

SERIAL 14103 S

**AVAYA ENTERPRISE COMMUNICATIONS SYSTEM
SUSTAINMENT**

DATE OF LAST REVISION: October 05, 2016

CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH ~~JANUARY~~ DECEMBER 31, 2018 2017

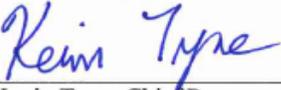
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **AVAYA ENTERPRISE COMMUNICATIONS SYSTEM
SUSTAINMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 21, 2015**.

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/at
Attach

Copy to: Office of Procurement Services
Amie Bristol, MCSO
Shelly Bunn, MCSO

(Please remove Serial 08039-S from your contract notebooks)

AVAYA ENTERPRISE COMMUNICATIONS SYSTEM SUSTAINMENT

1.0 INTENT:

The contractor shall furnish all necessary services, qualified personnel, tools/equipment, transportation, and facilities, not otherwise provided by the Maricopa County Sheriff's Office (MCSO) and Telecommunications Technology Division (TTD), to successfully maintain the operation and performance levels of the MCSO owned Avaya Enterprise Communications Systems (ECS) comprising of several telephone service switching nodes, an Interactive Voice Response (IVR) capability hosted on two Avaya IR server platforms as well as a large Avaya Aura Messaging (AM) voice messaging system. Further, there are several critical Avaya adjunct systems integrated with the Avaya ECS and together these systems provide quality landline voice telecommunications service and access for the MCSO into the public switched network. The purpose of this bid is to obtain a maintenance support contract for the existing large and critical Avaya ECS and adjunct systems for continuous telecommunications service to support the MCSO law enforcement and detention operations 24 hours a day, 7 days a week.

A successful transition from the current Avaya maintenance contract ending on December 31, 2014 to a contractor awarded this contract beginning on January 1, 2015 is critical. Therefore, it is imperative that the awarded contractor participate in an intense orientation period as well as a series of joint workshops in the first forty (40) days of the contract following award to define the MCSO TTD processes and to plot a common roadmap to achieve all of the contract required performance objectives. An inventory by the contractor will be accomplished of all the deployed Avaya ECS and Avaya adjunct systems. The contractor's designated project manager (PM) will need to begin on-site operations to provide input and other contributions in mutually defining and agreeing to the processes to fully achieve the defined levels of telecommunications system maintenance support for MCSO for the term of the contract.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.17 and 2.18, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work. County also reserves the right to revise the requirements prior to contract award.

Windstream has read and understands.

2.0 SCOPE OF SERVICES:

2.1 CURRENT AVAYA ENTERPRISE COMMUNICATIONS SYSTEM:

- 2.1.1 Avaya ECS:
S8710s- running CM 3.1.2 version software on three fully redundant switches, and two running software version CM 6.3.1, Session Manger 6.3, and System Manager 6.3, supporting MCSO voice applications.

Windstream has read and understands.

- 2.1.2 Call Accounting System* (CAS) Metropolis Office Watch Ultra Green version 2014.05.05:
Metropolis brand call accounting system where each and every call's call detail, to include each and every station to station call on the ECS, is captured and logged. Also inbound and outbound long distance calls will similarly have call records captured and logged.

Windstream has read and understands.

- 2.1.3 Avaya Aura Messaging (AM) Avaya version 6.3:
Supporting MCSO voice processing applications including: voicemail locally and

remotely (off site) for station users; voicemail locally and remotely (off site) for non-station users, primarily deputies performing patrol duties.

Windstream has read and understands.

- 2.1.4 Call Management System and Voice Announcement over LAN (VAL) Boards:
Call Management system software operates at two S8710 sites providing call center functionality to the MCSO TTD Avaya ECS with 200 licenses on hand for MCSO users. It also uses an Avaya brand recording capability that exists at the main node and at four major nodes to assure a very high availability of announcements and to provide great flexibility in creating and changing announcements during special events.

E911 System: Redsky* brand E911 software, version 3.0. This Redsky capability allows Avaya ECS landline users when they dial 911 or 9911 to provide the PSAP through Century Link a precise street address so that emergency response assets are sent to the location where help is needed.

Windstream has read and understands.

- 2.1.5 Extreme XOS Network* version 12.3.3.6: Extreme Network: MCSO TTD has installed, operates and maintains a five node dedicated wide area network to support MCSO office wide Avaya ECS voice operations. All five S8710 nodes, remotes and collocated with the Avaya IR enabled IVR capability at the MCSO Data Center.
Installed hardware includes:
5 Extreme X450a – 24x
20 Extreme X450e – 48p

Windstream has read and understands.

- 2.1.6 Interactive Response (IR) version AIR 1.2.1.085:
2.1.6.1 Currently, two Avaya IR platforms running UNIX are combined with several servers operating Microsoft software supporting the fusion and use of text to speech (TTS)* software from Nuance, specifically using Speechify 3 software. Current applications may be modified by the successful contractor over the term of the new contract when requested by MCSO TTD. Also, Interactive Voice Response (IVR) applications may also be built over the contract term. A planned IR replacement during the contract term may be contemplated.

2.1.6.1.1 Sheriff Inmate Management System (SIMS) is an inmate information system provided to allow friends, family, attorneys, and others to automatically retrieve information on inmates in the MCSO jails.

Windstream has read and understands.

- 2.1.7 Avaya Administrative Software/Hardware: Avaya ECS and Avaya Adjunct system administration is enabled by the use of management software for all the deployed connected systems that comprise the telephony infrastructure including the Avaya ECS components and the Avaya adjunct systems. Administrative PCs: MCSO TTD uses one desktop and two laptops from the 550 W. Jackson, 2nd floor, Phoenix, AZ, location to administer the Avaya ECS and Avaya Adjunct System.

Windstream has read and understands.

- 2.1.8 Polycom Video Conference MGC 50 Software version 6
There are currently six units located at five MCSO sites in Phoenix that are equipped and operating video conferencing over IP and ISDN enabled Polycom units. Also, a MGC 50 video conference bridge is tied to each Polycom unit to enable a video conference at multiple locations.

Windstream has read and understands.

- 2.1.9 Avaya Spectel version 30302ai and system software version UnixWare 7.1.1:
Audio Conferencing: One bridge is operating at Madison Street Jail supporting scheduled audio conferences for MCSO subscribers on a scheduled basis.

Windstream has read and understands.

- 2.1.10 G700 S8300 Local Survivable Processor (LSP) and G350 S8300 LSP Remotes: MCSO TTD has installed 16 remotes throughout the Sheriff's Office equipped with local Survivable Processor Capabilities. The G700 sites each serve 50 or more users' with digital telephone service and have 2 T1 circuits that link a G700 remote location into the MCSO Avaya ECS. The G350 sites each serve fewer than 50 users with digital telephone service and have one T1 circuit that link a G700 remote location into the MCSO Avaya ECS.

Windstream has read and understands.

- 2.1.11 Exchange Server*: MCSO has deployed and used an Exchange server to receive and retransmit alarms to MCSO TTD system maintainer email accounts and to their cell phone with text capabilities.

Windstream has read and understands.

- 2.1.12 Uninterrupted Power Supply (UPS): Each Avaya ECS node except the MCSO Data Center has installed an Avaya/PowerWare brand UPS battery backup system to keep key Avaya ECS elements working in the event of a commercial power interruption.

