li>• The T1 mode supports one framing bit followed by 24 eight-bit time slots each carrying a 64 Kbps DS0 channel, with 24<sup>th</sup> channel acting as the signaling channel</li> <li>• The E1 mode supports 32 eight-bit time slots in which the first time slot is used for framing, and maintenance and the 16<sup>th</sup> time slot is used for signaling</li> </ul> <p>The MM710 does not currently support fractional T1/E1. Fractional T1s/E1s require the use of a DSU, which is not currently available in the MM710. At this time, in order to obtain fractional T1/E1, the customer must have an external DSU.</p> <p>The integrated CSU in the MM710 does not support E1, only T1.</p> <p><i>NOTE: When ordering a T1/E1 Media Module it is important to include the 700A loop back plug Comcode 107988867 which will allow the customer to loop back the T1, including the inside wiring, without a dispatch.</i></p> <p><i>NOTE: If the T1/E1 is sold with an Avaya Service Agreement, the 700A loop back plug must be ordered and installed to save time and money on service calls</i></p>

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

Optional G450 Media Gateway Components (continued)	
<b>MM711 Analog Media Module</b>	<p>The MM 711 Analog Media Module supports eight analog interfaces allowing the connectivity of Loop Start, Ground Start, Analog DID, DIOD trunks, and 2-wire analog Outgoing CAMA E911 trunks (US only) for connectivity to the PSTN. As well, the Analog Combo Media Module allows connectivity of analog, tip/ring devices such as single line telephones, modems* or group 3 fax machines. Each port may be configured as either a trunk interface or a station interface.</p> <p><b>NOTE:</b> Original estimates for power consumption on the Avaya MM711 Analog Media Module have proven to be inadequate. As a result, the Avaya G700 Media Gateway can only support a finite number of MM711 Analog Media Modules in each gateway. If the number of media modules allowed per media gateway is exceeded, the electronic breaker in the G700 Media Gateway is tripped and the entire system will go down.</p> <p><b>NOTE:</b> The above statement remains the same for existing G700 Gateways comcode 700018534. However, with R1.3 of Avaya Communication Manager and the new G700 Gateway (May 2003) Comcode 700259898 there will no longer be such a limitation.</p> <p>*Analog modems can be supported through Analog Interface Modules (100A &amp; 200A) used with the 6416, 6424 and 2420 Digital Telephones.</p> <p>Analog modems are supported on the G700 MG only in very limited configurations. The only supported configuration is one in which the modem call stays within a single gateway. If the modem is connected to an MM711 Analog media module, and the call goes to either A) another modem on an MM711 Analog media module within the same gateway, or B) the PSTN through an analog, T1/E1 or BRI trunk on the same gateway, the call will succeed.</p> <p>If the modem is connected to an MM711 Analog media module, and the call goes to A) a modem or trunk on a different gateway or port network, B) an IP trunk, C) distributed network, the call will most likely fail. Modem calls are not supported even between gateways in a stacked configuration.</p> <p>Due to these constraints, modem use should in general be discouraged on a G700 Media Gateway. If the customer has a need for analog modems, then the system must be carefully engineered to keep the modem call local to a single gateway.</p> <p>Reminder this includes RMATS lines through DID service or in a distributed network. This is not supported nor recommended since if the links/trunks go down there would be no way to remotely troubleshoot the G700. It is always recommended that there be a dedicated POTS line with remote modem at each G700 location that requires remote troubleshooting access</p>

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

Optional G450 Media Gateway Components (continued)	
<b>MM714 Analog Media Module</b>	<p>The MM714 analog media module has the same basic features as the MM711, but provides four analog telephone ports and four analog trunk ports.</p> <p>Ports 1 to 4 are analog line ports; ports 5 to 8 are trunk ports. The administrator can configure ports 1 to 4 of the MM714 as follows:</p> <ul style="list-style-type: none"> <li>- MF signaling is supported for CAMA ports.</li> <li>- Analog, tip/ring devices such as single-line telephones with or without LED message waiting indication.</li> <li>- Type 1 and Type 2 Caller ID.</li> <li>- Ring voltage generation for a variety of international frequencies and cadences.</li> </ul> <p>The administrator can configure ports 5 to 8 of the MM714 as follows:</p> <ul style="list-style-type: none"> <li>- Central office trunk, either loop start or ground start.</li> <li>- Analog Direct Inward Dialing (DID) trunks, either wink start or immediate start.</li> <li>- 2-wire analog Outgoing CAMA E911 trunks for connectivity to the PSTN.</li> </ul> <p>The MM714 Analog Media Module also supports:</p> <ul style="list-style-type: none"> <li>- Three ringer loads, which is the ringer equivalency number for up to 2,000 feet (610 meters) for all eight ports</li> <li>- Up to 4 simultaneously-ringing ports</li> <li>- Type 1 caller ID and type 2 caller ID</li> <li>- Ring voltage for a variety of international frequencies and cadences</li> </ul> <p>A hard-wired ground wire is added for each IROB-to-earth ground</p>
<b>MM716 Analog Media Module</b>	<p>The MM716 provides 24 analog line ports supporting telephones, modem, and fax. The 24 ports are provided via a 25 pair RJ21X Amphenol connector, which can be connected by an Amphenol cable to a breakout box or punch down block. These ports can be configured as DID trunks with either wink start or immediate start.</p> <p>The MM716 provides you with the capability to configure any of the 24 ports as:</p> <ul style="list-style-type: none"> <li>- A wink start or an immediate start DID trunk</li> <li>- Analog tip/ring devices such as single-line telephones with or without LED message waiting indication</li> </ul> <p>The MM716 can only support wink and immediate start DID trunks (supported in Canada, Hong Kong, Israel, Philippines, Singapore, Taiwan and the U.S.) It can not however support loop or ground start trunks.</p>

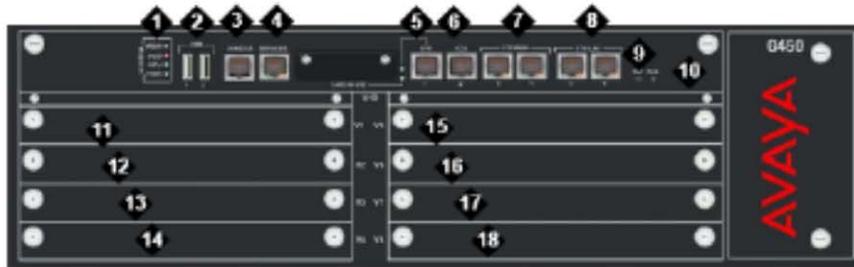
**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

Optional G450 Media Gateway Components (continued)	
<b>MM712 DCP Media Module</b>	<p>The MM 712 DCP Media Module allows connectivity of up to 8 two-wire DCP voice terminals. The Avaya S8300 Server/Avaya G450 Media Gateway will not support 4-Wire DCP telephones or data modules.</p> <p>An auxiliary Power supply to handle additional load demands that are placed upon the switch by adjuncts <u>may</u> be required. This will require desktop power, which will be ordered separately.</p>
<b>MM717 DCP Media Module</b>	<p>The MM717 DCP media module provides 24 DCP ports of two-wire DCP functionality exposed as a single 25-pair Amphenol connector. The DCP ports are exposed by connecting the module via a standard Amphenol cable to a breakdown box or punch-down block with RJ-45 jacks. The MM717 allows you to use one of the smaller media module slots for a large number of DCP telephones.</p>
<b>MM720 BRI International Media Module</b>	<p>The MM720 BRI media module provides eight ports with RJ-45 jacks that can be administered either as BRI trunk connections or BRI endpoint (telephone and data module) connections.</p> <p><b>Note:</b> The MM720 BRI media module cannot be administered to support both BRI trunks and BRI endpoints at the same time. Also, the MM720 BRI media module does not support combining both B-channels together to form a 128-kbps channel. Finally, if the MM720 BRI Media Module is administered to support BRI endpoints, it can not be used as a clock synchronization source.</p> <p>For BRI trunking, the MM720 BRI media module supports up to eight BRI interfaces to the central office at the ISDN TE reference point. Information is communicated in two ways:</p> <ul style="list-style-type: none"> <li>• Over two 64-kbps channels, called B1 and B2, that can be circuit-switched simultaneously</li> <li>• Over a 16-kbps channel, called the D-channel, that is used for signaling. The MM720 occupies one time slot for all eight D channels</li> </ul> <p>The circuit-switched connections have an A- or Mu-law option for voice operation. The circuit-switched connections operate as 64-kbps clear channels when in the data mode.</p> <p>For BRI endpoints, the MM720 BRI media module supports up to 16 BRI stations and data modules that conform to AT&amp;T BRI, World Class BRI, and National ISDN NI1/NI2 BRI standards. The MM720 BRI media module provides -40 volt phantom power to the BRI endpoints.</p>

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

<b>Optional G450 Media Gateway Components (continued)</b>	
<b>MM722 BRI Media Module</b>	<p>The MM722 BRI media module provides two 4-wire S/T ISDN BRI (Basic Rate Interface) 2B+D access ports with RJ-45 jacks. Each port interfaces to the central office at the ISDN T reference point. Information is communicated via 2 64 Kb/s channels known as B1 and B2 and over a 16Kb/s channel called the D channel. The D channel is used for signaling. Channel B1 and B2 can be circuit switched simultaneously. The D channels are circuit switched from the PPE to the NCE through concentration highway B and then routed to the TDM bus occupying 1 timeslot for all 8 D channels. The circuit switched connections have a <math>\mu</math>-law or A-law option for voice operation, and operate as 64Kb/s clear channels when in the data mode. Although it may be desirable to switch both B channels together as a 128 Kb/s wide-band channel, the S/T interface transceiver does not support this. Both B channels may be circuit switched at the same time, but they are separate channels and no byte-ordering relationship between them is guaranteed. This Media Module does not support wide-band channels.</p> <p>NOTE: The BRI Media Modules do not support BRI Stations, only BRI trunks.</p>
<b>MM340 T1/E1 Media Module</b>	<p>The Avaya MM340 Media Module provides one WAN access port for the connection of an E1 or T1 data WAN. The MM340 may be deployed as an interface to an IP-routed private enterprise network or as an interface to an Internet service provider.</p>
<b>MM342 USP Media Module</b>	<p>The MM342 media module provides one USP WAN access port. MM342 supports the following WAN protocols:</p> <ul style="list-style-type: none"> <li>- EIA530</li> <li>- V.35/ RS449</li> <li>- X.21</li> </ul> <p>NOTE: The cables are not supplied.</p>
<b>IA770 Intuity Audix® Messaging Application</b>	<p>The Intuity Audix® Messaging Application (IA770), embedded on the Avaya S8300 Server, delivers voice, fax and email in order to enhance and simplify the communications and the exchange of information within both small enterprises, as well as small locations of large enterprises to make them more successful. The IA770 uses the Linux operating system, making it consistent with the operating system of the Media Gateway.</p>

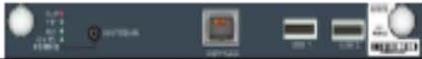
**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**



- |   |                                     |    |   |
|---|-------------------------------------|----|---|
| 1 | System LEDs                         | 10 | ASB button  |
| 2 | USB ports                           | 11 | V1 - Slot for standard media module or S8300 server |
| 3 | Console port                        | 12 | V2 - Standard media module slot                     |
| 4 | Services port                       | 13 | V3 - Standard media module slot                     |
| 5 | ETR (Emergency Transfer Relay) port | 14 | V4 - Standard media module slot                     |
| 6 | CCA (Contact Closure Adjunct) port  | 15 | V5 - Standard media module slot                     |
| 7 | ETH WAN ports                       | 16 | V6 - Standard media module slot                     |
| 8 | ETH LAN ports                       | 17 | V7 - Standard media module slot                     |
| 9 | RST button                          | 18 | V8 - Standard media module slot                     |



**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

<b>G450 SLOT ASSIGNMENTS</b>		
<b>Media Module</b>	<b>Permitted Slots</b>	<b>Description</b>
MM720 8 – ISDN BRI Trunk Ports	V1 through V8	
MM722 2 – ISDN BRI Trunk Ports	V1 through V8	
Avaya S8300 Server LSP Survivability	V1	

**NOTES:**

There are no limitations for the voice media modules. Example the G450 could house up to 8 MM716 192 analog endpoints or 8 T1/E1 modules. The only exception is that the timeslot maximum is 206 two way timeslots limiting the number two way E1 channels.

