

SERIAL 15033 S VOICE MAIL, MESSAGING MAINTENANCE & SUPPORT

DATE OF LAST REVISION: April 07, 2016

CONTRACT END DATE: July 31, 2017

CONTRACT PERIOD THROUGH JULY 31, ~~2016~~ 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **VOICE MAIL, MESSAGING MAINTENANCE & SUPPORT**

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 **July 30, 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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Eric McLain, OET

(Please remove Serial 08081 -RFP from your contract notebooks)

NEXTIRAONE, LLC, dba: BLACK BOX NETWORK SERVICES 426 N. 44th ST. #470, PHOENIX, AZ 85008

COMPANY NAME: NextiraOne, LLC
 DOING BUSINESS AS (DBA) NAME: Black Box Network Services
 MAILING ADDRESS: 426 N. 44th Street, Suite 470, Phoenix, AZ 85008
 REMIT TO ADDRESS: 21398 Network Place ,Chicago, IL 60673
 TELEPHONE NUMBER: 602-267-3322
 FACSIMILE NUMBER: 310-237-7883
 WEB SITE: www.blackbox.com
 REPRESENTATIVE NAME: Jay Ivey
 REPRESENTATIVE TELEPHONE NUMBER: 602-267-3322
 REPRESENTATIVE E-MAIL: jay.ivey@blackbox.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	UoFM	Description	Bidder Notes
Annual Support and Maintenance	\$84,910.00	each	This is for the annual maintenance and support per Section 2.0 that includes all labor, materials, & travel and miscellaneous items.	Please see attached supporting documentation as per the bid requirements.
Labor Installation Rate	\$115.00	each	Hourly labor rate for installation of new equipment including all associated travel costs.	Please see attached supporting documentation as per the bid requirements.
New Equipment Pricing	30.00%	each	Percentage discount off list price for new equipment.	Please see attached supporting documentation as per the bid requirements.

NEXTIRAONE, LLC, dba: BLACK BOX NETWORK SERVICES 426 N. 44th ST. #470, PHOENIX, AZ 85008

PRICING SHEET: NIGP CODE 88390, 91593, 92045

Terms: NET 30

Vendor Number: W000001225 X

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2016 2017.**

VOICE MAIL, MESSAGING MAINTENANCE & SUPPORT

1.0 INTENT:

Maricopa County (MC) is seeking maintenance services for its Enterprise AVST Voice Mail system from a certified AVST services provider. The selected Contractor must have the ability to provide technical support and ensure a high level of system uptime as defined in this solicitation.

The contractor shall furnish all necessary services, qualified personnel, tools/equipment, transportation, and facilities, not otherwise provided by the Maricopa County and OET to successfully maintain the operation and performance levels of Maricopa County's AVST Enterprise Voice Mail System. This includes system monitoring, preventive maintenance, upgrades, troubleshooting, and on site repair services are required for continuous telecommunications service supporting business operations 24 hours a day, 7 days a week.

A successful transition from the current AVST maintenance contract ending on **July 31st 2015** to a Contractor awarded this contract beginning on August 1, 2015 is required. Therefore, it is imperative that the awarded Contractor participate in orientation period as well as a series of joint workshops in the first forty (45) days of the contract following award to gather all knowledge necessary on OET voice mail systems, maintenance and operations processes to best achieve all of the contract required performance objectives in the SLA agreement (Exhibit 4) and as defined in Section 2 of the solicitation.

A list of the Voice Mail core components is included in Section 2 of this bid and will be confirmed by OET and Contractor once contract is awarded. The Contractor's designated project point of contact and assigned technicians will need to begin on-site operations no later than August 1, 2015 to provide input and other contributions to establish the processes required to fully achieve the defined levels of telecommunications system maintenance support for the term of the contract.

The County's Office of Enterprise Technology (OET) is responsible for providing countywide technology and telecommunications management and services. OET enables other County departments to use information technology to enhance their service delivery. OET, manages and maintains the County's radio, telephone, cable, and computer network systems. OET currently executes all system MAC (Moves Adds and Changes) to service approximately 12,000 county voice mail users

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.8 and 3.9, below).

2.0 SCOPE OF SERVICES:

2.1 CURRENT AVST ENTERPRISE VOICE MAIL SYSTEM (SEE EXHIBIT 2):

- 2.1.1 Maricopa County currently operates an AVST CallXpress Advanced Messaging- 200 ports Release Version 8.2 build 284, update #2.
- 2.1.2 Currently there are approximately 12,000 voice mail users.
- 2.1.3 The AVST system was installed in 2009
- 2.1.4 Connectivity to Avaya and SL100. The AVST voice mail system is currently connected to an SL100 PBX and a new Avaya VoIP System as illustrated in Exhibit 2 of this document. Maricopa County is in the process of transitioning all voice mail boxes to the new Avaya VoIP system, and will in the future retire the legacy SL100 system.
- 2.1.5 Unified messaging current environment. Maricopa County has not deployed unified messaging services to its internal customers, these features may be offered in the future in conjunction with other Unified Communications.