Windstream has read and understands. Please see response 2.4.3

- 2.1.13 Expansion Port Networks (EPN): One current S8710 CM site, Towers jail, located within the Durango complex has two EPN systems connected to it. One is located at the Estrella Jail and the second EPN serves subscribers within and near the Enforcement Support Building. These two building are located to the Towers Jail and within the Durango Complex. It is contemplated that these two 10 year old EPN systems will be replaced with Avaya G650 Media Gateways during the term of the contract.

Windstream has read and understands.

- 2.1.14 Network Accessible Storage* (NAS) allows for backup of critical data and applications. One site is at the MCSO Data Center and the other site is located at Lower Buckeye Jail. All systems software and data updates shall be backed up routinely by the contractor. The interval of backups must be coordinated with and approved by MCSO TTD.
*Avaya adjunct system

Windstream has read and understands.

2.2 HARDWARE SUPPORT AND UPGRADES:

2.2.1 EQUIPMENT SET TYPES:

The contractor shall create a Manufactured Discontinued (MD) plan for all the types of phones currently in use by MCSO. The Contractor shall list all phones that are Manufactured Discontinued (MD) and no longer supported by Avaya. The contractor shall insure that the current MCSO inventory of Avaya/Lucent digital phones / ancillary devices shall be functionally supported by the contractor on the MCSO TTD Avaya ECS.

The current set support types include: 2420, 6408D+, 6416D+, 6424D+, 8410B, 8410D,

8434D, 4620SWIP, 4630BIP, 9640IP, SIP 96XX , XM22, XM24 and EU24.

Windstream has read and understands.

Please note, the following products will be supporting in a best effort fashion for the following systems: IVR, Spectel, Witness, older UPS, and Polycom video conferencing. When these systems are upgraded we can include manufacturer support to provide full coverage.

2.2.2 PREVENTIVE/ROUTINE MAINTENANCE:

2.2.2.1 Contractor shall provide continuous and necessary preventive/routine maintenance to the Avaya ECS and the Avaya adjunct systems owned by MCSO TTD as required by the OEM.

Windstream will work within the guidelines of the Manufacturer(s) and will perform a Quarterly PM visit to make sure all components are in working order.

2.2.2.2 Contractor shall maintain the system such that the OEM standards for reliability, including those that are higher because of redundancies installed in key components are met or exceeded.

Windstream will install service effecting Patches to the components based on the Manufacturer recommendations

Windstream has read and understands.

2.2.2.3 Contractor shall maintain the existing voice messaging system to allow for the transmission of messages at any time even when minor upgrades or trouble restoral actions are being accomplished by the contractor.

Windstream has read and understands.

2.2.2.4 Contractor shall maintain all switching, transmission, and ancillary services, in operation and in a good state of repair, consistent with specifications as furnished by the OEM, in order to meet the availability, reliability, and performance requirements, as specified in this contract. The contractor shall collect, evaluate and maintain system data, plan and implement approved system upgrades, and establish the criteria, parameters, processes, and procedures required to provide quality services.

Windstream has read and understands.

2.2.2.5 Contractor shall provide continuous and necessary patch management, shall review each PCN from Avaya and the contractor shall recommend, after study, to MCSO TTD what patches should be applied to the Avaya ECS and the Avaya adjunct systems to optimize operations and minimize risk.

Windstream will install service effecting Patches to the components based on the Manufacturer recommendations

2.2.2.5.1 Firmware shall be kept current by the contactor.

Windstream has read and will comply.

2.2.2.5.2 Reboots shall be performed by the contractor for the components of the Avaya ECS and Avaya Adjuncts.

Windstream has read and will comply. Windstream's Maintenance & Service Plans provide customers preventative maintenance, contract

labor rates, guaranteed response times and options for monitoring. Additionally, many plans include labor on any repair issues that may arise through the course of the maintenance term.

Windstream shall perform Preventative Maintenance actions on an annual basis. The on-site technician will be responsible for completing a Preventative Maintenance Checklist and the results of the checklist will be kept on file for review. The purpose of the Preventative Maintenance measures is to ensure the PBX is in proper working order, to surface any potential problems that need to be rectified and Windstream will incorporate the manufacturer's recommendations. The Service Descriptions for Avaya Support Advantage Essential Co-Delivery and Preferred Co-Delivery Support services version 1.9 (November 15, 2012) is included by reference.

2.2.3 WIRING STANDARDS:

All cable and wire installed by the contractor shall be in accordance with the MCSO TTD current wiring standard. All standards shall be in accordance with Building Industry Consulting Service International (BICSI) requirements. All cable and wire installed by the contractor shall be in accordance with National Electrical Code, the National Fire Protection Association and all local regulations governing such installations (e.g. Plenum Rated cable wire in air plenum return ceilings).

The contractor shall also be responsible for adhering to building specific guidelines concerning the installation of wiring in dropped ceilings.

Windstream will comply

BICSI certification is highly valued in our industry, and most of our field technicians are BICSI trained, with a goal of 100% trained. This certification requires ongoing education and a higher standard of knowledge and technical expertise. Our high percentage of BICSI trained professionals has allowed us to become a BICSI Prestige Platinum Contractor, one of a few in the United States.

2.2.4 EXISTING WIRING:

Windstream, being the incumbent is fully aware of the wiring environment at MCSO and complies with all the below.

2.2.4.1 MCSO TTD-owned wire within buildings shall be available for reuse, provided that such reuse does not disrupt service to any user.

Windstream has read and understands.

2.2.4.2 The contractor shall be solely responsible for locating and identifying, testing and maintaining any wiring to be reused, when the MCSO TTD has specified the terminating IDF and station-side points.

Windstream has read and understands.

2.2.4.3 Wiring to be reused shall meet the same standards as new wiring.

Windstream has read and understands.

2.2.4.4 The contractor shall not be responsible for locating and identifying wire for reuse, in locations where the MCSO TTD has assumed responsibility for its own wiring facilities.

Windstream has read and understands.

2.2.4.5 As cross connects are disabled, the contractor shall be responsible to remove

all dead jumpers/cross-connects at the Main Distribution Frame (MDF) and Intermediate Distribution Frames (IDF), and to restore all terminals to original standard wiring specifications including identification of pairs and MDF station blocks.

Windstream has read and understands.

2.2.4.6 MCSO TTD owned cable and wire between buildings shall be available for reuse provided that such reuse does not disrupt service to any user. The contractor shall be solely responsible for locating, identifying, testing and maintaining any cable and wire to be reused. Reused outside cable shall meet the same standards as new cable.

Windstream has read and understands.

2.2.4.7 Title to contractor-purchased outside (inter-building) wiring installed for the exclusive use of the MCSO TTD under this contract shall vest to the MCSO TTD.

Windstream has read and understands.

2.2.5 NEW/REPLACEMENT EQUIPMENT:

2.2.5.1 EQUIVALENTS ACCEPTABLE:

Unless MCSO TTD otherwise certifies as an approved equivalent, all customer premises equipment shall be new. Where proprietary equipment hardware specifications are used, the proprietary characteristics are used only to denote the quality and operational standard for the brand, make, or manufacturer. They are used to set forth and convey to prospective Responders the general style, operation, type, character, and quality of equipment desired.

Approval may require MCSO TTD to see and test an example of a requested equivalent.

Windstream complies. Windstream will work with the appropriate parties within the county to verify the equipment that is being replaced and the replacement equipment type.