Maximum of three of the following WAN media modules in any combination: MM340 or MM342

## **EXHIBIT H**

### **SYSTEM ARCHITECTURE DIAGRAMS**

#### **SLS (Standard Local Survivability)**

Standard Local Survivability (SLS) provides a local G450 with a limited subset of MGC functionality when there is no IP-routed WAN link available to an MGC, or no MGC is available. SLS is not a replacement for ELS or LSP survivability, which offer full call-feature functionality and full translations in the survivable mode. Instead, SLS is a cost-effective survivability alternative offering limited call processing in survivable mode. Although the G450 has an option to host an Avaya S8300 Server in ICC or LSP mode, SLS offers both local survivability and call control.

In contrast to the server-based survivability features, SLS operates entirely from the media gateway and requires a data set comprised of Avaya Communication Manager translations (Survivable ARS analysis and configuration data). This data set is compiled and distributed to a group of devices using the Provisioning and Installation Manager (PIM). In the absence of PIM, the data set can be configured manually from individual media gateways using CLI commands.

#### **SLS service**

- Call capability for analog, DCP, and IP phones
- ISDN BRI/PRI trunk interfaces supported on the G450 gateway
- Non-ISDN digital DS1 trunk interfaces supported on the G450 gateway
- Outbound dialing through the local PSTN (local trunk gateway) from analog, DCP, and IP phones
- Inbound calls from each trunk to pre-configured local analog or IP phones that have registered
- Direct Inward Dialing
- Multiple call appearances
- Hold and Call Transfer functions
- Contact closure feature
- Local call progress tones (dial tone, busy, etc.)
- Emergency Transfer Relay (ETR) in cases of power loss
- Auto fallback to primary MGC
- IP station registration

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

**Avaya phones supported in SLS**

<b>Analog</b>	<b>DCP</b>	<b>IP</b>
2500	2402	4601
	2410	4602
	2420	4602sw
	6402	4610sw
	6402D	4612
	6408 (default)	4620
	6408+	4620sw
	6408D	4621
	6408D+	4622
	6416D+	4624
	6424D+	4625
	8403B	
	8405B	
	8405B+	
	8405D	
	8405D+	
	8410B	
	8410D	
	8411B	
	8411D	
	8434D	

The new Avaya 16xx and 96xx IP phone families are not directly referenced in the G250/G350/G450 CLI. When you administer these phones via the CLI, use the following mapping: 9600 endpoints are not supported in SLS mode

<b>Model name</b>	<b>CLI interface name</b>
1603	4610
1608	4610
1616	4620
9610	4606
9620	4610
9630	4620
9640	4620
9650	4620

## **EXHIBIT H**

### **SYSTEM ARCHITECTURE DIAGRAMS**

#### **Call processing in SLS mode**

In survivable mode, SLS provides only a limited subset of Avaya Communication Manager call processing functionality:

- Limited call routing through a Survivable ARS Analysis Table (in the PIM application or through the CLI) and COR calling permissions.
- Inbound calls are directed in one of three ways:
  - Using the **Incoming-Routing** form.
  - Using the **Set Incoming-Destination** on the **Trunk group** form, which enables mapping to a given station.
  - Inbound calls are directed to a previously-administered pool of available stations (the **Survivable Trunk Dest?** field is y on the **Station** form). The search algorithm is circular so that the incoming calls are fairly distributed.

**Important:**

SLS permits 911 calls, but the specific location information is not transmitted to the Public Service Answering Point (PSAP) but only the general trunk-identifying information. Emergency personnel will have a general location associated with the trunk (for example, a building address), but nothing more specific like the room or office number. Also, if a 911 call disconnects for any reason, emergency personnel cannot reliably call the originator back.

A small business office's address is sufficient from the perspective of emergency routing.

- Communication Manager Feature Access Codes for ARS, Contact Closure, and Hold
- Acts as an H.323 Gatekeeper that enables IP endpoints to register simultaneously
- Direct Inward Dialing
- Multiple call appearances
- Hold and Call Transfer functions
- Contact closure feature
- Call Detail Recording
- Trunk Access Code (TAC) dialing
- Non-ISDN DS1 trunks (with in-band signaling)
- ISDN PRI/BRI trunks:
  - T1 robbed-bit: all 24 channels serve as trunks without full 64kbps transmission
  - E1 CAS: all 31 channels serve as trunks with full 64kbps transmission
- Centrex features

## **EXHIBIT H**

### **SYSTEM ARCHITECTURE DIAGRAMS**

#### **Call processing not supported by SLS**

- Many small business customers employ custom calling features like call waiting from the BOC/LEC, attempting a more PBX-like capability. These features are not supported by SLS.
- Non-ISDN signaling:
  - DMI BOS signaling for T1 and E1
  - R2-MFC signaling for E1
- Calling party name/number information to digital station displays
- Caller ID on outgoing analog station calls
- Caller ID on incoming analog loop-start trunk calls
- 3-party conferences
- Last Number Redial
- Call Forwarding-Busy/Don't Answer
- No Music On Hold source or announcement playback
- Call Center features, including ASAI
- Connection Preserving Failover/Failback for H.248 Gateways

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

Server	Type	Usage	Number of H.248 Gateways Supported	Number of LSPs Supported
Avaya S8300C Server*	Media module	ECC**	50	49
Avaya S8400 Server	External	ECC	5	5
Avaya S8500 Server	External	ECC	250	250
Avaya S8700 Server	External	ECC	250	250

\*Cannot be installed internally in the G150.

\*\*Only supports G450, G350 and G250 gateways.

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

<b>G450 Dimensions</b>	
Width	19.0 in. (48.26 cm)
Height	5.25 in. (13.33 cm)
Depth	18.0 in. (45.72 cm)
Weight	30.86 lbs. (14.0 kg)

<b>Environmental Specifications</b>	
BTUs	1320
Ambient working temperature	32 to 104 deg Fahrenheit 0 to 40 deg Celsius
Operating Humidity	10 to 90% relative humidity, non-condensing
Operating Altitude	up to 10,000 feet or 3,000 meters
Minimum clearance for system cooling	Front 12 in. (30 cm) Rear 18 in. (45 cm) Consistent with EIA 464 data rack standards

<b>G450 Amperage Information</b>	
Voltage	100-240 VAC
Receptacle	IEC-320 (Any local cable can be attached)
Circuit Breaker	15 amp
Pole	1
Amp Draw	5.3 Amps at 100V 2.12 Amps at 240V

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

**G450 Material Codes and Descriptions**

**Media Gateway**

Material Code	Description
700407802	G450-MP80 G450 chassis/80 channels daughterboard /1PSU
700432487	G450-MP20 G450 chassis/20 channels daughterboard /1PSU
700432503	MP80-80 Channels DSP daughterboard
700432511	MP20-20 Channels DSP daughterboard
700432539	PSU4504-G450 PSU 400W AC

**Telephony Media Modules**

Material Code	Description
700394661	MM711 - Analog Media Module RoHS
700395221	MM714 - 4+4 Analog Media Module
700394703	MM716 - 24 port high density Analog Media Module
700394414	MM312 - 24 port high density DCP Media Module
700394745	MM712 - 8 DCP Media Module
700394711	MM717 - 24 DCP Media Module
700439250	MM710B - T1/E1 Media Module
700394752	MM720 - 8 port BRI Media Module
700395239	MM722 - 2 port BRI Media Module

**WAN Modules**

Material Code	Description
700397128	MM340 - 1 T1/E1 port WAN Routing Media Module RoHS
700281710	MM342 - 1 USP port (supporting V.35/X.21) WAN Routing Media Module
700397136	MM342 - 1 USP port (supporting V.35/X.21) WAN Routing Media Module RoHS

**Software Licenses**

Material Code	Description
207651	CM5 G450 LSP W/ENTERPRISE ED SFTW LIC
207652	CM5 G450 LSP W/O ENTERPRISE ED SFTW LIC
207650	CM5 S8300 w/G450 SFT LIC

**EXHIBIT H**  
**SYSTEM ARCHITECTURE DIAGRAMS**

**VPN License**

Material Code	Description
207158	G450 VPN Software License

**Modem**

Material Code	Description
700405020	S8300 MultiTech USB Modem (Linux Server Modem)

**Power Cords**

Material Code	Description
405362641	US Power Cord
407786623	European Power Cord
407786599	UK Power Cord
407786631	Australian Power Cord
407790591	India Power Cord
408161453	Argentina Power Cord

**Contact Closure Adjunct**

Material Code	Description
107881435	PAR ACS Contact Closure

**Emergency Transfer Relay**

Material Code	Description
700394992	Emergency Transfer Panel RHS

**Serial Cables**

Material Code	Description
700247596	Serial Cable Serial DTE X.21
700247588	Serial Cable Serial DTE V.35

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**EXHIBIT I**  
**SOFTWARE AND LICENSE LIST**

***Avaya Response:***

Comply. Avaya provides a list of software and licenses below.

Please also refer to Exhibit C, Schedule A

The list below represents products proposed and the software licenses associated with these products can be located at:

<http://support.avaya.com/licenseinfo>

<http://support.avaya.com/Copyright>

Licensing (Right to use) for the SL-100

***Avaya Response:***

Avaya holds ownership of perpetual license to the Right to Use, which is transferred to Maricopa County as their contracted and licensed Perpetual Right to Use. While Avaya is transitioning the dated SL-100 product out of the market, ending sale or support does not impact their right to use the software. In the unlikely event that Avaya was to sell this particular asset, it should not impact the County's contractual right to use.

Licenses provided under this Agreement are for a perpetual duration, unless (i) otherwise specified in the order or (ii) the license is provided as part of a service or subscription, in which case the license grant will be limited to the duration specified on the order or in the service or subscription documentation.

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Video Conferencing Solution:

Avaya IP Softphone R 5.2 + Avaya Integrator for Polycom Video R 2.0:

- Integrated with Avaya Communication Manager as gatekeeper
- Supports hold, transfer, and coverage via Communication Manager
- Supports IP Softphone, VSX, and MGC
- Supports send only and receive only for video, as well as video mute
- Supports USB Web Cams

PC Specifications for Support of IP Softphone with Video:

Operating System Support:

- Windows 2000, Service Pack 3 or higher
- Windows XP, Service Pack 1 or

Avaya Aura® Communication Manager:

**EXHIBIT I**  
**SOFTWARE AND LICENSE LIST**

Operating System Enterprise Linux 5.3

Avaya one-X® Communicator:

Operating Systems - Support for one-X® Communicator for Mac OS 1.0:

- Avaya Aura® Session Manager 6 / Communication Manager 6 / System Manager 6
- SIP Enablement Server 5.2.1 / Communications Manager 5.2.1

Other Technical Specifications for Mac OS:

- Mac OS X (Leopard 10.5.X or Snow Leopard 10.6.X)
- Intel Processor 1.6 GHz or greater
- 1 GB of RAM
- 1 GB available disk space

Operating Systems – Support for one-X® Communicator 1.0 and 5.2 for Windows

32 bit:

- Microsoft Windows XP, with SP2 or higher; both Home and Professional Edition
- Microsoft Vista, with SP2 or higher; both Enterprise and Ultimate Edition

Operating Systems – Support for one-X® Communicator 5.2 only

32bit:

- Microsoft Vista, with SP2 or higher; Business Edition
- Microsoft Windows 7; Enterprise, Ultimate and Professional Edition

64 bit:

- Microsoft Windows XP, with SP2 or higher; both Home and Professional Edition
- Microsoft Vista, with SP2 or higher; both Enterprise, Ultimate and Business Edition
- Microsoft Windows 7; Enterprise, Ultimate and Professional Edition

Other – Support for one-X® Communicator 1.0 and 5.2:

- Citrix Xenapps 4.5
- Microsoft OCS 2007 R2

Avaya one-X® Portal:

Client Desktop

PC:

- Pentium III 800mhz or better
- 512M RAM
- 1.5 GB of free disk space
- Keyboard, mouse, microphone, speaker and sound card
- 10Mbps NIC or better
- Microsoft XP SP2 or greater, or Microsoft Vista 32 & 64 bit with Microsoft Internet Explorer 6.0 or greater, or Mozilla Firefox 2 or 3
- Red Hat Enterprise Linux Desktop 4, update 4, 32 bit using Mozilla Firefox 2 or 3

**EXHIBIT I**  
**SOFTWARE AND LICENSE LIST**

- Microsoft Windows 7

Mac:

- 1.33 GHz CPU
- 512 RAM
- MAC OS 10.5 or later with Safari 3.1, 3.2 or 4.0 using Mozilla Firefox 2 or 3

one-X® Portal Server:

- Two quad core processors with a speed of 1.86 GHz for Portal 1.1, and 2.66 for 5.2 or better CPU
- 6 GB RAM
- 40 GB hard drive, 10 GB free space in /tmp and 21 GB free in /
- 100Mbps/1 GB network card
- DVD/CD combination optical drive
- Red Hat Enterprise Linux 5 (32-bit only)

Avaya one-X® Mobile:

one-X® Mobile supports a broad range of devices, including:

- Palm, RIM
- Java
- iPhone
- Symbian
- Window Mobile 5 & 6 environments

Avaya Aura® Agile Communications Environment (ACE):

Avaya ACE™ base software is supported on Red Hat Linux O/S 64 bit or Windows 2008 R2 O/S 64 bit

Application Integration Engine - Windows 2003 R2 OS with Service Pack 2 or higher

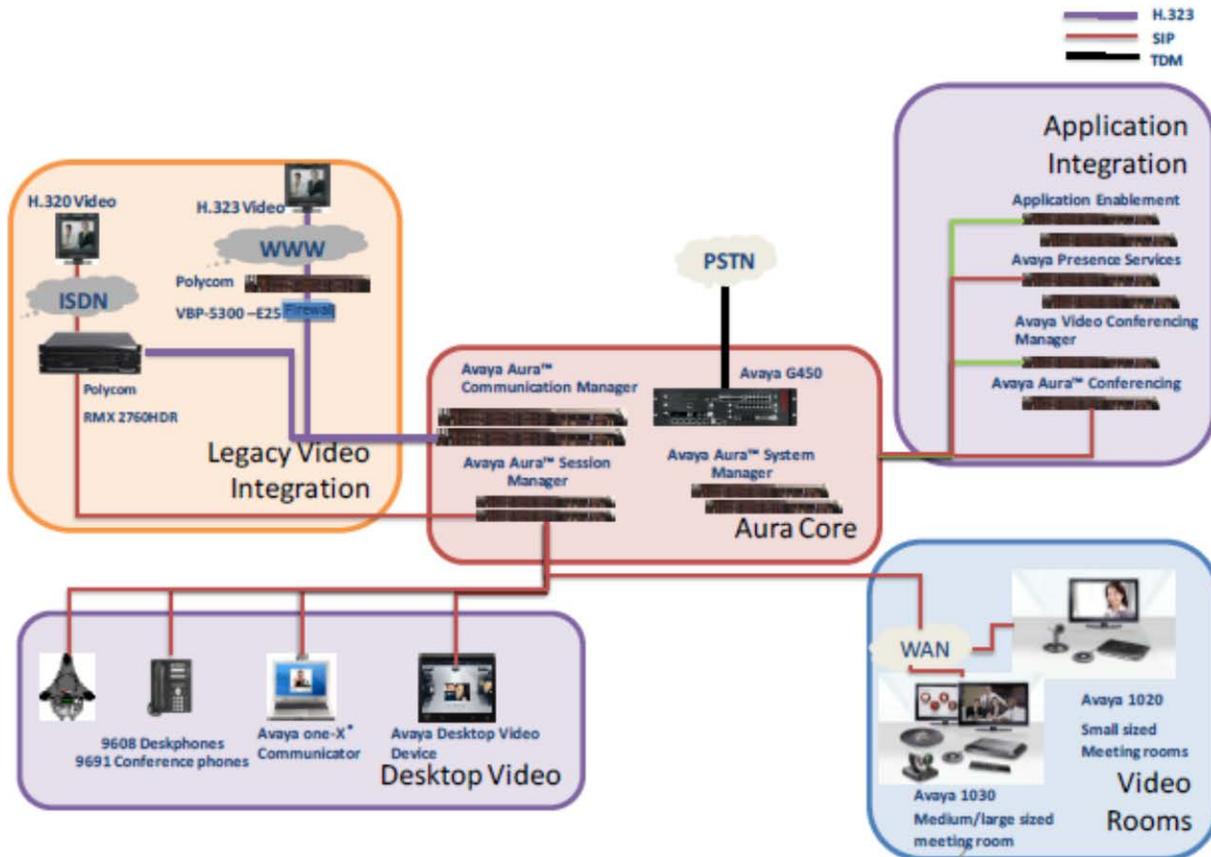
Secure Access Link (SAL) Gateway:

Linux 5.0

JRE 1.5 14 through 1.5 18

**EXHIBIT J**  
**VIDEO DIAGRAMS**

**Video Solution Architecture**  
**Block diagram**



**EXHIBIT K**  
**VENDOR RESPONSE TOOL**



10151-Exhibit K.pdf

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
0	Maricopa County VoIP and Unified Communications Preliminary Project Plan 26Mar	1163 days	Apr 1 '11	Sep 30 '15	
1	Maricopa County VoIP and Unified Communications	36 days	Apr 1 '11	May 20 '11	
2	Project Initiation Phase	19 days	Apr 1 '11	Apr 27 '11	
3	Signed Contract	5 days	Apr 1 '11	Apr 7 '11	Avaya Maricopa County
4	Order Equipment	5 days	Apr 1 '11	Apr 7 '11	Avaya Project Manager
5	Request Resources	5 days	Apr 1 '11	Apr 7 '11	Avaya Project Manager
6	Schedule and Conduct Key Project Kickoff Meetings	9 days	Apr 8 '11	Apr 20 '11	Avaya Program manager
7	Internal Kickoff Meeting	2 days	Apr 8 '11	Apr 11 '11	Avaya
8	Avaya Resources	2 days	Apr 8 '11	Apr 11 '11	Avaya Project Team
9	Customer Kickoff Meeting	2 days	Apr 19 '11	Apr 20 '11	All
10	Avaya Resources	2 days	Apr 19 '11	Apr 20 '11	Avaya Program manager
11	Maricopa County Resources	2 days	Apr 19 '11	Apr 20 '11	Maricopa County Implementation Executives
12	Schedule Site Surveys	2 days	Apr 19 '11	Apr 20 '11	Avaya and Maricopa County PM's
13	Schedule recurring Project Status Meetings	1 day	Apr 19 '11	Apr 19 '11	Avaya Program manager
14	Program Management	5 days	Apr 21 '11	Apr 27 '11	Avaya
15	Develop Communication Plan	1 day	Apr 21 '11	Apr 21 '11	Avaya Program manager
16	Develop Implementation Plan and Schedule	1 day	Apr 21 '11	Apr 21 '11	Avaya Program manager
17	Develop Project Binders	5 days	Apr 21 '11	Apr 27 '11	Avaya Program manager
18	Planning Development Phase	27 days	Apr 14 '11	May 20 '11	
19	Define, Document, Design Phase	9 days	Apr 14 '11	Apr 26 '11	
20	Collect Information	9 days	Apr 14 '11	Apr 26 '11	
21	Shipping Delivery Details Form	1 day	Apr 14 '11	Apr 14 '11	Avaya Project Manager
22	Provide Equipment Room Environmental Preparation - Rack, Power, Ground	1 day	Apr 15 '11	Apr 15 '11	Avaya Project Manager
23	Review and Deliver Equipment Planning and Implementation Forms	1 day	Apr 18 '11	Apr 18 '11	Avaya Program manager
24	Confirm equipment room readiness status	1 day	Apr 19 '11	Apr 19 '11	Avaya Project Manager
25	Conduct Site-Surveys	5 days	Apr 20 '11	Apr 26 '11	Avaya and Maricopa County PM's
26	Solution Design Review Meeting	5 days	Apr 28 '11	May 4 '11	
27	Equipment Room Prep Environmentals	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Operations Lead
28	Electrical - Install dedicated power	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Architecture Lead
29	Install and secure Racks	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Operations Lead
30	Install ground bar	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Operations Lead
31	Wire Management	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Operations Lead
32	Cabling Infrastructure	1 day	Apr 28 '11	Apr 28 '11	Maricopa County Operations Lead
33	Complete Design and gain approval	5 days	Apr 28 '11	May 4 '11	Maricopa County and Avaya Architecture Lead
34	Review Security Firewall and VPN requirements and standards	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
35	Review Domain and LDAP standards	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
36	Design network integration and convergence approach	2 days	Apr 28 '11	Apr 29 '11	Maricopa County and Avaya Architecture Lead
37	Session Manager Installation Worksheet Review	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
38	Determine conversion/implementation approach	5 days	Apr 28 '11	May 4 '11	Maricopa County and Avaya Architecture Lead
39	TIE Lines from the SL100 to Avaya Aura	1 day	Apr 28 '11	Apr 28 '11	
40	Unified Messaging	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
41	Voicemail	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
42	FAX 1	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
43	email	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
44	Video	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
45	Contact Center UC Integration	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
46	IVR	1 day	Apr 28 '11	Apr 28 '11	Maricopa County and Avaya Architecture Lead
47	Solution Design Reviews Completed and accepted	0 days	Apr 28 '11	Apr 28 '11	
48	<b>Hosting and Integration</b>	<b>10 days</b>	<b>May 9 '11</b>	<b>May 20 '11</b>	
49	<b>Solidify Network Hosting solution design and configural</b>	<b>10 days</b>	<b>May 9 '11</b>	<b>May 20 '11</b>	
50	QoS Enablement of Network for Voice, Data and Video	10 days	May 9 '11	May 20 '11	Maricopa County and Avaya Architecture Lead
51	SIP Trunking and Session Border Control Design	10 days	May 9 '11	May 20 '11	Maricopa County and Avaya Architecture Lead
52	LAN / WAN Preparedness & Network Planning	1 day	May 9 '11	May 9 '11	Maricopa County and Avaya Architecture Lead
53	<b>Network Assessments</b>	<b>9 days</b>	<b>May 10 '11</b>	<b>May 20 '11</b>	
54	Review Network Requirements	1 day	May 10 '11	May 10 '11	Maricopa County and Avaya Architecture Lead
55	Install Analysis Tool	1 day	May 10 '11	May 10 '11	Avaya Network Engineer Lead
56	Gather Data	5 days	May 10 '11	May 16 '11	Avaya Network Engineer Lead
57	Deliver Preliminary Analysis to Customer	1 day	May 17 '11	May 17 '11	Avaya Network Engineer Lead
58	Review Results	3 days	May 17 '11	May 19 '11	Avaya Network Engineer Lead
59	Delivery Detailed Analysis	1 day	May 17 '11	May 17 '11	Avaya Network Engineer Lead and Maricopa County Lead
60	Review Recommendations and schedule activity	3 days	May 18 '11	May 20 '11	Maricopa County Implementation Executives and Avaya
61	Verify that QoS Is Implemented on the LAN/WAN to handle all strict priority traffic necessary between sites	1 day	May 18 '11	May 18 '11	
62	Implement QoS within LAN using DiffServ as classification criteria	1 day	May 19 '11	May 19 '11	
63	<b>Datacenter 1 Site Implementation</b>	<b>125 days</b>	<b>May 5 '11</b>	<b>Oct 31 '11</b>	
64	<b>Project Start Date</b>	<b>1 day</b>	<b>Jun 3 '11</b>	<b>Jun 3 '11</b>	
65	Material on Job Date	1 day	Jun 3 '11	Jun 3 '11	Maricopa County Implementation
66	<b>Customer Deliverables</b>	<b>29 days</b>	<b>May 5 '11</b>	<b>Jun 15 '11</b>	
67	Complete IP planning information	10 days	May 5 '11	May 18 '11	Maricopa County Architecture Lead
68	Completed MM DCT Implementation Forms	10 days	May 5 '11	May 18 '11	Maricopa County Architecture Lead
69	Equipment room racks, power, HVAC	30 days	May 5 '11	Jun 15 '11	Maricopa Count Operations Lead
70	Cabling requirements and Ethernet Infrastructure	30 days	May 5 '11	Jun 15 '11	Maricopa County Operations Lead
71	<b>SAL Implementation</b>	<b>12 days</b>	<b>Jun 6 '11</b>	<b>Jun 21 '11</b>	
72	Install one Secure Access Link Gateway	2 days	Jun 6 '11	Jun 7 '11	Avaya Technician
73	Implement one SAL Gateway on the Network	10 days	Jun 8 '11	Jun 21 '11	Avaya Technician and SAL Engineer
74	<b>Communication Manager</b>	<b>28 days</b>	<b>Jun 6 '11</b>	<b>Jul 14 '11</b>	
75	Inventory	1 day	Jun 6 '11	Jun 6 '11	Avaya Technician
76	Send serial number info to SS for license creation	1 day	Jun 6 '11	Jun 6 '11	Avaya Software Specialist