- 2.1.6 The current Maintenance contract includes the AVST XpressCare program for full software maintenance to ensure optimal software performance, continued stability, and on-going compatibility.
- 2.1.7 Auto Attendant Functions:
- 2.1.7.1 Call Management System and Voice Announcements: The AVST system supports a number of call routing and announcement options for multiple departments. The integrity of such programming is critical to Maricopa County operations, requiring adequate back-up and restore procedures in case of system programming loss.
- 2.1.8 Contact Center: Currently there are a number of small call centers using call routing and system announcements, some of these call centers have been migrated to the Avaya contact center system.
- 2.1.9 Potential Future Functions: The County may, at its discretion, augment the system's functionality by using other optional modules and capabilities of the AVST system to support other functions such as, but not limited to, integration of system with other messaging systems. The Contractor must have the technical capabilities to implement these functions and support ongoing MAC orders as needed.
- 2.1.9.1 Fax Integration: The County may decide to integrate a unified messaging-fax solution.
- 2.1.9.2 Text to Speech: The County may decide to integrate unified messaging-text to speech solution to integrate seamlessly with OET Exchange.
- 2.1.10 Speech Recognition: The County may decide to integrate this function into the Unified Communications platform supported by Avaya and Microsoft Lync.

2.2 CURRENT AVST VOICE MAIL AND UNIFIED MESSAGING SYSTEM (CORE SYSTEM):

- CallXpress Advanced Messaging - 200 Ports/50 Seats (Includes Software & Mailbox licenses) Release Version 8.2 build 284, update #2.
- Neverfail License
- CallXpress Unified Messaging for Microsoft Exchange
- CallXpress Unified Messaging for IMAP
- Auto Agent License
- ScheduleXpress
- Octel Aria TUI Emulation
- 1000 Unified Messaging Client licenses (Note 2 Below)
- Call Server License
- Centrex / SMDI
- CallXpress UM Add'l Text-to-Speech Channel & Fax Integration. (No TTS or Fax Cards)
- CallXpress UM Bundle 2
- D/480JCT-2T1-U 48-Port Card (uPCI)
- PCI CTBus 4 Drop Cable
- D/240JCT-T1-U 24-Port Card (uPCI)
- AVST – Server Hardware
- I-4000 Level 6 Rack with CallXpress Pre-Load (Raid 5)
- I-4000 73GB 10K SCSI Drive

2.3 UPGRADES, EXPANSIONS AND NEW CAPABILITIES DEPLOYMENTS:

- 2.3.1 During the contract period MC OET will open and close facilities as well as expand and shrink other facilities as well as vary staffing levels at current facilities.
- 2.3.2 The contractor shall provide a methodology, including project management, to cause successful on-time and on-budget upgrades, expansions and new capabilities deployments to the AVST and adjunct systems.

2.4 AVST MAINTENANCE REQUIREMENTS:

Contractor shall provide maintenance and support for the period specified in the pricing schedule. This support plan will cover the replacement of defected, components, software patches and the necessary labor to troubleshoot and perform all repairs as needed. Expected service level response to service calls is specified in the Exhibit 4.

2.5 MINIMUM SERVICE LEVEL RESPONSE REQUIREMENTS:

- 2.5.1 Within one (1) hour for any major disruption in the downtown core area
- 2.5.2 Within four (4) hours for any major disruption outside the downtown core area
- 2.5.3 Within twenty-four hours for any minor outage or out of service, or for disruptions defined by the County as other than major.
- 2.5.4 Provide help desk support of the proposed solution twenty-four (24) hours a day, seven (7) days a week.
- 2.5.5 Provide 1st and 2nd level support during the contract period.
- 2.5.6 Provide software/hardware maintenance support for during the contract period.
- 2.5.7 Provide maintenance, service and support dealing with all system alarms and dis-functions.
- 2.5.8 Provide upgrades to newer versions of the system.
- 2.5.9 Provide written notification of major product release ninety (90) days prior to release.
- 2.5.10 Provide notification of system vulnerabilities via e-mail.
- 2.5.11 The Contractor shall provide Preventative Maintenance including remote access to monitor system alarms and interrogate the system to insure proper functionality and service levels.
- 2.5.12 Maricopa uses Trend Micro for virus protection. Contractor will provide all the necessary updates in compliance with AVST and OET requirements.