2.2.5.2 EQUIPMENT ACCEPTABILITY:

Where repair functions require replacement of equipment and software, only new models which will be available on the date the response to the repair request is submitted will be considered acceptable.

Windstream complies. Windstream will work with the appropriate parties within the county to verify the equipment that is being replaced and the replacement equipment type.

2.3 SOFTWARE SUPPORT AND UPGRADES:

MCSO TTD subscribes to a concept of keeping software up to date to minimize outages and cause the least amount of disruption to MCSO customers.

2.3.1 MCSO TTD WITNESSING:

MCSO TTD shall have the right to witness all tests. Contractor shall notify the MCSO TTD at least five (5) working days prior to the starting of all factory, subsystem, and system level testing. The MCSO TTD shall have the right to request all test reports and to conduct a review of all testing.

Windstream has read and complies.

2.3.2 UPGRADE PROTECTION PLAN:

The contractor shall include a subscription for Upgrade Protection Plan for Communication Manager for all MCSO TTD sites having CM in the installed Avaya ECS. This plan shall exist in the base term of the contract and in all optional extensions exercised by MCSO.

Windstream will include The Manufacturer Upgrade Protection Plan where available.

2.3.3 UPGRADE NOTIFICATION PLAN:

The contractor shall, through the normal course of maintaining the Avaya ECS and Avaya adjunct systems and associated equipment, provide recommendations for OEM system and software upgrades. The contractor shall furnish full documentation of all changes and/or modifications to the system provided to meet the MCSO requirements. In the case of new software level releases, the MCSO TTD may elect to accept the later versions of the software. Any reprogramming of additional equipment required to accommodate such later version will be at MCSO TTD expense. The existing software shall be maintained to conform to and perform in accordance with the OEM functional descriptions and data requirements. The contractor shall furnish the most current version of user manuals and publications for all system and software upgrades provided under this contract.

For any software upgrade the contractor will define a specific written action plan that will include the following:

2.3.3.1 Preconditions to be met prior to the installation

2.3.3.2 Explanations of outages, if any, with length predicted

2.3.3.3 Resources required including material, technicians and time

2.3.3.4 Descriptions of the steps or actions that must take place for the work to be done.

2.3.3.5 An owner of each step or action

2.3.3.6 A plan to revert to the prior condition before the upgrade or new installation if the installation goes askew at a decision point, if necessary.

Windstream complies with all listed.

2.3.4 MAINTENANCE (SOFTWARE RELEASE MANAGEMENT (SRM) OR EQUIVALENT):

Support shall be included to sustain all Avaya ECS and Avaya adjunct systems software and for complete maintenance support for all Avaya ECS and Avaya adjunct systems hardware except for station equipment.

It is mandatory that the successful contractor manage and have their technicians apply all patches and firmware updates and reboot all Avaya ECS and Avaya adjunct systems equipment as recommended by the OEM.

Contractor shall immediately advise in writing MCSO TTD notice on the end of manufacturing and on the end of service dates for any component item or software when known for the MCSO owned Avaya ECS and Avaya adjunct systems.

Windstream has included pricing for a Customer Service Manager to meet this requirement. Managing which patches are applicable and or service effecting needs project management and careful planning. We have included pricing for Avaya's SRM

management as an option for consideration and further discussion as the service is very costly. Windstream will include the SRM package as an option on the Avaya equipment/software and will apply all service Effecting Patches based on the manufacturers recommendations.

2.3.5 UPGRADES, EXPANSIONS AND NEW CAPABILITIES DEPLOYMENTS:

2.3.5.1 During the contract period MCSO will open and close facilities as well as expand and shrink other facilities. In addition, staffing levels at current facilities will fluctuate.

Maricopa County may terminate a service in accordance with the termination for default provisions set forth herein.

2.3.5.2 The contractor shall provide a methodology, including project management, to allow successful on-time and on-budget upgrades, expansions and new capabilities deployments to the Avaya ECS and Avaya adjunct systems.

Windstream complies. We have met this requirement on every project we have installed for MCSO.

2.3.5.3 Describe the professional service capabilities of your firm to accomplish upgrades, expansions and new functionality deployments.

Windstream ISG Implementation comprises professional Project Managers with PMI PMP accreditation, certified software specialists, certified network and integration engineers, certified software associates, certified contact center specialists, and certified systems engineers some of whom are field technicians. These teams are Windstream full-time employees and are have extensive experience in delivering highly complex solutions based on Avaya technology.

2.3.5.4 Describe prior engagements for large law enforcement customers where your firm has successfully acted as the integrator to accomplish significant upgrades, expansions and new functionality deployments in a complex Avaya centric environment.

Windstream, including the original Quagga teams, has worked extensively with MCSO to complete a variety of deployments, upgrades and integration projects related to their Avaya systems and infrastructure over the course of the last 5 years.

Sheriff's Department (MCSO) projects

Sheriff's Department - Extreme Network

QTY 5 - X450A-24x LAN Switches

QTY 20 - X450E-48P Core Switches

Sheriff's Department - RedSky E911

Upgrade to RedSKy E911 Manager V6

MCSO PO # 14410040125

Sheriff's Department - Metropolis Upgrade

Migrate from OW Enterprise to OfficeWatch XT

Sheriff's Department (MCSO) Head Quarters

Windstream supported Avaya with all aspects of this project.

Attended all weekly project meeting in support of MCSO.

Made all project required changes to the following systems:

Madison Street Jail

District 7

SID

4th Ave Jail

District 1

Disrict 4

JID/Roeser

Aviation

Medical Center

Antehm

Lower Buckeye Jail (LBJ)

Data Center

District 2

District 3

Range

Queen Creek

West Court Building (WCB)

Training Center

Towers Jail

Enforcement Support

Estrella Jail

HQ building (LBJ ESS)

Sheriff's Department - Lower Buckeye Jail (LBJ) – CM upgrade to R6.x

Upgrade of an existing CM5.1.2 S8730 with MM3.1 to CM6 DL360 and AAM 6.x. There is (1) ESS Site and (6) Remote LSP Sites requiring server changes.

Sheriff's Department - Well Fargo Building

Sheriff's Department move "out" from the Wells Fargo Building

Windstream will closely coordinate with the Sherriff's office to insure all work to be done during business hours.

Sheriff's Department - Madison Street Jail

Sheriff's Department move "out" from the Madison Street Jail Building

Windstream will closely coordinate with the Sherriff's office to insure all work to be done during business hours.

Sheriff's Department - Hospital Annex

Installation of a G700 System off the 4th Ave Jail system.

QTY 15 Telephones, 1-MM711, 2-MM712, Extreme Data Switch

Sheriff's Department - HIDTA (SID)

Installation of QTY 1 - MM712, Cables and Patches Panels to support Re-Termination

Sheriff's Department – "Anthem Office"

Installation of a G700 System off the 4th Ave Jail system.

QTY 15 Telephones, 1-MM711, 2-MM712, Extreme Data Switch

The contractor shall keep all Avaya ECS and Avaya adjunct systems on precise time as provided by a designated MCSO time server.

Windstream has read and will comply.

2.4 CUSTOMER SUPPORT:

2.4.1 CUSTOMER SERVICE CENTER:

The contractor shall provide a single, toll free, Customer Service Center as well as secured web access for maintenance requests (trouble reports) 24 hours per day, seven days a week for MCSO TTD staff. The contractor shall guarantee that sufficient contractor staff and equipment are available and functioning to accommodate uninterrupted receipt of maintenance requests.