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
77	Create License/EPW	1 day	Jun 7 '11	Jun 7 '11	Avaya Software Specialist
78	Rack and stack - new servers	2 days	Jun 7 '11	Jun 8 '11	Avaya Technician
79	R&S additional hardware - G450 gateways, etc	2 days	Jun 9 '11	Jun 10 '11	Avaya Technician
80	Load CM software, patches service packs	2 days	Jun 13 '11	Jun 14 '11	Avaya Technician
81	Load Electronic Pre-Installation Worksheet - part of Provisioning Manager	1 day	Jun 16 '11	Jun 16 '11	Avaya Technician
82	Add License / authentication files	1 day	Jun 17 '11	Jun 17 '11	Avaya Technician
83	Turning on additional features / options - as applicable	1 day	Jun 20 '11	Jun 20 '11	Avaya Technician
84	Install, Program and Test the Circuit Packs and Media Modules Into the Gateways	1 day	Jun 21 '11	Jun 21 '11	Avaya Technician
85	Registration - final	1 day	Jun 22 '11	Jun 22 '11	Avaya Technician
86	Test alarming	1 day	Jun 23 '11	Jun 23 '11	Avaya Software Specialist
87	Base load / SNT translations	2 days	Jun 24 '11	Jun 27 '11	Avaya Technician
88	Install, Program and Test up to 16 T1's	2 days	Jun 28 '11	Jun 29 '11	Avaya Software Specialist
89	Program up to 1,196 SIP Trunks	10 days	Jun 30 '11	Jul 13 '11	Avaya Software Specialist
90	Integrate the CM to the Session Manager	1 day	Jul 14 '11	Jul 14 '11	Avaya Technician and Software Specialist
91	<b>Aura Session Manager 41 days</b>	<b>57 days</b>	<b>May 5 '11</b>	<b>Jul 26 '11</b>	
92	<b>System Manager</b>	<b>30 days</b>	<b>May 5 '11</b>	<b>Jun 16 '11</b>	
93	Confirm order and delivery of one S8800 server	1 day	Jun 3 '11	Jun 3 '11	Avaya System Integrator
94	Install (1) Avaya 8800 server	1 day	Jun 7 '11	Jun 7 '11	Avaya Project Manager
95	Verify completion of the Installation Worksheets	25 days	May 5 '11	Jun 8 '11	Avaya Technician
96	Ensure all cables are available	1 day	Jun 10 '11	Jun 10 '11	Avaya Technician
97	Cable installation	1 day	Jun 13 '11	Jun 13 '11	
98	Install System Manger 1 day	2 days	Jun 14 '11	Jun 15 '11	Avaya Technician and System Integrator
99	Enable trust management and enrollment password	1 day	Jun 16 '11	Jun 16 '11	Avaya Technician
100	<b>Session Manager</b>	<b>17 days</b>	<b>May 19 '11</b>	<b>Jun 13 '11</b>	
101	Review and discuss port matrix document	1 day	May 19 '11	May 19 '11	Avaya Technician
102	Review customer installation and admin worksheet info	2 days	May 20 '11	May 23 '11	Avaya Technician
103	Install (2) Avaya 8800 servers	2 days	Jun 9 '11	Jun 10 '11	Avaya Technician
104	Install SMB	1 day	Jun 13 '11	Jun 13 '11	Maricopa County Architecture Lead
105	Open firewall ports	1 day	Jun 3 '11	Jun 3 '11	Avaya Technician
106	Install customer provided keyboard, mouse, etc	1 day	Jun 6 '11	Jun 6 '11	Avaya Systems Integrator
107	Configure Session Manager	2 days	Jun 7 '11	Jun 8 '11	Avaya Systems Integrator
108	<b>SIP Trunking</b>	<b>37 days</b>	<b>May 5 '11</b>	<b>Jun 27 '11</b>	
109	Confirm physical paths and connections	1 day	May 5 '11	May 5 '11	Maricopa County Architecture Lead
110	Engineer session border control	15 days	May 5 '11	May 25 '11	Maricopa County Architecture Lead
111	Integrate configuration with Session Manager	4 days	Jun 10 '11	Jun 15 '11	Avaya Architecture Lead
112	Integrate configuration with SIP service provider	4 days	Jun 16 '11	Jun 21 '11	Avaya Architecture Lead
113	Complete installation	4 days	Jun 22 '11	Jun 27 '11	Avaya Technician
114	Test and certify	2 days	Jun 24 '11	Jun 27 '11	Avaya Te
115	<b>AES Provisioning</b>	<b>35 days</b>	<b>Jun 7 '11</b>	<b>Jul 26 '11</b>	

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and United Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
116	R&S Install and Provision the Application Enablement Services -AES Server	1 day	Jun 20 '11	Jun 20 '11	Avaya Technicians
117	Complete AES planning form	5 days	Jun 7 '11	Jun 13 '11	Maricopa County Implementation Executives
118	Load AES software	2 days	Jun 21 '11	Jun 22 '11	Avaya AES Engineer
119	Load applicable patches 1 day Tue 6/7/11 Tue 6/7/11 Avaya AES Engineer	2 days	Jun 23 '11	Jun 24 '11	Avaya AES Engineer
120	License file 1 day Wed 6/8/11 Wed 6/8/11 Avaya AES Engineer	1 day	Jun 27 '11	Jun 27 '11	Avaya AES Engineer
121	PE configuration for signaling and transport	4 days	Jun 28 '11	Jul 1 '11	Maricopa County Implementation Executives
122	CTI Integration - as applicable	2 days	Jul 4 '11	Jul 5 '11	Avaya AES Engineer
123	CTI Integration for OCS	2 days	Jul 6 '11	Jul 7 '11	Avaya AES Engineer
124	Build logIn and provide Visio diagram for integration - as applicable	3 days	Jul 8 '11	Jul 12 '11	Avaya AES Engineer
125	Confirm access to AES using customer and WebLM logins	1 day	Jul 13 '11	Jul 13 '11	Avaya AES Engineer
126	Registration - Final	1 day	Jul 14 '11	Jul 14 '11	Avaya AES Engineer
127	Configuration behind SAL or ASG	3 days	Jul 15 '11	Jul 19 '11	Avaya AES Engineer
128	Test alarming	1 day	Jul 20 '11	Jul 20 '11	Avaya AES Engineer
129	Administer AES for up to four Switch Links	2 days	Jul 21 '11	Jul 22 '11	Avaya AES Engineer
130	Administer AES for up to Two Application Links	2 days	Jul 25 '11	Jul 26 '11	Avaya AES Engineer
131	<b>Testing and Acceptance</b>	<b>6 days</b>	<b>Jul 28 '11</b>	<b>Aug 4 '11</b>	
132	Complete Test and Acceptance Plan	6 days	Jul 28 '11	Aug 4 '11	Maricopa County Implementation Executives
133	<b>Monitoring</b>	<b>60 days</b>	<b>Aug 5 '11</b>	<b>Oct 28 '11</b>	
134	Continued Monitoring and additional testing	60 days	Aug 5 '11	Oct 28 '11	
135	<b>Project End Date</b>	<b>1 day</b>	<b>Oct 31 '11</b>	<b>Oct 31 '11</b>	
136	Close Orders	1 day	Oct 31 '11	Oct 31 '11	
137	<b>Datacenter 2 Site Implementation</b>	<b>125 days</b>	<b>May 5 '11</b>	<b>Oct 31 '11</b>	
138	<b>Project Start Date</b>	<b>1 day</b>	<b>Jun 3 '11</b>	<b>Jun 3 '11</b>	
139	Material on Job Date	1 day	Jun 3 '11	Jun 3 '11	Maricopa County Implementation
140	<b>Customer Deliverables</b>	<b>29 days</b>	<b>May 5 '11</b>	<b>Jun 15 '11</b>	
141	Complete IP planning information	10 days	May 5 '11	May 18 '11	Maricopa County Architecture Lead
142	Completed MM DCT Implementation Forms	10 days	May 5 '11	May 18 '11	Maricopa County Architecture Lead
143	Equipment room racks, power, HVAC	30 days	May 5 '11	Jun 15 '11	Maricopa Count Operations Lead
144	Cabling requirements and Ethernet infrastructure	30 days	May 5 '11	Jun 15 '11	Maricopa County Operations Lead
145	<b>SAL Implementation</b>	<b>12 days</b>	<b>Jun 6 '11</b>	<b>Jun 21 '11</b>	
146	Install one Secure Access Link Gateway	2 days	Jun 6 '11	Jun 7 '11	Avaya Technician
147	Implement one SAL Gateway on the Network	10 days	Jun 8 '11	Jun 21 '11	Avaya Technician and SAL Engineer
148	<b>Communication Manager</b>	<b>28 days</b>	<b>Jun 6 '11</b>	<b>Jul 14 '11</b>	
149	Inventory	1 day	Jun 6 '11	Jun 6 '11	Avaya Technician
150	Send serial number info to SS for license creation	1 day	Jun 6 '11	Jun 6 '11	Avaya Software Specialist
151	Create License/EPW	1 day	Jun 7 '11	Jun 7 '11	Avaya Software Specialist
152	Rack and stack - new servers	2 days	Jun 7 '11	Jun 8 '11	Avaya Technician

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
153	R&S additional hardware - G450 gateways, etc	2 days	Jun 9 '11	Jun 10 '11	Avaya Technician
154	Load CM software, patches service packs	2 days	Jun 13 '11	Jun 14 '11	Avaya Technician
155	Load Electronic Pre-Installation Worksheet - part of Provisioning Manager	1 day	Jun 16 '11	Jun 16 '11	Avaya Technician
156	Add License / authentication files	1 day	Jun 17 '11	Jun 17 '11	Avaya Technician
157	Turning on additional features / options - as applicable	1 day	Jun 20 '11	Jun 20 '11	Avaya Technician
158	Install, Program and Test the Circuit Packs and Media Modules Into the Gateways	1 day	Jun 21 '11	Jun 21 '11	Avaya Technician
159	Registration - final	1 day	Jun 22 '11	Jun 22 '11	Avaya Technician
160	Test alarming	1 day	Jun 23 '11	Jun 23 '11	Avaya Software Specialist
161	Base load / SNT translations	2 days	Jun 24 '11	Jun 27 '11	Avaya Technician
162	Install, Program and Test up to 16 T1's	2 days	Jun 28 '11	Jun 29 '11	Avaya Software Specialist
163	Program up to 1,196 SIP Trunks	10 days	Jun 30 '11	Jul 13 '11	Avaya Software Specialist
164	Integrate the CM to the Session Manager	1 day	Jul 14 '11	Jul 14 '11	Avaya Technician and Software Specialist
165	<b>Aura Session Manager 41 days</b>	<b>57 days</b>	<b>May 5 '11</b>	<b>Jul 26 '11</b>	
166	<b>System Manager</b>	<b>30 days</b>	<b>May 5 '11</b>	<b>Jun 16 '11</b>	
167	Confirm order and delivery of one S8800 server	1 day	Jun 3 '11	Jun 3 '11	Avaya System Integrator
168	Install (1) Avaya 8800 server	1 day	Jun 7 '11	Jun 7 '11	Avaya Project Manager
169	Verify completion of the Installation Worksheets	25 days	May 5 '11	Jun 8 '11	Avaya Technician
170	Ensure all cables are available	1 day	Jun 10 '11	Jun 10 '11	Avaya Technician
171	Cable Installation	1 day	Jun 13 '11	Jun 13 '11	
172	Install System Manger 1 day	2 days	Jun 14 '11	Jun 15 '11	Avaya Technician and System Integrator
173	Enable trust management and enrollment password	1 day	Jun 16 '11	Jun 16 '11	Avaya Technician
174	<b>Session Manager</b>	<b>17 days</b>	<b>May 19 '11</b>	<b>Jun 13 '11</b>	
175	Review and discuss port matrix document	1 day	May 19 '11	May 19 '11	Avaya Technician
176	Review customer installation and admin worksheet info	2 days	May 20 '11	May 23 '11	Avaya Technician
177	Install (2) Avaya 8800 servers	2 days	Jun 9 '11	Jun 10 '11	Avaya Technician
178	Install SMB	1 day	Jun 13 '11	Jun 13 '11	Maricopa County Architecture Lead
179	Open firewall ports	1 day	Jun 3 '11	Jun 3 '11	Avaya Technician
180	Install customer provided keyboard, mouse, etc	1 day	Jun 6 '11	Jun 6 '11	Avaya Systems Integrator
181	Configure Session Manager	2 days	Jun 7 '11	Jun 8 '11	Avaya Systems Integrator
182	<b>SIP Trunking</b>	<b>37 days</b>	<b>May 5 '11</b>	<b>Jun 27 '11</b>	
183	Confirm physical paths and connections	1 day	May 5 '11	May 5 '11	Maricopa County Architecture Lead
184	Engineer session border control	15 days	May 5 '11	May 25 '11	Maricopa County Architecture Lead
185	Integrate configuration with Session Manager	4 days	Jun 10 '11	Jun 15 '11	Avaya Architecture Lead
186	Integrate configuration with SIP service provider	4 days	Jun 16 '11	Jun 21 '11	Avaya Architecture Lead
187	Complete Installation	4 days	Jun 22 '11	Jun 27 '11	Avaya Technician
188	Test and certify	2 days	Jun 24 '11	Jun 27 '11	Avaya Te
189	<b>AES Provisioning</b>	<b>35 days</b>	<b>Jun 7 '11</b>	<b>Jul 26 '11</b>	
190	R&S Install and Provision the Application Enablement Services -AES Server	1 day	Jun 20 '11	Jun 20 '11	Avaya Technicians