2.6 MANUFACTURER LETTER OF GUARANTEE:

Contractor shall provide a manufacturer letter of guarantee for maintenance and support for the County's Voice Mail system guaranteeing that the manufacturer will provide the same level of support required by the County in the event Contractor is unable to do so. This letter shall be submitted with this proposal.

2.7 WIRING STANDARDS:

All cable and wire installed by the contractor shall be in accordance with the OET's current wiring standard which today has adopted industry best practices and standards. There is the potential this shall change during the term of this contract and the successful contractor shall also comply with any standard changes while executing work under this contract. All standards shall be in accordance with the Building Industry Consulting Service International (BICSI). 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.

2.8 NEW/REPLACEMENT EQUIPMENT:

2.8.1 REPLACEMENT OF PARTS:

All customer premises replacement equipment parts shall be new, unless approved and authorized in writing by OET.

2.8.2 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.

2.9 SOFTWARE SUPPORT AND UPGRADES:

MC OET's standard operation procedures require necessary software updates to minimize outages and cause the least amount of disruption to MC OET customers. Contractor shall coordinate with OET on all the upgrades.

2.9.1 MC OET WITNESSING:

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

2.9.2 UPGRADE PROTECTION PLAN: The Current AVST XpressCare program provides full software maintenance. The contractor must include a subscription for Upgrade Protection Plan

2.9.3 UPGRADE NOTIFICATION PLAN:

The contractor shall, through the normal course of maintaining the AVST, provide recommendations for system and software upgrades. The contractor shall furnish full documentation of all changes and/or modifications to the system provided to meet OET requirements. In the case of new software level releases, OET may elect to accept the later versions of the software. The existing software shall be maintained to conform to and perform in accordance with the manufacturer 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:

- 2.9.3.1 Preconditions to be met prior to the installation
- 2.9.3.2 Explanations of any outages, if any, with length predicted
- 2.9.3.3 Resources both material, technicians and time
- 2.9.3.4 Descriptions of the steps or actions that must take place for the work to be done.
- 2.9.3.5 An owner of each step or action
- 2.9.3.6 A definition of what success is
- 2.9.3.7 A plan to revert to the prior condition before the upgrade or new installation if the installation goes askew at a decision point in time for this, if necessary.

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

- 2.10.1 Support shall be included to sustain all AVST and adjunct systems software and for complete maintenance support for all AVST systems hardware except for station equipment.
- 2.10.2 It is mandatory that the successful contractor manage and have their technicians apply all patches, apply all firmware updates and perform all reboots of all AVST and adjunct systems equipment as recommended by the manufacture.
- 2.10.3 Contractor shall immediately advise in writing OET notice on the end of manufacturing and on the end of service dates for any component item or software when known for the MC OET owned AVST and adjunct systems.

2.11 TIME SYNCHRONIZATION

The contractor shall keep all AVST systems on precise time as provided by a designated MC OET time server.

2.12 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 MC OET staff. The contractor shall guarantee that sufficient contractor staff and equipment are available and functioning to accommodate uninterrupted receipt of maintenance requests.

2.13 FEATURES AND REQUIREMENTS:

The contractor shall maintain all applicable software and hardware required to support all features, services, and capabilities, for the AVST, systems which are allowed by the current system configuration and are contained in the original equipment manufacturer standards and practices. The contractor shall support all features that are supported by AVST for any new products that are introduced into any system, and do not violate any existing warranties and guarantees. The contractor shall maintain AVST 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.

2.14 UNINTERRUPTED POWER SUPPLY (UPS):

The contractor shall be available to coordinate with OET for power failure tests as needed and as designated by OET.

2.15 SPECIAL HANDLING / NOTIFICATION INSTRUCTIONS:

During the term of this contract and designated by OET the Contractor shall review and edit with MC OET representatives the special handling / notifications instructions at all Tier 1, 2, 3 and 4 help desks regarding the MC OET account to optimize the support relationship of the contractor

and to cause all outage / restoral and troubleshooting actions to be as expedited, efficient and effective as possible.

2.16 WORK MANAGEMENT:

2.16.1 The Contractor's trouble ticket work order management system is expected to be used to track MC OET AVST systems problems and their resolution actions. The contractor shall provide a management support system and allow MC OET staff to access the system remotely throughout the contract. MC OET data and trouble tickets shall be archived for a minimum of one year.

2.16.2 No trouble ticket initiated by MC OET shall be closed without concurrence of the closure action by a MC OET staff member.

2.17 ESCALATION:

2.17.1 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.

2.17.2 When the service fails it must be restored, repaired or replaced in the most expeditious manner possible. When a contractor's time to restore an AVST 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 a root cause and case closure investigations and provides MC OET with the results of those analyses within 15 business days at no cost to MC OET.