The Maricopa County shall have the use of a Windstream provided Toll Free Telephone Number to report service issues to the National Service Center. The Toll Free Number will be routed to the appropriate team member for The Maricopa County to initiate the process of resolving service related issues. Each ticket created for The Maricopa County shall be reviewed by the assigned Client Service Manager to ensure that the service issue is handled properly and will also act as the first point of escalation. This number may also be utilized for opening new MAC tickets, or any other inquiries. MCSO will have access to a web portal to view history and status of closed and open tickets. MCSO may also send an email with a trouble report.

2.4.2 FEATURES AND REQUIREMENTS:

The contractor shall maintain all applicable software and hardware required to support all features, services, and capabilities, for the Avaya ECS, Avaya IR, Avaya AM and Avaya adjunct systems which are allowed by the current system configuration and are contained in the original equipment manufacturer (OEM) standards and practices. The contractor shall support all features that are supported by Avaya for any new products that are introduced into any system, and do not violate any existing warranties and guarantees. The contractor shall maintain Avaya ECS hardware/software and Avaya adjunct systems hardware/software to ensure that all hardware, software, ancillary devices and activated features and services are performing in accordance with OEM standards and also in accordance with the performance objectives identified by the contractor in their Quality Maintenance Support Plan.

Windstream has read and will comply.

2.4.3 UNINTERRUPTED POWER SUPPLY (UPS):

The contractor shall install network connections to all UPS SNMP ports to capture information to provide data input and to e-Notify applications hosted at MCSO TTD to monitor and manage all the PowerWare brand UPS deployed equipment supporting the Avaya ECS operation.

Also, in the first sixty (60) days of this contract the contractor shall establish PowerWare temperature and humidity sensors at each Avaya ECS site and integrate the reporting of these temperature and humidity readings into the newly installed e-Notify management system.

Windstream will provide support on the POWERWARE UPS once a Site survey has been completed to review and test the existing equipment. If the survey shows that items are needed to be replaced, Windstream will work with the county to complete the work as agreed by the parties. Once completed, Windstream will provide a support agreement starting from the time the survey and/or the replacement is completed. Windstream is responsible for the support and maintenance of the UPS equipment

under the current contract and will continue to provide the support and maintenance under the new contract upon contract award including the transition period. At no time will the support and maintenance of the UPS equipment be discontinued regardless of the expiration of the current contract.

2.4.4 AVAYA TIER 1, 2, 3, and 4:

The contractor shall provide on a continuous basis *Tier 1, 2, 3, and 4* services. Non-AVAYA responders shall contract with AVAYA directly for provision of these services and will be considered the primary contact with Avaya for this contract. Contractor shall provide proof at the time of award.

Windstream has read and will comply.

2.4.5 SPECIAL HANDLING / NOTIFICATION INSTRUCTIONS:

Within 60 days of the start of this contract the Contractor shall review and edit with MCSO TTD representatives the special handling / notifications instructions at all Tier 1, 2, 3 and 4 help desks to optimize the support relationship of the contractor and to ensure all outage / restoral and troubleshooting actions are as expedited, efficient and effective as possible

Windstream has read and will comply.

2.4.6 WORK MANAGEMENT:

The contractor trouble ticket/management system is expected to be used to track MCSO Avaya ECS and Avaya adjunct systems problems and their resolution actions. The contractor shall provide a management support system and allow MCSO TTD staff to access the system remotely throughout the contract. *MCSO TTD data and trouble tickets shall be archived for a minimum of one (1) year.*

No trouble ticket initiated by MCSO shall be closed without concurrence of the closure action by a MCSO TTD staff member.

Windstream has read and complies.

Windstream has built its reputation on delivering responsive service to customers. Our 24/7/365 contact center is staffed by our own Windstream employees who are dedicated to resolving any issues and keeping your IT infrastructure operational. You can reach our contact center by calling our toll free number at 866-404-4826 or by email at wci.service.request@windstream.com. Requests for new user access can be made through your project coordinator, or by submitting a Service Request through the NOC.

2.4.7 ESCALATION:

The contractor shall provide 24 hours a day, 7 days a week a human point of contact at Tier 1 for trouble reporting and resolution. Escalation to Tiers 2, 3 and 4 shall smoothly occur if the trouble is not resolved.

Windstream has read and will comply.

When the service delivered by a subsystem of the MCSO owned Avaya brand infrastructure fails, it must be restored, repaired or replaced in the most expeditious manner possible. When a contractor's time to restore an Avaya ECS and Avaya adjunct system that is not operational is exceeded, it is expected that the contractor shall escalate to the appropriate level of the contractor's organization to obtain the resources, people or parts so that the outage is ended or service is returned to normal.

It is mandatory for critical and major outages or service interruptions that the contractor accomplishes root cause and case closure investigations and provides MCSO TTD with the results of those analyses within 15 business days at no cost to MCSO.

Windstream has read and will comply.

2.4.8 OUTAGES AND SERVICE INTERRUPTIONS:

Outages and service interruptions are defined as follows:

Critical Outage/Service Interruptions: The interruption of telephone service at any entire site or at any jail site for 50% of the subscribers in any inmate area at any jail that lasts more than 30 minutes, or when there is loss of functionality of any IVR application. Diagnostics begin as soon as possible and contractor personnel shall be on site in 1 hour. Escalation to Tier 2 shall occur in two (2) hours, to Tier 3 in three (3) hours and Tier 4 in four (4) hours.

Major Outage/Service Interruptions: The interruption of telephone service for 50% of the users or more at an Avaya S8700 node or involving the outage of an Avaya G350/450/700 S8300 remote site or when such a site is operating in the LSP mode. Avaya Adjunct outages shall be major outages. Escalation to Tier 2 in two (2) hours, to Tier three in (3) hours and Tier 4 in six (6) hours.

Minor Outage/Service Interruptions: Any other component failure of system/software or any performance anomaly affecting sustained delivery of services. Communication via email or telephone call within one hour is required.

There shall be no scheduled interruptions of service without prior consent of MCSO TTD. A service interruption is defined as any discontinuance or impairment of service and/or features assigned to a user or group of users.

Windstream has read and will comply.

2.4.9 JOURNAL FILE OF ACCESS

The contractor shall log all activities involving access into the MCSO TTD Avaya ECS and Avaya adjunct systems during the term of this contract. The method should include: time of day, date, person/activity connecting and length of connection into the MCSO environment.

Windstream has read and will comply.

2.4.10 MEETINGS:

The contractor and MCSO TTD staff shall meet once a week. A monthly meeting shall be held to review the previous month issues, trouble tickets, projects accomplished and status of the contractor meeting the performance objectives. This will also form the basis of a quarterly meeting that shall include an officer of the contractor attending.

Windstream has read and will comply as needed by MCSO.

2.4.11 DISASTER RECOVERY PLAN:

A disaster recovery plan shall be prepared by the contractor within thirty (30) days after award of contract and developed in conjunction with the MCSO TTD for the entire Avaya ECS and Avaya adjunct systems.

Windstream has read and will comply. This can be accomplished with the Client Service Manager resource added to meet the SRM requirements. This person, with the support and of the Account Team WIN Engineers and the customer, will create the plan.

2.4.12 EMERGENCY SERVICE PLAN:

An emergency service plan shall be prepared by the contractor within thirty (30) days after award of contract and developed in conjunction with the MCSO TTD for the entire Avaya ECS and Avaya adjunct systems.