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
191	Complete AES planning form	5 days	Jun 7 '11	Jun 13 '11	Maricopa County Implementation Executives
192	Load AES software	2 days	Jun 21 '11	Jun 22 '11	Avaya AES Engineer
193	Load applicable patches 1 day Tue 6/7/11 Tue 6/7/11 Avaya AES Engineer	2 days	Jun 23 '11	Jun 24 '11	Avaya AES Engineer
194	License file 1 day Wed 6/8/11 Wed 6/8/11 Avaya AES Engineer	1 day	Jun 27 '11	Jun 27 '11	Avaya AES Engineer
195	PE configuration for signaling and transport	4 days	Jun 28 '11	Jul 1 '11	Maricopa County Implementation Executives
196	CTI integration - as applicable	2 days	Jul 4 '11	Jul 5 '11	Avaya AES Engineer
197	CTI integration for OCS	2 days	Jul 6 '11	Jul 7 '11	Avaya AES Engineer
198	Build login and provide Visio diagram for integration - as applicable	3 days	Jul 8 '11	Jul 12 '11	Avaya AES Engineer
199	Confirm access to AES using customer and WebLM logins	1 day	Jul 13 '11	Jul 13 '11	Avaya AES Engineer
200	Registration - Final	1 day	Jul 14 '11	Jul 14 '11	Avaya AES Engineer
201	Configuration behind SAL or ASG	3 days	Jul 15 '11	Jul 19 '11	Avaya AES Engineer
202	Test alarming	1 day	Jul 20 '11	Jul 20 '11	Avaya AES Engineer
203	Administer AES for up to four Switch Links	2 days	Jul 21 '11	Jul 22 '11	Avaya AES Engineer
204	Administer AES for up to Two Application Links	2 days	Jul 25 '11	Jul 26 '11	Avaya AES Engineer
205	<b>Testing and Acceptance</b>	<b>6 days</b>	<b>Jul 28 '11</b>	<b>Aug 4 '11</b>	
206	Complete Test and Acceptance Plan	6 days	Jul 28 '11	Aug 4 '11	Maricopa County Implementation Executives
207	<b>Monitoring</b>	<b>60 days</b>	<b>Aug 5 '11</b>	<b>Oct 28 '11</b>	
208	Continued Monitoring and additional testing if required	60 days	Aug 5 '11	Oct 28 '11	
209	<b>Project End Date</b>	<b>1 day</b>	<b>Oct 31 '11</b>	<b>Oct 31 '11</b>	
210	Close Orders	1 day	Oct 31 '11	Oct 31 '11	
211	<b>Migration from Nortel SL100 to Avaya Aura</b>	<b>1056 days</b>	<b>Sep 1 '11</b>	<b>Sep 30 '15</b>	
212	<b>Implementation Support for CT IT Room DC 1</b>	<b>42 days</b>	<b>Sep 1 '11</b>	<b>Oct 31 '11</b>	
213	Program Profile on System Manager	12 days	Sep 1 '11	Sep 19 '11	
214	Program Profile on CM Manager	12 days	Sep 20 '11	Oct 5 '11	
215	Plug In Phone and Register	9 days	Oct 6 '11	Oct 18 '11	
216	Test Calls	9 days	Oct 19 '11	Oct 31 '11	
217	Implementation Support for Cit IT Room DC 1 Complete	0 days	Oct 31 '11	Oct 31 '11	
218	<b>Implementation Support for CT IT Room DC 2</b>	<b>42 days</b>	<b>Sep 1 '11</b>	<b>Oct 31 '11</b>	
219	Program Profile on System Manager	12 days	Sep 1 '11	Sep 19 '11	
220	Program Profile on CM Manager	12 days	Sep 20 '11	Oct 5 '11	
221	Plug In Phone and Register	9 days	Oct 6 '11	Oct 18 '11	
222	Test Calls	9 days	Oct 19 '11	Oct 31 '11	
223	Implementation Support for Cit IT Room DC 2 Complete	0 days	Oct 31 '11	Oct 31 '11	
224	<b>Implementation Support for Court Towers</b>	<b>150 days</b>	<b>Nov 1 '11</b>	<b>May 31 '12</b>	
225	Program Profile on System Manager	45 days	Nov 1 '11	Jan 4 '12	
226	Program Profile on CM Manager	45 days	Jan 5 '12	Mar 7 '12	
227	Plug In Phone and Register	19 days	Mar 8 '12	Apr 3 '12	
228	Test Calls	19 days	Apr 4 '12	Apr 30 '12	

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish	Resource Names
229	Implementation Support for Cit IT Room DC 2 Complete	0 days	Apr 30 '12	Apr 30 '12	
230	<b>Monitoring</b>	<b>44 days</b>	<b>Mar 30 '12</b>	<b>May 31 '12</b>	
231	Continued Monitoring and additional testing if required	44 days	Mar 30 '12	May 31 '12	
232	Implementation Supt for Chambers Bid-200	64 days	Sep 30 '11	Dec 30 '11	
238	Implementation Support for Building 2	65 days	Mar 30 '12	Jun 29 '12	
244	Implementation Support for Building 3	64 days	Jul 2 '12	Oct 1 '12	
250	Implementation Support for Building 4	62 days	Oct 2 '12	Dec 31 '12	
256	Implementation Support for Building 5	62 days	Jan 1 '13	Mar 27 '13	
262	Implementation Support for Building 6	65 days	Apr 1 '13	Jun 28 '13	
268	Implementation Support for Building 7	66 days	Jul 1 '13	Sep 30 '13	
274	Implementation Support for Building 8	66 days	Oct 1 '13	Dec 31 '13	
280	Implementation Support for Building 9	64 days	Jan 1 '14	Mar 31 '14	
286	Implementation Support for Building 10	65 days	Apr 1 '14	Jun 30 '14	
292	Implementation Support for Building 11	66 days	Jul 1 '14	Sep 30 '14	
298	Implementation Support for Building 12	66 days	Oct 1 '14	Dec 31 '14	
304	Implementation Support for Building 13	64 days	Jan 1 '15	Mar 31 '15	
310	Implementation Support for Durango 1	64 days	Apr 1 '15	Jun 29 '15	
316	Implementation Support for Durango 2	65 days	Apr 1 '15	Jun 30 '15	
322	Implementation Support for SE 1	64 days	Jul 1 '15	Sep 28 '15	
328	Implementation Support for SE 2	66 days	Jul 1 '15	Sep 30 '15	
334	<b>SIP Trunking</b>	<b>55 days</b>	<b>Jul 2 '12</b>	<b>Sep 18 '12</b>	
335	Interval for circuit delivery	33 days	Jul 2 '12	Aug 15 '12	Maricopa County Architecture Lead
336	Confirm physical paths and connections	1 day	Aug 16 '12	Aug 16 '12	Maricopa County and Avaya Architecture Lead
337	Engineer session border control	15 days	Aug 17 '12	Sep 6 '12	Maricopa County Implementation Executives
338	Integrate configuration with Session Manager	1 day	Sep 7 '12	Sep 7 '12	Maricopa County Implementation Executives
339	Integrate configuration with SIP service provider	3 days	Sep 10 '12	Sep 12 '12	Avaya
340	Complete Installation	3 days	Sep 13 '12	Sep 17 '12	Maricopa County Implementation Executives
341	Test and certify	1 day	Sep 18 '12	Sep 18 '12	Maricopa County Implementation Executives
342	Sip Trunking Complete	0 days	Sep 18 '12	Sep 18 '12	

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish
0	<b>Maricopa County VoIP and Unified Communications Preliminary Project Plan</b> 26Mar	1163 days	Apr 1 '11	Sep 30 '15
1	<b>Maricopa County VoIP and Unified Communications</b>	36 days	Apr 1 '11	May 20 '11
2	Project Initiation Phase	19 days	Apr 1 '11	Apr 27 '11
18	Planning Development Phase	27 days	Apr 14 '11	May 20 '11
63	<b>Datacenter 1 Site Implementation</b>	125 days	May 5 '11	Oct 31 '11
64	Project Start Date	1 day	Jun 3 '11	Jun 3 '11
66	Customer Deliverables	29 days	May 5 '11	Jun 15 '11
71	SAL Implementation	12 days	Jun 6 '11	Jun 21 '11
74	Communication Manager	28 days	Jun 6 '11	Jul 14 '11
91	Aura Session Manager 41 days	57 days	May 5 '11	Jul 26 '11
131	Testing and Acceptance	6 days	Jul 28 '11	Aug 4 '11
133	Monitoring	60 days	Aug 5 '11	Oct 28 '11
135	Project End Date	1 day	Oct 31 '11	Oct 31 '11
137	<b>Datacenter 2 Site Implementation</b>	125 days	May 5 '11	Oct 31 '11
138	Project Start Date	1 day	Jun 3 '11	Jun 3 '11
140	Customer Deliverables	29 days	May 5 '11	Jun 15 '11
145	SAL Implementation	12 days	Jun 6 '11	Jun 21 '11
148	Communication Manager	28 days	Jun 6 '11	Jul 14 '11
165	Aura Session Manager 41 days	57 days	May 5 '11	Jul 26 '11
205	Testing and Acceptance	6 days	Jul 28 '11	Aug 4 '11
207	Monitoring	60 days	Aug 5 '11	Oct 28 '11
209	Project End Date	1 day	Oct 31 '11	Oct 31 '11
211	<b>Migration from Nortel SL100 to Avaya Aura</b>	1056 days	Sep 1 '11	Sep 30 '15
212	Implementation Support for CT IT Room DC 1	42 days	Sep 1 '11	Oct 31 '11
218	Implementation Support for CT IT Room DC 2	42 days	Sep 1 '11	Oct 31 '11
224	Implementation Support for Court Towers	150 days	Nov 1 '11	May 31 '12
232	Implementation Supt for Chambers Bld-200	64 days	Sep 30 '11	Dec 30 '11
238	Implementation Support for Building 2	65 days	Mar 30 '12	Jun 29 '12
244	Implementation Support for Building 3	64 days	Jul 2 '12	Oct 1 '12
250	Implementation Support for Building 4	62 days	Oct 2 '12	Dec 31 '12
256	Implementation Support for Building 5	62 days	Jan 1 '13	Mar 27 '13
262	Implementation Support for Building 6	65 days	Apr 1 '13	Jun 28 '13

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID		Task Name	Duration	Start	Finish
268		Implementation Support for Building 7	66 days	Jul 1 '13	Sep 30 '13
274		Implementation Support for Building 8	66 days	Oct 1 '13	Dec 31 '13
280		Implementation Support for Building 9	64 days	Jan 1 '14	Mar 31 '14
286		Implementation Support for Building 10	65 days	Apr 1 '14	Jun 30 '14
292		Implementation Support for Building 11	66 days	Jul 1 '14	Sep 30 '14
298		Implementation Support for Building 12	66 days	Oct 1 '14	Dec 31 '14
304		Implementation Support for Building 13	64 days	Jan 1 '15	Mar 31 '15
310		Implementation Support for Durango 1	64 days	Apr 1 '15	Jun 29 '15
316		Implementation Support for Durango 2	65 days	Apr 1 '15	Jun 30 '15
322		Implementation Support for SE 1	64 days	Jul 1 '15	Sep 28 '15
328		Implementation Support for SE 2	66 days	Jul 1 '15	Sep 30 '15
334		SIP Trunking	55 days	Jul 2 '12	Sep 18 '12