2.18 OUTAGES AND SERVICE INTERRUPTIONS

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

2.19 JOURNAL FILE OF ACCESS

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

2.20 SYSTEM TEST PROCEDURES:

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

2.20.2 An in-service cutover shall be completed on the scheduled date only after either the contractor has received notification from the MC OET 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 MC OET 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.

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

2.21 REMOTE ACCESS FOR MAINTENANCE AND SUPPORT

2.21.1 MC OET 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.

2.21.2 MC OET may block access by contractor personnel and/or systems to AVST systems through login ID removal and or password/permissions changes. The contractor shall notify MC OET by telephone immediately in the event contractor personnel and/or systems cannot access MC OET AVST systems.

2.22 CRAFT PERFORMANCE EXPECTATION

2.22.1 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 MC OET.

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

2.23 CONTRACTOR QUALIFICATIONS

2.23.1 AVST Partner Certification: The contractor shall be a certified **AVST** partner with for a minimum of three (3) years. A copy of the certification shall be provided in the bid.

2.23.2 Certified AVST technicians: The contractor shall provide a list of the certified technicians who will be assigned to this contract. A copy of the certifications for each technician shall be provided in the bid. Please identify which technicians are located within the State of Arizona.

2.24 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.

2.25 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 the Using Agency.

2.25.1 The contractor shall warrant to MC OET that all materials furnished to the MC OET 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 use with the system provided. Contractor shall not violate the copyrights of others, make use of any trade secrets that belong to others, nor violate the patents of others.

2.25.2 The contractor shall guarantee from each product manufacturer that all project upgrades equipment and related all new components added to the AVST systems under the contract shall be functionally compatible and available for reorder purposes for a minimum of five (5) years.

2.26 FACTORY AUTHORIZED SERVICE AVAILABILITY:

2.26.1 The Contractor shall have service support resources within the Phoenix, Arizona metropolitan area. The technical resources shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s).

2.26.2 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 MC OET.

2.27 SECURITY CLEARANCE

Maricopa County (MC OET) does not allow a service contractor access into its facilities to perform any type of service unless a background check has been completed. The MC OET Facilities Security Guidelines 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.

3.0 PURCHASING REQUIREMENTS:

3.1 FACILITIES:

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

3.2 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request 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.

3.3 INVOICES AND PAYMENTS:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number

- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

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

3.3.3 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>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 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.

3.4 APPLICABLE TAXES:.

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

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.

3.6 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.

3.7 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.8 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 so state** 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.

3.9 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.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional one (1) years, (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 (60) calendar days prior to the expiration of the original contract term..

4.3 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.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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

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

4.5 INSURANCE:

4.5.1 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.

4.5.2 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.

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

4.5.4 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.

4.5.5 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.

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

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

4.5.8 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, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Lessee's owned, hired, and non-owned vehicles assigned to or used in performance of the Lessee's work or services or use or maintenance of the Premises under this Lease.

4.5.10 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; 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.

Lessee, its contractors and its subcontractors waive all rights against Lessor 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 Lessee, its contractors and its subcontractors pursuant to this Lease.

4.5.11 Certificates of Insurance.

4.5.11.1 Prior to Contract **AWARD**, 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.

4.5.11.2 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.

4.5.11.3 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.

4.5.12 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.

4.6 ORDERING AUTHORITY:

Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 SUSPENSION OF WORK:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.8 STOP WORK ORDER:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

4.8.1 Cancel the stop-work order; or

4.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

4.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.10.2 Make progress, so as to endanger performance of this contract; or
- 4.10.3 Perform any of the other provisions of this contract.
- 4.10.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.11 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.

4.12 OFFSET FOR DAMAGES:

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

4.13 SUBCONTRACTING:

- 4.13.1 The Contractor may not assign to another Contractor or 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.
- 4.13.2 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.

4.14 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.

4.15 ADDITIONS/DELETIONS OF SERVICE:

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.

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

4.16.1 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.

4.16.2 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.

4.16.3 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 invoices, request for credit, request for a check or deduction from current billings 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.

4.17 VALIDITY:

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

4.18 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.

4.19 RELATIONSHIPS:

4.19.1 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, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.19.2 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.

4.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.21 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.21.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

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

4.21.1.2 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;

4.21.1.3 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

4.21.1.4 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.

4.21.2 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.

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

4.22.1 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.

4.22.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21 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.

4.23 **CONTRACTOR LICENSE REQUIREMENT:**

4.23.1 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.

4.23.2 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.

4.24 **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:

4.24.1 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,

4.24.2 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.

4.25 **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 in its offer 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 and the Arizona Public Records Law.