Windstream has read and will comply. This can be accomplished with the Client Service Manager resource added to meet the SRM requirements. This person, with the support and of the Account Team WIN Engineers and the customer, will create the plan.

2.4.13 EMERGENCY RESTORATION PLAN:

An emergency restoration plan shall be prepared by the contractor within thirty (30) days after award of contract and developed in conjunction with the MCSO TTD for the entire Avaya ECS and Avaya adjunct systems. The contractor shall create their Emergency Restoration Plan to ensure continuation of service in the event of a complete or catastrophic system failure. Upon receipt of the plan, MCSO TTD will review the plan and either provide comments or accept the plan within fifteen calendar (15) days. The Emergency Restoration Plan shall address the following:

- 2.4.13.1 Alternative service arrangements for the systems or any remotes, in the event they become isolated due to equipment or facilities failure.
- 2.4.13.2 Loss of system access to the Local Exchange Carrier (LEC), Inter Exchange carrier (IXC) or any component of the PSTN (Public Switched Telephone Network).
- 2.4.13.3 Disruption of service to users and/or circuits or facilities designated as critical by the MCSO TTD.
- 2.4.13.4 Loss of system software
- 2.4.13.5 Major or catastrophic hardware failure
- 2.4.13.6 Interruption of service due to physical damage to the facility or remote locations.
- 2.4.13.7 Isolation of the systems or their components due to interoffice facility failures. Emergency restoration shall be instituted upon the occurrence of any of the following:
- 2.4.13.8 Catastrophic failure of the Avaya ECS or AM or IVR or Avaya adjunct systems.
- 2.4.13.9 Catastrophic failure of single and/or multiple transmission facilities. Remote locations becoming isolated due to equipment and/or facilities failure.
- 2.4.13.10 Loss of system access to the Local Exchange Network (LEN). The contractor even if it not responsible for the failure of local access shall assist in restoring full operations as soon as possible.

When emergency restoration is necessitated, MCSO shall receive priority of other local entities for the restoration of its Avaya ECS and Avaya adjunct systems.

The contractor shall monitor the system 24 hours a day, 7 days per week, to identify outages or situations requiring emergency maintenance and immediately commence appropriate corrective action. The contractor shall notify the MCSO TTD staff immediately upon implementation of an Emergency Service Restoration

Windstream has read and will comply. This can be accomplished with the Client Service Manager resource added to meet the SRM requirements. This person, with the support and of the Account Team WIN Engineers and the customer, will create the plan.

2.4.14 PERFORMANCE OBJECTIVES:

The contractor shall be expected to meet the required performance objectives detailed herein for the Avaya ECS and Avaya adjunct systems.

Windstream has read and will comply.

2.4.15 CENTURY LINK T1 TESTING:

The Contractor shall test and document each Century Link carrier T1 attached to the Avaya ECS configuration and provide a report to MCSO TTD monthly.

Windstream has read and will comply.

2.4.16 MAINTENANCE SUPPORT AND RESPONSE:

Within thirty (30) calendar days after award of contract the contractor shall create a Maintenance Support Plan, which shall define and describe the contractor's maintenance support concept for preventive and routine maintenance. MCSO TTD staff shall be the only individuals who may submit both preventative and routine maintenance requests to the contractor. The request for maintenance, i.e., trouble report, shall specify whether preventative or routine maintenance is required. The contractor shall also update this plan annually or whenever changes occur that affect the contractor's maintenance policies or procedures.

The plan shall include details relating to: The contractor's maintenance support policy/programs; the contractor's maintenance organization and locations; escalation procedures for extended outages including the name and cellular number of the contractor's senior management person and two alternates; availability of higher echelon technical assistance; preventive maintenance programs, including equipment/circuits requiring routine service, frequency of routine and circuit/equipment parameter references; the location of available spare parts and the contractor's provision procedures; procedures and schedules for conducting OEM specified maintenance. The plan should also include threshold limits for determining the necessity for maintenance and the procedures to be implemented to insure that maintenance is conducted; and the quantity, technical training, skill and experience levels of maintenance personnel.

Windstream has read and will comply.

2.4.17 Contractor shall establish real time method of communication alarms for supported systems for the following type devices: cell phone, email, texting.

Windstream has read and will comply.

2.4.18 MAINTENANCE AVAILABILITY:

2.4.18.1 Maintenance for Critical System Problem/Major System Failures shall be provided twenty-four (24) hours per day, seven (7) days per week with a maximum response time of one (1) hour. Maintenance for major trouble issues shall be provided twenty-four (24) hours per day, seven (7) days per week with a maximum response time of two (2) hours. For maintenance on all categories of problems, when a technician or Tier 2, Tier 3, or Tier 4 work has already begun on a problem either remotely or on site during normal business hours. The contractor shall use reasonable efforts to continue that work without interruption

and additional cost to the MCSO TTD using either the initial contractor or alternate technicians, until the problem is resolved.

MCSO Required Maintenance On-Site Response Times

<u>Goal</u>	<u>Metro</u>	<u>Outside Metro</u>
		Greater than 1 hour driving time from 550 W. Jackson, Phoenix, AZ
Critical	1 hours	2 hours
Major	2 hours	3 hours
Minor	4 hours	8 hours

Windstream has read and will comply.

2.4.19 PENALTIES:

Penalties for Non-Performance, the following sets forth the specific service levels required for performance measurement and the agreed penalties. The Contractor shall make monthly reports to the County for all service levels and performance measures during the previous thirty (30) days. The Contractor is required to implement and monitor metrics associated with the service level and meet customer service performance standards; specifically those that define service and response times. Unless otherwise specified and agreed in writing between County and Contractor, the reporting period for each of these areas will be thirty (30) days.

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 2.13 of this document.

Response Requirement Metric

Definition: This measures the percentage of maintenance and repair service calls where the response requirement matches the actual response times.

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 Contractor 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 Major Outage
Malfunction levels are defined as below:
 - a) Major – System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or failure of the attendant console.
 - b) Minor – All other failures not defined as a Major failure.
- 2) Within the next business day, for Minor disruption or for disruptions defined as. Minor incidents are to be reported to Contractor via Contractor’s standard ticket submission processes.

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 eligible products.
 -----Divided by -----
 Total number of responses during the Previous thirty (30) day period for eligible products.

Service Level: Meet 98% of requirements for eligible products

Penalty for Non-Performance: Percentage below 98% will be used to calculate the penalty and is applied to the next invoice.

Penalties:

_____ Contractor met 97% - 97.99% Performance for the 30 day period = \$1,000 credit

_____ Contractor met 96% - 96.99% Performance for the 30 day period = \$2,000 credit

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 contract.

Source of Data: Contractor trouble ticket system.

If there are any Contractor provided hardware and/or software failures of the Avaya Aura Communication Manager which causes a Major service disruption greater than 60 minutes accumulative within any given 12 month period; the service level penalties are as provided 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.

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

2.4.20 SYSTEM TEST PROCEDURES:

Where repair functions require the replacement of equipment and/or software, the contractor shall provide a recommended system test procedure. The MCSO TTD may modify this procedure. The contractor shall coordinate with the MCSO TTD to negotiate a mutually agreeable time for system test. The contractor shall perform the test in the presence of a MCSO TTD staff member(s) and any MCSO TTD consultants, if requested by MCSO TTD. Any items failing the test shall be noted and corrected, and retested.