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID	Task Name	Duration	Start	Finish
0	Maricopa County VoIP and Unified Communications Preliminary Project Plan 26Mar	1163 days	Apr 1 '11	Sep 30 '15
1	Maricopa County VoIP and Unified Communications	36 days	Apr 1 '11	May 20 '11
2	Project Initiation Phase	19 days	Apr 1 '11	Apr 27 '11
18	Planning Development Phase	27 days	Apr 14 '11	May 20 '11
63	Datacenter 1 Site Implementation	125 days	May 5 '11	Oct 31 '11
64	Project Start Date	1 day	Jun 3 '11	Jun 3 '11
66	Customer Deliverables	29 days	May 5 '11	Jun 15 '11
71	SAL Implementation	12 days	Jun 6 '11	Jun 21 '11
74	Communication Manager	28 days	Jun 6 '11	Jul 14 '11
91	Aura Session Manager 41 days	57 days	May 5 '11	Jul 26 '11
131	Testing and Acceptance	6 days	Jul 28 '11	Aug 4 '11
133	Monitoring	60 days	Aug 5 '11	Oct 28 '11
135	Project End Date	1 day	Oct 31 '11	Oct 31 '11
137	Datacenter 2 Site Implementation	125 days	May 5 '11	Oct 31 '11
138	Project Start Date	1 day	Jun 3 '11	Jun 3 '11
140	Customer Deliverables	29 days	May 5 '11	Jun 15 '11
145	SAL Implementation	12 days	Jun 6 '11	Jun 21 '11
148	Communication Manager	28 days	Jun 6 '11	Jul 14 '11
165	Aura Session Manager 41 days	57 days	May 5 '11	Jul 26 '11
205	Testing and Acceptance	6 days	Jul 28 '11	Aug 4 '11
207	Monitoring	60 days	Aug 5 '11	Oct 28 '11
209	Project End Date	1 day	Oct 31 '11	Oct 31 '11
211	Migration from Nortel SL100 to Avaya Aura	1056 days	Sep 1 '11	Sep 30 '15
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224	Implementation Support for Court Towers	150 days	Nov 1 '11	May 31 '12
232	Implementation Supt for Chambers Bld-200	64 days	Sep 30 '11	Dec 30 '11
238	Implementation Support for Building 2	65 days	Mar 30 '12	Jun 29 '12
244	Implementation Support for Building 3	64 days	Jul 2 '12	Oct 1 '12
250	Implementation Support for Building 4	62 days	Oct 2 '12	Dec 31 '12
256	Implementation Support for Building 5	62 days	Jan 1 '13	Mar 27 '13
262	Implementation Support for Building 6	65 days	Apr 1 '13	Jun 28 '13

**EXHIBIT L**  
**PRELIMINARY PROJECT PLAN AND PRELIMINARY MAJOR MILESTONES**

Maricopa County VoIP and Unified Communications Preliminary Project Plan

ID		Task Name	Duration	Start	Finish
268		Implementation Support for Building 7	66 days	Jul 1 '13	Sep 30 '13
274		Implementation Support for Building 8	66 days	Oct 1 '13	Dec 31 '13
280		Implementation Support for Building 9	64 days	Jan 1 '14	Mar 31 '14
286		Implementation Support for Building 10	65 days	Apr 1 '14	Jun 30 '14
292		Implementation Support for Building 11	66 days	Jul 1 '14	Sep 30 '14
298		Implementation Support for Building 12	66 days	Oct 1 '14	Dec 31 '14
304		Implementation Support for Building 13	64 days	Jan 1 '15	Mar 31 '15
310		Implementation Support for Durango 1	64 days	Apr 1 '15	Jun 29 '15
316		Implementation Support for Durango 2	65 days	Apr 1 '15	Jun 30 '15
322		Implementation Support for SE 1	64 days	Jul 1 '15	Sep 28 '15
328		Implementation Support for SE 2	66 days	Jul 1 '15	Sep 30 '15
334		SIP Trunking	55 days	Jul 2 '12	Sep 18 '12

**EXHIBIT M****Office of Procurement Services CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 *Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.*
  - 3.2 *The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.*
  - 3.3 *The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.*
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
    - 4.1.1 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.4 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees,

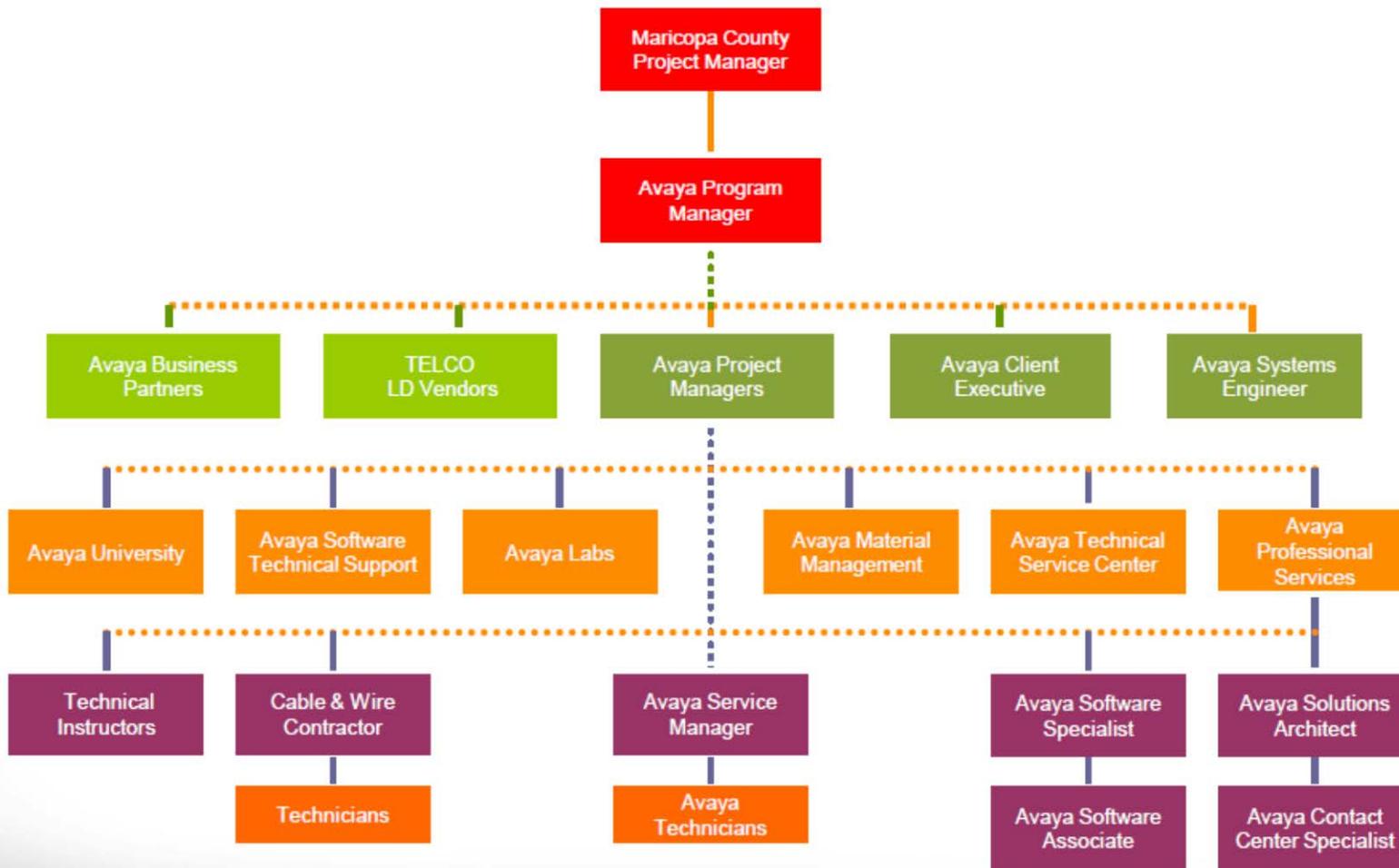
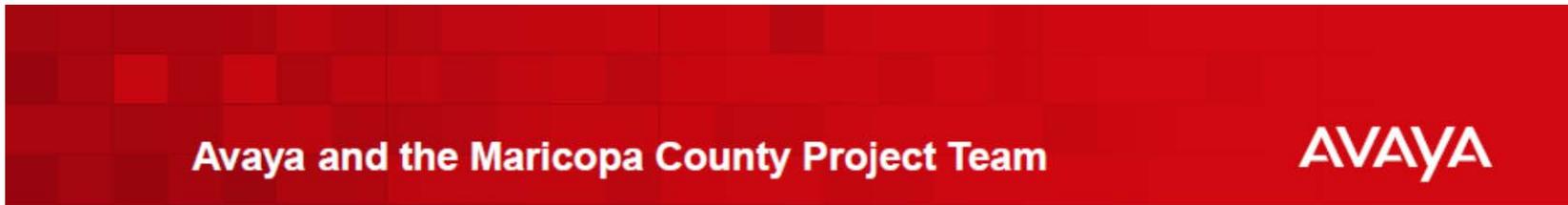
**EXHIBIT M**

**Office of Procurement Services CONTRACTOR TRAVEL AND PER DIEM POLICY**

and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.

**EXHIBIT N**  
**AVAYA PROJECT TEAM**



Avaya – Proprietary. Use pursuant to your signed agreement or Avaya policy.

EXHIBIT O

AMENDMENT #1 (Effective 10/10/12)



AMENDMENT #1 to Maricopa County

Contract Pursuant to RFP – Serial 10151-RFP

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is October 10, 2012 (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Agreement.

Avaya and Customer agree as follows:

- 1. Amend Section 6.30.3 (Exhibit A-2, Avaya Discount Products & Services Schedule) by renaming it as follows: 6.30.3 Exhibit A-2, Avaya Product & Services Discount Schedule; 2. Replace existing Exhibit A-2, (Avaya Discount Products & Services Schedule) in its entirety with a new Exhibit A2, (Avaya Product & Services Discount Schedule), attached hereto and incorporated herein.

All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

Customer Information:

Table with 2 columns: Customer (Corporate Name): Maricopa County, Fax Number; Street Address; Telephone Number; City, State: Phoenix, AZ, Zip/Postal Code: 85003; Billing Address (if different from above):

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

CUSTOMER – Maricopa County

AVAYA INC.

By: [Signature] Name: Wesley L. Baysinger Title: CPO Date: 12/12/12

By: [Signature] Name: Scott Spehar Title: VP, West Area Date: 12/12/2012

Exhibit A-2

Avaya Product and Services Discount Schedule

1. Product Discount Schedule

The following discounts, to be applied to the prices in Avaya's Global Price List (GPL), shall apply to Products purchased under this Agreement for five (5) years after the Effective Date. The discounts shall apply only to the Product price and shall not apply to any other items, including but not limited to Implementation & Professional Services, Maintenance Services, other Services, shipping, taxes, or transportation charges.

Avaya Product Group	Material Price Group ("MPG")	Price Group Description	Discount
Definity® / Intuity / MultiVantage Group Hardware and Software	A1	CM Common Equipment	51.00%
	A2		
	DU		
	DP	CM CSI Server	
	DR	CM R Server	
	DS	CM SI Server	
	IG	CM S8500, S8700, S8710, S8720 Server and Gateways	51.00%
	IH	S8300 Server and Gateways	
	IR	S8100 Server	
	DA	CM Application Software	51.00%
	IS	IP Common Software	
	DB	INTERGRATED MGMT	
	HT	High Density Trunk Gateways	15.00%
IP Terminals	IE	IP Endpoints	51.00%
	IT	IP Softconsole	
	DT	DCP Terminals	
Messaging, Speech Access and Unified Communications Software	OR	Octel 250/350	51.00%
	OS	Octel 200/300	
	DX	Audix	
	U2	Modular Messaging Hardware	
	U3	Modular Messaging Software	
	IL	ECAD - Intuity Lodging	
	IM	Internet Messaging	
	W1	Converged Conferencing Hardware	

	W2	Converged Conferencing Software	51.00%
	UM	Unified Messaging	
	UC	Unified Communication	
	IA	ECAD - Intuity Audix	
	I6	Intuity Audix hardware	
	IB	ECAD - Intuity Interchange	
Call Center Solution	CR	CRM/Call Management Software	51.00%
	NH	ECAD/ Call Center CTI	
	QQ	ECAD Contact Center	
Collaborative Peripherals	RC	Polycom Peripherals, Pictoretel	15.00%
	RK	OEM - Other HW/SW including Data Access - Paradyne	
	XR	Peripheral Equipment / Analog Terminals	
WFO	QW	WFO	51.00%
Radvision	VE	Endpoints	51.00%
	VF	Infrastructure	51.00%
Non-Discountable	DC	CM Custom Software	0.00%
	TR	Training	
	WX	Wireless Resale	
	ZC	ECAD - Non-Discountable	
	ZN	Non-Discountable	
	ZO	OEM - Custom Solutions	
	ZS	SMBS Non-Discountable	
ZZ	Misc. Equipment		

**2. Other Discounts:**

- a. Discountable Installation and Professional Services – 15% of GPL.
- b. Discountable Hardware Maintenance – 10% of GPL.

**AMENDMENT #2**



**AMENDMENT #2  
to  
Maricopa County  
Contract Pursuant to RFP – Serial 10151-RFP**

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is April 18, 2013 (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Agreement.