An in-service cutover shall be completed on the scheduled date only after either the contractor has received notification from the MCSO TTD that the system has successfully completed the system test procedures, or that sufficient test compliance has been achieved and that it is in the interest of the MCSO TTD to proceed with cutover with test compliance postponed to a stipulated date. However, system test shall be fully and successfully completed before the performance period shall begin.

To the extent possible the majority of system tests shall be accomplished after hours and/or on weekends.

Windstream has read and will comply.

2.4.21 REMOTE ACCESS FOR MAINTENANCE AND SUPPORT:

MCSO TTD shall have login permission access to all maintenance procedures and system operations procedures excluding those which either provides access to operating system levels of software or which are not made available by the manufacturer for customer access.

MCSO TTD may block access by contractor personnel and/or systems to Avaya ECS and Avaya adjunct systems through login ID removal and or password/permissions changes. The contractor shall notify MCSO TTD by telephone immediately in the event contractor personnel and/or systems cannot access MCSO Avaya ECS and Avaya adjunct systems. The contractor must follow the special handling notes for any access to a MCSO Avaya ECS and Avaya adjunct system.

Windstream has read and will comply.

2.4.21.1 REMOTE ACCESS:

All systems covered under this contract require access from both local and remote locations via either dedicated data terminals or dial-up modems for the purpose of maintenance and administration of the Avaya ECS and Avaya adjunct systems. The contractor shall ensure the continued ability of the MCSO TTD to access the system remotely for the purpose of system administration. Authorization for remote access to the system will only be granted by the MCSO TTD staff. The MCSO TTD shall furnish the contractor with all passwords, all levels, and telephone numbers to enable the contractor to remotely access all systems under this contract. When the contractor changes any system password, the contractor shall provide the MCSO TTD with all passwords and access codes required during the life of the contract. Passwords and/or access codes used for remote access will be changed immediately upon the termination of any employment/contractual relationship of contractor personnel having knowledge of those specific passwords or whenever the contractor or the MCSO TTD deem such action is necessary.

Windstream has read and will comply.

2.4.21.2 REMOTE ALARMS:

The MCSO TTD has deployed at all Avaya ECS locations capabilities to remotely monitor critical, major and minor alarm conditions on an automatic call out basis. The contractor shall monitor and respond to alarm conditions 24 hours a day, 7 days a week including holidays. The contractor's response to critical alarms shall be equal to that of emergency maintenance; major alarm conditions require urgent restore actions; minor alarms shall be treated as routine trouble calls. Power loss to any Avaya ECS components and/or Avaya adjunct systems shall be immediately reported and the contractor shall establish a process to quickly receive these notifications.

Windstream has attached our Response SLA for review.

2.4.21.3 APPLICABLE STANDARDS AND REGULATIONS:

The contractor shall comply with all standards, codes, accepted industry practices, and regulations as they pertain to switching systems, switching peripheral devices, facilities, environment, protection, security, power, and uninterruptible power systems that include electric batteries. These standards,

codes, accepted industry practices, and regulations shall be adhered to during the life of this contract by the contractor and all subcontractors used. The contractor shall be responsible for obtaining any and all permits required by local, state, and federal law; if required; at no additional cost to MCSO TTD.

Windstream has read and will comply.

2.4.21.4 CRAFT PERFORMANCE EXPECTATION:

The contractor shall insure that all walls, ceilings, and floors are returned to their normal appearance after completion of any work under this contract. The contractor shall remove and properly dispose of any debris created, and perform any necessary cleanup of areas (including the switch room and wire closets) affected by the contractor's actions in performance of this contract, at no additional cost to the MCSO TTD.

The contractor shall keep equipment rooms, wire closets and all other contractor assigned areas in a neat and clean state at all times.

Windstream has read and will comply.

2.4.21.5 MAINTENANCE COST CALCULATION:

The maintenance support price shall be calculated annually for years 1-3 as provided in the attached pricing effective January 1, 2015. The price shall be based on the requirements contained herein to successfully maintain the operation and performance levels of the Avaya ECS and Avaya adjunct systems. A list of the current Avaya ECS environment is detailed in Exhibit 1.

The contractor shall also provide a percentage discount off the manufacturer's list price for new equipment. The contractor shall provide a current equipment price list annually to Office of Procurement Services (OPS). The equipment price list shall be updated no more than once per year.

Windstream has read and will comply.

2.5 CONTRACTOR QUALIFICATIONS:

2.5.1 The contractor shall be a certified *platinum* partner with Avaya for a minimum of three (3) years. A copy of the certification shall be provided in the bid.

2.5.1.1 The contractor shall provide a letter from each manufacturer involved establishing that the contractor is an authorized dealer for the service and maintenance of the equipment represented.

Windstream has read and will comply.

2.5.1.2 The contractor shall provide a list of the technicians who will be assigned to this contract. **It is recommended that one (1) of the technicians be an Avaya Certified Expert (ACE).** A copy of the certifications for each technician shall be provided in the bid.

Windstream has read and understands. We currently do not have NOC personnel who possess the ACE certification. Our most recent information from Avaya is that the ACE certification is being changed in 2015, while we cannot guarantee certification, we will evaluate when we know what is required and determine the best course of action for supporting our customers.

2.5.2 The contractor shall provide a letter in the bid for each sub-partner demonstrating that a formal relationship is established to fulfill the terms of this contract. In addition, the contractor shall establish that each sub-partner is an authorized dealer of the manufacturer for the service and maintenance of the equipment represented. The following is a list of sub-partners under the current contract: Redsky, Altivon, Nuance, PowerWare, Metropolis and Extreme networks.

Windstream has read and will comply. Letters are included for RedSky, Altivon, Metropolis. We purchase Extreme through our distributor and support the product via one of our partners, Dean Patel. The pricing for manufacturer and Dean Patel support is included in the fixed bid.

2.6 INTEGRATION RESPONSIBILITY; GENERAL CONTRACTOR AND SUBCONTRACTOR:

The successful contractor shall be the single “integrator” of sub contractor’s actions providing goods and services to MCSO TTD to support, sustain and expand the MCSO TTD Avaya ECS and Avaya adjunct systems. The contractor shall have open Purchase Orders in existence with all subcontractors for MCSO TTD project work throughout the term of this contractor.

Windstream has read and will comply.

2.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

Windstream has read and will comply.

2.8 ACCEPTANCE:

For new installations and upgrades, a performance period of thirty (30) continuous days after going into service shall constitute a successful performance period. The performance period shall not begin until customer monitored system testing has been fully and successfully completed.

A failure of the system within a thirty (30) day performance period shall cause a restart of the time counter when the system is restored from the failure and retested and a new thirty (30) day period of continuous service recommences. Invoicing may occur for the upgrade or new installation after the successful conclusion of the performance period. If installation is delayed due to action or inaction of MCSO, a reasonable billing start date will be negotiated between the parties. MCSO will not withhold payment for installations or services delayed by variables outside of the vendor’s control.

Windstream has read and will comply.

2.9 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement shall be performed at no additional charge to the County. All warranty periods shall begin upon acceptance by MCSO.

The contractor shall warrant to MCSO TTD that all materials furnished to the MCSO TTD in response to the bid are of original workmanship and design, belonging to contractor/manufacturer, or they are provided with all required licenses (such as Microsoft software, etc.) for the system. Contractor shall not violate the copyrights of others, make use of any trade secrets that belong to others, nor violate the patents of others.