Avaya and Customer agree as follows:

1. This amendment is being issued to update Exhibit A (pricing table) to allow for YEAR-1 maintenance billing.
  - a. At the time of bid, the County would not allow responders to indicate a price for YEAR-1 maintenance, however, the County is aware and agrees that, per Avaya's bid responses, charges were applicable and that Avaya had merged year-one maintenance with software and hardware prices.
  - b. Below is a summary of the changes in Exhibit A
    - 1.1 Software Price-Total - is reduced from \$1,432,582.95 to \$1,157,317.25 = (\$275,265.70)
      - ◆ Increased: 3.1 Software / YEAR-1 = \$275,265.70 (8x5 Full Maintenance and Support)
        - 3.1 Software original total \$82,000 + \$275,265.70 = **\$357,265.70**
      - ◆ Increased: 5.1 Software / YEAR-1 = \$275,265.70 (24x7 Full Maintenance and Support)
        - 5.1 Software original total \$82,000 + \$275,265.70 = **\$357,265.70**
    - 1.3 Hardware Price-Total is reduced from \$5,947,507.74 to \$5,792,985.20 = (\$154,521.54)
      - ◆ Increased: 3.2 Hardware / YEAR-1 = **\$154,521.54** (8x5 Full Maintenance and Support)
      - ◆ Increased: 5.2 Hardware / YEAR-1 = **\$154,521.54** (24x7 Full Maintenance and Support)
    - Pricing Total reflects the above changes for a new total of \$9,686,936.97.
 

\$10,116,724.21 (Original Software/Hardware Total)
- \$275,265.70 (move to Software Maintenance)
- <u>\$154,521.54 (move to Hardware Maintenance)</u>
<b>\$9,686,936.97 (New Software/Hardware Total)</b>
    - The bottom table of Exhibit A is also updated, to reflect the \$275,265.70 subtracted from Year-1 Software Price and \$154,521.54 from Year-1 Hardware Price, as well as from the total system price fields.
    - **The overall total contract values within Exhibit A have not changed, charges have only been rearranged.**

All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

18



**AMENDMENT #2  
to  
Maricopa County  
Contract Pursuant to RFP – Serial 10151-RFP**

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is April 18, 2013 (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Agreement.

Avaya and Customer agree as follows:

1. This amendment is being issued to update Exhibit A (pricing table) to allow for YEAR-1 maintenance billing.
  - a. At the time of bid, the County would not allow responders to indicate a price for YEAR-1 maintenance, however, the County is aware and agrees that, per Avaya's bid responses, charges were applicable and that Avaya had merged year-one maintenance with software and hardware prices.
  - b. Below is a summary of the changes in Exhibit A
    - 1.1 Software Price-Total - is reduced from \$1,432,582.95 to \$1,157,317.25 = (\$275,265.70)
      - ◆ Increased: 3.1 Software / YEAR-1 = \$275,265.70 (8x5 Full Maintenance and Support)
      - 3.1 Software original total \$82,000 + \$275,265.70 = **\$357,265.70**
      - ◆ Increased: 5.1 Software / YEAR-1 = \$275,265.70 (24x7 Full Maintenance and Support)
      - 5.1 Software original total \$82,000 + \$275,265.70 = **\$357,265.70**
    - 1.3 Hardware Price-Total is reduced from \$5,947,507.74 to \$5,792,985.20 = (\$154,521.54)
      - ◆ Increased: 3.2 Hardware / YEAR-1 = **\$154,521.54** (8x5 Full Maintenance and Support)
      - ◆ Increased: 5.2 Hardware / YEAR-1 = **\$154,521.54** (24x7 Full Maintenance and Support)
    - Pricing Total reflects the above changes for a new total of \$9,686,936.97.
 

\$10,116,724.21 (Original Software/Hardware Total)
- \$275,265.70 (move to Software Maintenance)
- <u>\$154,521.54 (move to Hardware Maintenance)</u>
<b>\$9,686,936.97 (New Software/Hardware Total)</b>
    - The bottom table of Exhibit A is also updated, to reflect the \$275,265.70 subtracted from Year-1 Software Price and \$154,521.54 from Year-1 Hardware Price, as well as from the total system price fields.
    - **The overall total contract values within Exhibit A have not changed, charges have only been rearranged.**

All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

18

EXHIBIT A (Rev: 04-18-13)

SERIAL 10151-RFP  
 NIGP CODE 83883  
 RESPONDENT NAME:  
 VENDOR NUMBER:  
 ADDRESS:  
 P.O. ADDRESS:  
 TELEPHONE NUMBER:  
 FACSIMILE NUMBER:  
 WEB SITE:  
 REPRESENTATIVE:  
 REPRESENTATIVE E-MAIL:

Avaya Inc.  
 1501 W. Foothill Parkway, Suite 150  
 Tempe, AZ 85282  
 480-446-5766 480-446-5713  
 www.avaya.com  
 John Oteas, Named Account Director Jim Sizemore (New Named Account Manager)  
 joteas@avaya.com jsizemore@avaya.com

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE SERVICES UNDER THIS CONTRACT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 45 days of utilizing the Procurement Card)</small>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	5%
PAYMENT TERMS. RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
<input checked="" type="checkbox"/> NET 30 DAYS			

1.0 PRICING:		
1.1 SOFTWARE PRICE	\$ 1,157,213.25	Option to provide desktop IBM legacy SL-100 user: ACE 644782 B/w 20545 SW 602720 Services 25211 1151258 Annual 156506
1.2 SOFTWARE CUSTOMIZATIONS	\$5,465.00	
1.3 HARDWARE PRICE	\$5,792,185.20	
1.4 TOTAL SYSTEM PRICE	\$ 7,915,763.45	
2.0 IMPLEMENTATION & TRAINING PRICE	\$2,483,169.52	
<b>Total</b>	<b>\$ 9,498,932.97</b>	** Pricing includes software support for SL-100 for 4 years when it will be active.

3.0 (SAM-SPM) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
3.1 SOFTWARE	\$ 337,265.70	\$ 366,749.09	\$ 403,208.76	\$ 594,538.49	\$ 512,538.49
3.2 HARDWARE	\$ 154,521.54	\$ 219,829.98	\$ 224,729.98	\$ 228,649.98	\$ 228,649.98
4.0 (SAM-SPM) FULL MAINTENANCE AND SUPPORT CAP	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
4.1 SOFTWARE	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49
4.2 HARDWARE	\$ 228,649.98	\$ 228,649.98	\$ 228,649.98	\$ 228,649.98	\$ 228,649.98
					10 Yr TCO = \$ 16,776,851.30

5.0 (24 X 7) FULL MAINTENANCE AND SUPPORT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
5.1 SOFTWARE	\$ 337,265.70	\$ 366,749.09	\$ 403,208.76	\$ 594,538.49	\$ 512,538.49
5.2 HARDWARE	\$ 154,521.54	\$ 248,905.54	\$ 255,785.54	\$ 261,289.54	\$ 261,289.54
6.0 (24 X 7) FULL MAINTENANCE AND SUPPORT CAP	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
6.1 SOFTWARE	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49	\$ 512,538.49
6.2 HARDWARE	\$ 261,289.54	\$ 261,289.54	\$ 261,289.54	\$ 261,289.54	\$ 261,289.54
					10 Yr TCO = \$ 17,862,259.34

1.0 UC VoIP-PRICING:	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
1.1 SOFTWARE PRICE	\$ 392,897.25	\$ 282,240.00	\$ 356,800.00	\$ 125,640.00	\$ -
1.2 SOFTWARE CUSTOMIZATIONS	\$ 55,465.00	\$ -	\$ -	\$ -	\$ -
1.3 HARDWARE PRICE	\$ 2,509,608.67	\$ 884,607.64	\$ 469,812.91	\$ 531,046.40	\$ - \$ 4,795,515.62
1.4 UC VoIP TOTAL SYSTEM PRICE	\$ 3,558,970.92	\$ 1,166,847.64	\$ 626,612.91	\$ 656,686.40	\$ -
2.0 VoIP IMPLEMENTATION & TRAINING PRICE	\$ 2,415,669.52				
3.0 VIDEO CONFERENCE ROOMS	YEAR 1	YEAR 2	YEAR 3		
3.1 SOFTWARE PRICE	\$ -	\$ -	\$ -	Included in core VoIP software	
3.2 SOFTWARE CUSTOMIZATIONS	\$ -	\$ -	\$ -		
3.3 HARDWARE	\$ 508,148.13	\$ 300,253.16	\$ 189,048.29		\$ 997,449.58
3.4 VIDEO CONFERENCE ROOMS TOTAL SYSTEM PRICE	\$ 508,148.13	\$ 300,253.16	\$ 189,048.29		\$ 5,792,965.20
4.0 VIDEO CONFERENCE ROOMS IMPLEMENTATION & TRAINING PRICE	\$ 267,500.00				
<b>5.0 TOTAL SYSTEM PRICE</b>	<b>\$ 6,747,209.57</b>	<b>\$ 1,467,100.80</b>	<b>\$ 815,661.20</b>	<b>\$ 656,886.40</b>	<b>\$ - \$ 9,686,936.97</b>

**AMENDMENT #3**

**AMENDMENT # 3  
to  
Maricopa County**

**Contract Pursuant to RFP – Serial 10151-RFP**

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is the date last signed below (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Contract.

Avaya and Customer agree as follows:

1. The Amendment is issued in order to alleviate a conflict in interpretation of the existing shipping language in the Agreement. Due to this conflict in interpretation Maricopa proposed that the parties split the shipping charges 50% / 50%. However, due to the fact that such a split would require manual intervention on each order, the parties agree instead to the following:
  - a. Change shipping to FOB Destination, effective on the date this Amendment is executed.
  - b. Avaya hereby agrees to zero rate or adjust all shipping charges on orders billed after January 1, 2014 or orders placed after January 1, 2014 through the execution of this Amendment. This will not result in a credit to the County as the relevant invoices have either not billed or shipping charges have been or will be zero rated prior to billing.
  - c. The County is responsible for paying all shipping charges invoiced prior to January 1, 2014, with the exception of a shipping credit previously issued to the County by Avaya in October 2013.
  - d. Avaya's standard ground shipping methods will apply.
  - e. Any expedited shipping requests shall be requested in writing by the County and the County will pay the delta in cost between ground service and the expedited shipping charges. Expedited shipping initiated solely by Avaya shall be the responsibility of Avaya.
  - f. If Avaya is unable to deliver within its established lead times for ordered Products, Avaya shall be liable for any expedited shipping charges.
  
2. As a result of the conflict resolution described immediately above, Exhibit C (Additional Terms and Conditions), Attachment 1 (Supply of Generally Available Products), Section 5.1 Delivery, is here by amended by replacing it in its entirety with the following:
 

5.1 Delivery. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid. Such shipping will be for Avaya's standard ground transportation. Where the County requests in writing a different class of service, including but not limited to overnight deliveries, the County will be responsible for the difference in cost between ground transportation and such expedited delivery service. Expedited shipping initiated solely by Avaya shall be the responsibility of Avaya.

All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

**Customer Information:**

Customer (Corporate Name): Maricopa County	Fax Number:
Street Address:	Telephone Number:
City, State: Phoenix, AZ	Zip/Postal Code: 85003
Billing Address (if different from above):	

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

**CUSTOMER - Maricopa County/Program Manager**

By: Victoria Thomas  
 Name: VICTORIA THOMAS  
 Title: Program Manager  
 Date: 9/8/14

**AVAYA INC.**

By: [Signature]  
 Name: Rick Brown  
 Title: Account Manager  
 Date: 9/5/14

**CUSTOMER - Maricopa County-OET**

By: Janine M Blake  
 Name: Janine M Blake  
 Title: Director of Enterprise Telecommunications  
 Date: 9/10/14

**CUSTOMER - Maricopa County-OET**

By: [Signature]  
 Name: [Signature]  
 Title: Deputy CTO  
 Date: 9/19/14

**CUSTOMER - Maricopa County-OPS**

By: [Signature]  
 Name: Wesley L. Baysinger  
 Title: CPO  
 Date: 9/19/14





**AMENDMENT # 4  
to  
Maricopa County  
Contract Pursuant to RFP – Serial 10151-RFP**

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is the date last signed below (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Contract.

Avaya and Customer agree as follows:

1. The Amendment is issued in order to make the following modifications to the Agreement:
  - a. Add NEW Section 6.31 (Strategic Alliance for Volume Expenditures (\$AVE)) as provided below:

**6.31 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)**

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County.

- b. Add NEW Section 6.32 (Intergovernmental Cooperative Purchasing Agreements (ICPA's)) as provided below:

**6.32 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Exhibit A, your acceptance or rejection regarding such participation of other governmental entities.

All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

**Customer Information:**

Customer (Corporate Name): Maricopa County	Fax Number:
Street Address: 320 West Lincoln Street	Telephone Number:
City, State: Phoenix, AZ	Zip/Postal Code: 85003

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

CUSTOMER - Maricopa County/Program Manager

By: Victoria Thomas  
Name: VICTORIA THOMAS  
Title: Program Manager  
Date: 5/26/16

AVAYA INC.