The contractor shall guarantee from each product manufacturer that all project upgrades equipment and related all new components added to the Avaya ECS and Avaya adjunct systems

under the contract shall be functionally compatible and available for reorder purposes for a minimum of five (5) years.

Windstream has read and will comply.

2.10 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center(s) within the Phoenix, Arizona metropolitan area capable of providing sufficient quantities of parts and equipment as may be necessary to meet the County's needs.

Windstream ISG maintains over 70 regionally deployed spare parts stocking locations throughout the United States. The two main warehouses are located in St. Louis, MO and Tulsa, OK. At these stocking locations, Windstream ISG maintains necessary key components to support the quantity and complexity of systems supported in the area. Technicians also have spare parts stocked and available to them. Windstream ISG services Fortune 1000 companies with emergency parts exceedingly well. In fact over one third of Windstream ISG's maintenance customers have been clients for over 10 years.

Windstream has a FLASH Warehouse located in Phoenix.

A flash warehouse is a physical warehouse where we maintain maintenance spares. We have them in every major market and try to pull replacement equipment from these warehouses before paying to have them shipped from elsewhere.

Above and beyond for best possible customer service today Windstream maintains parts on MCSO premises and maintains these parts.

2.11 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s).

Windstream ISG maintains over 70 regionally deployed spare parts stocking locations throughout the United States. The two main warehouses are located in St. Louis, MO and Tulsa, OK. At these stocking locations, Windstream ISG maintains necessary key components to support the quantity and complexity of systems supported in the area. Technicians also have spare parts stocked and available to them. Windstream ISG services Fortune 1000 companies with emergency parts exceedingly well. In fact over one third of Windstream ISG's maintenance customers have been clients for over 10 years.

Windstream has a FLASH Warehouse located in Phoenix.

Above and beyond for best possible customer service today Windstream maintains parts on MCSO premises and maintains these parts.

Cost of parts and/or software repaired/maintained under this contract shall be part of the annual maintenance service agreement price. The contract shall include replacement parts 24 hours a day, 7 days per week regardless of any maintenance pricing option selected by MCSO TTD.

Windstream has read and will comply.

2.12 SECURITY CLEARANCE:

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a jail facility to perform any type of service unless a background check has been completed. The MCSO Facilities Security Guidelines included by reference explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated that the contractor has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

Once the form is filled out and submitted to MCSO, the Contractor shall be notified if approved. If approved, a list of the approved names will be given to the jail facility where the work is to be performed. Only those on the list will be granted access.

A pictured ID is required upon entry and must match the name on the approved access list.

2.13 INVOICES AND PAYMENTS:

2.13.1 **The Contractor 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:**

- 2.13.1.1 Company name, address and contact
- 2.13.1.2 County bill-to name and contact information
- 2.13.1.3 Contract Serial Number
- 2.13.1.4 County purchase order number
- 2.13.1.5 Invoice number and date
- 2.13.1.6 Payment terms
- 2.13.1.7 Date of service or delivery
- 2.13.1.8 Contract Item number(s)
- 2.13.1.9 Description of Purchase (product or services) with line item detail
- 2.13.1.10 Pricing per unit of purchase
- 2.13.1.11 Freight (if applicable)
- 2.13.1.12 Extended price
- 2.13.1.13 Arrival and completion time (if applicable)
- 2.13.1.14 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

Windstream has read and will comply.

2.13.2 Invoices shall be sent to the following:

Maricopa County Sheriff's Office
 550 W. Jackson St., 4th Floor
 Phoenix, AZ 85003
 Attn: Financial Services Division

Windstream has read and will comply.

2.13.3 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 Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

Windstream has read and will comply.

2.13.4 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.

Windstream has read and will comply.

2.14 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

Windstream has read and will comply.

2.15 DELIVERY:

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

Windstream takes exception to its liability for the cost of substitute service. Windstream will use commercially reasonable efforts to meet any agreed-upon installation timeframes. However, under no circumstances will Windstream agree to be liable for the cost of substitute service.

2.16 SHIPPING:

The Contractor shall be responsible to install and present for inspection all equipment, if applicable, in a complete and ready-for-use condition with all components functioning, cleaned and tested.

Delivery shall be F.O.B. Destination, Freight Prepaid. Expedited delivery will be an extra cost as agreed by County.

Windstream has read and will comply.

2.17 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. If you **do not** want to grant such access to a member of \$AVE, **please state so** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

Windstream is willing to agree to extend the provision of services under the resulting contract between Windstream and Maricopa County to any other participant in \$AVE cooperative purchasing group. Each such public institution must commit to its own term and volume commitment by way of signing a separate service agreement between Windstream and the agency. The terms and conditions provided with the Windstream contract documents in this RFP response, shall apply to such agency, and will be attached by way of an additional terms schedule to said separate service agreement. Nothing contained in this response shall be deemed to be a guarantee that Windstream can feasibly provide the service at such locations proposed by a new agency or at the same prices provided herein. Determination of pricing and feasibility for servicing such agencies shall be made on a case by case basis.

2.18 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 Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

Windstream is willing to agree to extend the provision of services under the resulting contract between Windstream and Maricopa County to any other participant in ICPA. Each such public institution must commit to its own term and volume commitment by way of signing a separate service agreement between Windstream and the agency. The terms and conditions provided with the Windstream contract documents in this RFP response, shall apply to such agency, and will be attached by way of an additional terms schedule to said separate service agreement. Nothing contained in this response shall be deemed to be a guarantee that Windstream can feasibly provide the service at such locations proposed by a new agency or at the same prices provided herein. Determination of pricing and feasibility for servicing such agencies shall be made on a case by case basis.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a three (3) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 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 third party 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 gross negligence or willful misconduct relating to the performance of this Contract.

3.4.2 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.

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

3.5 INSURANCE:

- 3.5.1 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 B++. 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.
- 3.5.2 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.
- 3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 3.5.4 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.
- 3.5.5 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 and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 3.5.6 County reserves the right to request and to receive, within 10 working days, certified 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.
- 3.5.7 The insurance policies required by this Contract, except Workers' Compensation shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 3.5.8 The policies required hereunder, except Workers' Compensation shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance 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.
- 3.5.10 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.

Workers' Compensation:

3.5.10.1 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 \$1,000,000 disease policy limit.

3.5.10.2 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.

3.5.11 Certificates of Insurance.

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

3.5.11.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

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

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

3.5.12 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may/shall be considered non-responsive and not eligible for award consideration. Contractor may assess a surcharge for payment via procurement card by the County in the future. Contractor also accepts EFT payments that use the CTX format, which contains both payment and remittance details; other EFT formats will not be accepted.