By: [Signature]  
Name: Michael Lopez  
Title: Sales Director  
Date: 5/21/16

CUSTOMER - Maricopa County-OET

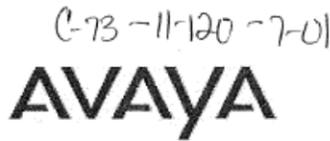
By: [Signature]  
Name: MATTHEW G. MCCORMICKS  
Title: DIRECTOR  
Date: 6/2/16

CUSTOMER - Maricopa County-OET

By: [Signature]  
Name: Kevin [unclear]  
Title: Deputy CSD, ICT  
Date: 6/2/16

CUSTOMER - Maricopa County-OPS

By: [Signature]  
Name: Leslye [unclear]  
Title: OPS  
Date: 6/2/16



**AMENDMENT # 5  
to  
Maricopa County  
Contract Pursuant to RFP – Serial 10151-RFP**

This Maricopa County Contract Pursuant to RFP Serial 10151-RFP (the "Amendment") is entered into between Avaya Inc. ("Avaya") and Maricopa County ("County" or "Customer").

The effective date of this Amendment is the date last signed below (the "Effective Date").

Avaya and Customer are parties to a certain Maricopa County Contract Pursuant to RFP Serial 10151-RFP, contract dated June 8, 2011 (the "Contract" or "Agreement"). Avaya and Customer desire to implement or remove terms and conditions pursuant to which Customer may purchase and/or license from Avaya certain Products and Services.

Capitalized terms used in this Amendment but not defined will have the meanings given them in the Contract.

Avaya and Customer agree as follows:

1. Pursuant to and as provided in Section 1.2 (Contract Term) of the Contract, the parties hereby agree to renew the agreement for five (5) years from July 1, 2016 through June 30, 2021.

2. Modify Section 6.2 (INSURANCE) as provided below:

- a. Section 6.2.1 is hereby replaced in its entirety with the following:

6.2.1 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 A- VII. 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.

- b. Section 6.2.9 is hereby replaced in its entirety with the following

**6.2.9 Commercial General Liability:**

Commercial General Liability insurance augmented with, Commercial Umbrella insurance if necessary, with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 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, and shall not contain any provision which would serve to limit third party action over claims. 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.

- c. Section 6.2.10 is hereby replaced in its entirety with the following:

**6.2.10 Automobile Liability:**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than

\$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

- d. Section 6.2.11.1 is hereby replaced in its entirety with the following

6.2.11.1 Workers' Compensation:

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 under this Contract; and 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.

- e. Add a NEW Section 6.2.14 (Crime Insurance) as provided below:

6.2.14 Crime Insurance

Policy Limit:

6.2.14.1 The policy shall be issued with minimum limits of \$100,000.

6.2.14.2 The policy shall include coverage for all directors, officers, agents and employees of the Contractor.

6.2.14.3 The policy shall include coverage for third party fidelity.

6.2.14.4 The policy shall include coverage for theft.

6.2.14.5 The policy shall contain no requirement for arrest and conviction.

6.2.14.6 The policy shall cover loss outside the premises of the Named Insured

3. Add a NEW Section 6.33 (PUBLIC RECORDS) as provided below:

6.33 PUBLIC RECORDS. All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

4. Add a NEW Section 6.34 (INFLUENCE) as provided below:

6.34 INFLUENCE.

As prescribed in MC1-1203 of the Maricopa County Procurement Code, any effort to influence an employee, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

5. In Section 6.30.3, replace Exhibit A-2, as amended in - Amendment #1, in its entirety with a new Exhibit A-2, attached hereto and incorporated herein.
6. Add a NEW Exhibit A-2.1 (Avaya Professional Services-Standard Commercial Rates) attached hereto and incorporated herein.

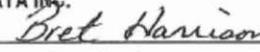
All other terms and conditions of the Contract not otherwise supplemented and/or amended herein shall remain unchanged and in full force and effect.

**Customer Information:**

Customer (Corporate Name): Maricopa County	Fax Number:
Street Address: 320 West Lincoln Street	Telephone Number:
City, State: Phoenix, AZ	Zip/Postal Code: 85003
Billing Address (if different from above):	

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives with the intent to be legally bound as of the Effective Date, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged.

Maricopa County  
 By:   
 Name: CLINT HICKMAN  
 Title: CHAIRMAN BOARD OF SUPERVISORS  
 Date: JUN 17 2016

AVAYA INC.  
 By:   
 Name: Bret Harrison  
 Title: Vice President  
 Date: 6/9/2016

Attested  
 By:   
 Name: FRAN MCCARROLL  
 Title: CLERK, BOARD OF SUPERVISORS  
 Date: JUN 17 2016

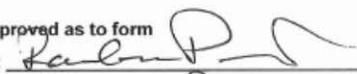
Approved as to form  
 By:   
 Name: RAMONA PENNINGTON  
 Title: Deputy County Clerk  
 Date: June 15, 2016

Exhibit A-2

Discount Schedule and Purchase Commitments

1. Product Discount Schedule

The following discounts, to be applied to the prices in Avaya's Global Price List (GPL), shall apply to Products purchased under this Agreement for five (5) years after the Effective Date. The discounts shall apply only to the Product price and shall not apply to any other items, including but not limited to Implementation & Professional Services, Maintenance Services, other Services, shipping, taxes, or transportation charges.

Avaya Product Group	Material Price Group ("MPG")	Price Group Description	Discount	
Definity® / Intuity / MultiVantage Group Hardware and Software	A1	CM Common Equipment	51.00%	
	A2			
	DU			
	DP	CM CSI Server		
	DR	CM R Server		
	DS	CM SI Server		
	IG	CM S8500, S8700, S8710, S8720 Server and Gateways		51.00%
	IH	S8300 Server and Gateways		
	IR	S8100 Server		
	DA	CM Application Software		51.00%
	IS	IP Common Software		
	DB	INTERGRATED MGMT		
HT	High Density Trunk Gateways	15.00%		
IP Terminals	IE	IP Endpoints	51.00%	
	IT	IP Softconsole		
	DT	DCP Terminals		
Messaging, Speech Access and Unified Communications Software	OR	Octel 250/350	51.00%	
	OS	Octel 200/300		
	DX	Audix		
	U2	Modular Messaging Hardware		
	U3	Modular Messaging Software		

	IL	ECAD - Intuity Lodging	
	IM	Internet Messaging	
	W1	Converged Conferencing Hardware	
	W2	Converged Conferencing Software	
	UM	Unified Messaging	
	UC	Unified Communication	
	IA	ECAD - Intuity Audix	51.00%
	I6	Intuity Audix hardware	
	IB	ECAD - Intuity Interchange	
Call Center Solution	CR	CRM/Call Management Software	51.00%
	NH	ECAD/ Call Center CTI	
	QQ	ECAD Contact Center	
Networking	J1	Networking Group 1	51.00%
	J2	Networking Group 2	51.00%
	J3	Networking Group 3	51.00%
	J4	Networking Group 4	51.00%
	J5	Networking Group 5	51.00%
	J6	Networking Group 6	51.00%
	J7	Networking Group 7	51.00%
Collaborative Peripherals	RC	Polycom Peripherals, Picturétel	15.00%
	RK	OEM - Other HW/SW including Data Access - Paradyne	
	XR	Peripheral Equipment / Analog Terminals	
WFO	QW	WFO	51.00%
Radvision	VE	Endpoints	51%
	VF	Infrastructure	51%
Non-Discountable	DC	CM Custom Software	0.00%
	TR	Training	
	WX	Wireless Resale	

ZC	ECAD - Non-Discountable
ZN	Non-Discountable
ZO	OEM - Custom Solutions
ZS	SMBS Non-Discountable
ZZ	Misc. Equipment

**2. Other Discounts:**

- a. Discountable Hardware Maintenance – 10% of current GPL.
- b. Discountable Installation and Professional Services – 15% off and subject to the Avaya Professional Services Rate sheet, attached hereto and incorporated herein as Exhibit A-2.1

Exhibit A-2.1

Avaya Professional Services

**Standard Commercial Rate sheet (without discounts)**

**Clarifications and Exclusions:**

o The following rates, shall apply to Avaya Professional Services purchased under this Agreement for one (1) year after the effective date of the extension amendment, Amendment #5. Thereafter, Avaya may increase the rates once annually, by no more than 3%. The rates shall apply only to the Avaya Professional Services and shall not apply to any other items, including but not limited to Products, Maintenance Services, shipping, taxes, or transportation charges.

o As the following Professional Services offers change, this list may be updated from time to time.

o Travel and Living Expenses will be in addition to the rates provided below.

o Time and Material (T&M) rates may vary from the rates listed below.

			Std Commercial Hourly Rate
Technician	USA	\$	205.00
Software Specialist	USA	\$	214.00
Software Associate	USA	\$	152.00
Program Manager Global	USA	\$	235.00
Network Integration Engineer	USA	\$	214.00
Call Center Consultant	USA	\$	250.00
Advanced Solution Architect	USA	\$	300.00
Trainer	USA	\$	115.00
Applications Solutions Consultant	USA	\$	225.00
Application Solutions Consultant (IVR, Dialer and Reporting ASCs)	USA	\$	300.00
Software Associate	USA	\$	152.00
Software Specialist	USA	\$	214.00
Project Manager	USA	\$	225.00
Technician	USA	\$	205.00
Advanced Solution Architect	USA	\$	300.00
Call Center Consultant	USA	\$	250.00
Program Manager Global	USA	\$	235.00
Software Associate	USA	\$	152.00
Call Center Consultant	USA	\$	250.00
Software Specialist	USA	\$	214.00
Technician	USA	\$	205.00
Project Manager	USA	\$	225.00
Program Manager Global	USA	\$	235.00
Trainer	USA	\$	115.00
Advanced Solution Architect	USA	\$	300.00
Technician	USA	\$	205.00
Trainer	USA	\$	115.00

Program Manager Global	USA	\$	235.00
Applications Solutions Consultant	USA	\$	225.00
Strategic Communications Consultant	USA	\$	300.00
Communication Mgr Integrator	USA	\$	214.00
Project Manager	USA	\$	225.00
Technical Project Manager	USA	\$	225.00
Network Integration Engineer	USA	\$	214.00
Call Center Consultant	USA	\$	250.00
Integrated Mgmt Consultant	USA	\$	250.00
Technical System Integrators	USA	\$	225.00
Software Associate	USA	\$	152.00
Software Specialist	USA	\$	214.00
Program Manager Global	USA	\$	235.00
Applications Solutions Consultant	USA	\$	225.00
Project Manager	USA	\$	225.00
Technician	USA	\$	205.00
Software Specialist	USA	\$	214.00
Software Associate	USA	\$	152.00
Network Integration Engineer	USA	\$	214.00
Call Center Consultant	USA	\$	250.00
Trainer	USA	\$	115.00
Advanced Solution Architect	USA	\$	300.00
Program Manager Global	USA	\$	235.00
Software Specialist	USA	\$	214.00
Trainer	USA	\$	115.00
Technician	USA	\$	205.00
Call Center Consultant	USA	\$	250.00
Program Manager Global	USA	\$	235.00
Project Manager	USA	\$	225.00
Software Associate	USA	\$	152.00
Advanced Solution Architect	USA	\$	300.00
Strategic Communications Consultant	USA	\$	300.00
Program Manager Global	USA	\$	235.00
Applications Solutions Consultant	USA	\$	225.00
Call Center Consultant	USA	\$	250.00
Integrated Mgmt Consultant	USA	\$	250.00
Technical System Integrators	USA	\$	225.00
Communication Mgr Integrator	USA	\$	214.00
Mid Market Consultant	USA	\$	190.00
Technical Project Manager	USA	\$	225.00
Technician	USA	\$	205.00
Trainer	USA	\$	115.00
Software Associate	USA	\$	152.00
Project Manager	USA	\$	225.00
Network Integration Engineer	USA	\$	214.00

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Software Specialist	USA	\$	214.00
Quality Assurance Engineer	USA	\$	150.00
Offshore Software Developer	USA	\$	150.00
Project Manager	USA	\$	225.00
Technical System Integrators	USA	\$	225.00
Communication Mgr Integrator	USA	\$	214.00
Call Center Consultant	USA	\$	250.00
Technician	USA	\$	205.00
Software Specialist	USA	\$	214.00
Trainer	USA	\$	115.00
Software Associate	USA	\$	152.00
Network Integration Engineer	USA	\$	214.00
Mid Market Consultant	USA	\$	190.00
Program Manager Global	USA	\$	235.00
SPOC	USA	\$	0.40
<b>Resources for annual engagements</b>			
CSM.33	Annual	\$	75,000.00
RSE	Annual	\$	240,000.00

AVAYA INC, 1501 W. FOUNTAINHEAD PARKWAY, STE. 150, TEMPE, AZ 85282

PRICING SHEET: NIGP CODE 83883

Vendor Number: 2011001209 0

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2016 2021.**