3.7 ORDERING AUTHORITY.

- 3.7.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Office of Procurement Services, or by a Certified Agency Procurement Aid (CAPA).
- 3.7.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number. Such entities must commit to their own term and volume commitments. However, Contractor does not guarantee that it can feasibly provide the same service at such locations proposed by an entity or at the same prices provided herein. Determination of pricing and feasibility for servicing such entities shall be made on a case by case basis.
- 3.7.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.7.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) Calendar days advance notice to the Contractor. In the event the County terminates for convenience, the following early termination fees will apply:

- 3.8.1. EQUIPMENT: IF THE COUNTY TERMINATES THIS AGREEMENT AFTER THE EFFECTIVE DATE AND AFTER CONTRACTOR HAS ORDERED EQUIPMENT (BUT PRIOR TO THE INSTALLATION OF SUCH EQUIPMENT), THE COUNTY WILL PAY WINDSTREAM A PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO FIFTEEN PERCENT (15%) OF THE EQUIPMENT COST SET FORTH IN THE SCHEDULE AND WINDSTREAM SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY THE COUNTY PURSUANT TO THE PAYMENT TERMS AS STATED HEREIN.
- 3.8.2. MAINTENANCE: IF THE COUNTY TERMINATES THIS AGREEMENT DURING THE INITIAL *OR RENEWAL TERM* FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO CONTRACTOR AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE MONTHLY RECURRING CHARGES "MRCS" MULTIPLIED BY TWELVE (12) MONTHS OR THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM (TERMINATION FEE), WHICHEVER IS LESS. THE CANCELLATION CHARGE AND TERMINATION FEE SHALL NOT BE PENALTIES AND SHALL INSTEAD BE DEEMED AN ADEQUATE MEASURE OF LIQUIDATED DAMAGES INCURRED BY WINDSTREAM DUE TO EARLY TERMINATION BY THE COUNTY.

3.9 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, the County shall provide written notice to the Contractor of such default and shall give Contractor thirty (30) days to cure. A written notice of termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after the conclusion

of such thirty (30) day cure period.

3.10 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed thirty (30) calendar days to cure such deficiencies.

3.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any 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.

3.12 OFFSET FOR DAMAGES:

INTENTIONALLY OMITTED

3.13 ADDITIONS/DELETIONS OF SERVICE:

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

3.13.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County. Contractor shall provide Maricopa County with a team of adequately experienced personnel with a commitment to provide the required support and services.

3.14 SUBCONTRACTING:

3.14.1 Neither party shall assign or transfer its rights and obligations under this agreement without the prior written consent of the other, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under the contract, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said controlling party may be merged or consolidated or which purchases all or substantially all of the assets of said controlling party. Any attempted assignment in violation of this provision shall be void. The Contractor may not Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

3.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate,

as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

3.15 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.

3.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

3.16.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation 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 latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.16.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation 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.

3.16.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

3.17 AUDIT DISALLOWANCES:

If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.18 VALIDITY:

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

3.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

3.20 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 County and the Contractor.

3.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.21.1 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:
- 3.21.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.21.1.2 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;
 - 3.21.1.3 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
 - 3.21.1.4 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.
- 3.21.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.
- 3.21.3 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.

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

- 3.22.1 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 and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors 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 and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents used by Contractor to E-Verify such employees performing work under this Contract to verify compliance with paragraph 3.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and 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 debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.23 CONTRACTOR LICENSE REQUIREMENT:

3.23.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary 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 Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

3.23.2 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.

3.24 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

3.24.1 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,

3.24.2 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.

3.25 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.

3.26 LIMITATION OF LIABILITY:

In no event will Contractor be liable for any special, incidental, indirect, consequential, punitive or similar damages including but not limited to attorney's fees, loss of profits, business, or to the extent permitted by law, damages for injury to person or property or death. Contractor shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Contractor, or caused by, or

attributable to any reason beyond Contractor's reasonable control including, but not limited to any acts of God, strikes, work stoppages, etc., or failure of the County to provide Contractor with access to equipment or failure of the County to provide Contractor with notice of malfunction, Contractor makes no warranty to prevent unauthorized use of the system, including toll fraud. Contractor shall not be liable for damages of any kind arising or resulting from unauthorized use of the system, including toll fraud.

3.27 LIMITED WARRANTY:

3.27.1 **Equipment.** All assignable manufacturers' warranties applicable to equipment will be assigned to the County and will begin upon the County's signature on the Certificate of Delivery and Acceptance. All equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the equipment. Any extended warranty available from the manufacturer of such equipment may be made available to the County.

3.27.2 **Maintenance.** All Maintenance performed by Contractor is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such

Maintenance is provided. Remedy for any Defects is limited to re-performance. Contractor shall be relieved of all obligations and liability if the County fails to provide notice of the Defect to Contractor within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the County more than one (1) year after the cause of action or same accrues.

3.27.3 NO OTHER WARRANTIES. THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND THE COUNTY HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON THE COUNTY'S PAYMENT IN FULL OF ALL SUMS DUE TO CONTRACTOR AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF CONTRACTOR AND THE COUNTY.

3.28 END USER LICENSE AGREEMENT:

If the County's Services include third party software, the County agrees to comply with the terms of any applicable end user license agreement. This specifically includes compliance with any applicable Avaya Software License Terms located at <https://support.avaya.com>.

AMENDMENT No. 1
To
AVAYA ENTERPRISE COMMUNICATIONS SYSTEM SUSTAINMENT
Between
Windstream Corporation
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Windstream Corporation ("Contractor") have entered into a Contract for Avaya Enterprise Communications System Sustainment dated January 21, 2015 (C-73-15-019-7-00) ("Agreement") County Contract No. 14103-S.

WHEREAS, County previously modified the Agreement to extend the term date to January 31, 2018 on February 18, 2015 (C-73-15-019-7-01).

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 *Both parties agree to establish the term date of December 31, 2017 per the support and maintenance agreement.*
- 2.0 *Both parties agree to the changes as incorporated per the attached contract.*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

IN WITNESS WHEREOF, this Amendment is executed on the date set forth below when executed by the Maricopa County Office of Procurement Services.

WINDSTREAM CORPORATION:

Danny E. Harper
Authorized Signature
Danny E. Harper - Director

Printed Name and Title
9/26/2016

Date

MARICOPA COUNTY

[Signature]
CHAIRMAN, BOARD OF SUPERVISORS

OCT 05 2016
DATE

ATTESTED:

[Signature]
CLERK OF THE BOARD

OCT 05 2016
DATE

APPROVED AS TO FORM:

[Signature]
DEPUTY COUNTY ATTORNEY

10/3/16
DATE

WINDSTREAM CORPORATION, INC., 228 DEVOTION COURT, HENDERSON, NEVADA 89052

COMPANY NAME: Windstream

DOING BUSINESS AS (DBA) NAME: _____

MAILING ADDRESS: 228 Devotion Court ,Henderson, Nevada 89052 for Representative

REMIT TO ADDRESS: 4001 Rodney Parham Road, Little Rock, AK, 72212

TELEPHONE NUMBER: 916-673-5003

FACSIMILE NUMBER: same

WEB SITE: www.windstream.com

REPRESENTATIVE NAME: Velinda Ward

REPRESENTATIVE TELEPHONE NUMBER: 916-673-5003

REPRESENTATIVE E-MAIL: velinda.ward@windstream.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

PAYMENT TERMS:

NET 30 DAYS

Title	Unit Price	Qty	UofM	Description	Bidder Notes
Annual Maintenance Agreement	\$512,655.34	1	flat rate	Annual maintenance service agreement per section 2.0 including all associated labor, material and travel costs.	Shown as annual value
Labor Installation Rate	\$85.00	1	hour	Hourly labor rate for installation of new equipment including all associated travel costs.	85.00 for basic tech rate
New Equipment Pricing	35.00%	1	each	Percentage discount off list price for new equipment.	35% is the guaranteed discount. Discount can be higher based on project and equipment type

PRICING SHEET: NIGP CODE 91579

Terms: NET 30

Vendor Number: 2011005552 0

Certificates of Insurance Required

Contract Period: To cover the period ending ~~January~~ **December 31, 2018 2017.**

EXHIBIT 1



Microsoft Excel
Worksheet