

SERIAL 06044 RFP NORTEL SUPPORT AND MAINTENANCE

DATE OF LAST REVISION: August 14, 2008

CONTRACT END DATE: August 31, 2009

CONTRACT PERIOD THROUGH AUGUST 31, 2009

TO: All Departments

FROM: Department of Materials Management

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

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 16, 2006 (Eff. 09/01/06)**

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

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Tom Crosby, OCIO - Telecommunication
Chris Baldwin, OCIO - Telecommunication
Materials Management

(Please remove Serial 03142-SS from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 06044-RFP

This Contract is entered into this 16th day of August, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and NextiraOne, LLC, a Delaware limited liability company, ("Contractor" or "Black Box Network Services") for the purchase of Nortel Support and Maintenance services.

1.0 TERM

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of September, 2006 and ending the 31st day of August, 2009.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of two (2) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, quantities, unit prices, extended totals and any applicable sales/use tax.

2.3 INVOICES AND PAYMENTS:

2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- 2.3.1.1 Company name, address and contact
- 2.3.1.2 County bill-to name and contact information
- 2.3.1.3 Contract Serial Number
- 2.3.1.4 County purchase order number
- 2.3.1.5 Invoice number and date
- 2.3.1.6 Payment terms
- 2.3.1.7 Date of service or delivery
- 2.3.1.8 Quantity (number of days or weeks)
- 2.3.1.9 Contract Item number(s)
- 2.3.1.10 Description of Purchase (product or services)
- 2.3.1.11 Pricing per unit of purchase
- 2.3.1.12 Freight (if applicable)
- 2.3.1.13 Extended price

- 2.3.1.14 Mileage w/rate (if applicable)
- 2.3.1.15 Arrival and completion time (if applicable)
- 2.3.1.16 Total Amount Due

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

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 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.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit “B.”
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit “B,” or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor’s personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor’s duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

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

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

4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

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

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

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

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.

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

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

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.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

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

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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.

4.2.4 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

4.2.5 Certificates of Insurance.

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

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

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

4.2.5.2 Cancellation and Expiration Notice.

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

4.3 SOFTWARE LICENSE:

4.3.1 Direct License.

County acknowledges that County's software license is granted directly by the software publisher or equipment manufacturer from which the software is provided, and not by Contractor. County agrees to be bound by the software publisher's or equipment manufacturer's software license agreement attached to an individual order placed under this Contract.

4.3.2 Grant of License.

Absent such direct license, Contractor grants County a non-exclusive license to use the software in the System, i.e., equipment and software, for its useful life, provided County: (i) does not disclose information about the software to a third party without Contractor's prior consent; (ii) uses the System solely for County's internal business purposes; (iii) does not copy any part of the software without Contractor's consent (except for a single

copy for backup purposes only); (iv) does not attempt to develop any source code from the software; (v) does not attempt to reverse engineer, decompile, disassemble, alter, add to, delete from, or otherwise modify the software, except to the extent that such modification capability is an intended feature of the software; and (vi) returns, erases or destroys any software on any media being recycled or discarded and so certifies to Contractor. County may transfer the right to use the software only to an end user who acquires the right to use the System and agrees to be bound by the terms of this license. Notwithstanding any other provision of this Contract, County's failure to comply with the terms of this Section shall be deemed a material breach and Contractor shall be entitled to immediately terminate this Contract and all of County's rights and privileges to the software, and to seek injunctive and other equitable relief.

4.4 NOTICES:

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

For County:

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

For Contractor:

NextiraOne, LLC
975 Island Drive
Redwood City, CA. 94065-5147

cc:

NextiraOne, LLC
2800 Post Oak Blvd.
Suite 200
Houston, TX 77056
Attn: General Counsel

4.5 REQUIREMENTS CONTRACT:

- 4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.5.3 Contractor agrees to accept oral cancellation of purchase orders.

4.6 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.

4.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.8 TERMINATION FOR DEFAULT:

4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract following a fifteen (15) day cure period. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

4.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

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

4.10 OFFSET FOR DAMAGES:

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

4.11 WARRANTY:

4.11.1 CONTRACTOR WARRANTS THAT THE SYSTEM IT INSTALLS WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP AND WILL OPERATE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS FOR ONE (1) YEAR FROM CUTOVER (THE "WARRANTY PERIOD"); provided, however, that if Cutover is delayed more than thirty (30) days due to the County's acts, omissions or delays, the Warranty Period shall be reduced by such number of days in excess of thirty (30) calendar days. NOTWITHSTANDING THE FOREGOING, IF COUNTY ORDERS AN UPGRADE TO AN EXISTING SYSTEM, THE WARRANTY PERIOD SHALL END AT THE EXPIRATION OF THE WARRANTY PERIOD OF THE EXISTING SYSTEM OR ANNUAL MAINTENANCE TERM FOR THE EXISTING SYSTEM OR, IF NO SUCH WARRANTY PERIOD OR MAINTENANCE TERM EXISTS, NINETY (90) DAYS AFTER CUTOVER. IN ADDITION, CONTRACTOR WARRANTS THAT CONTRACTOR PROVIDED UPGRADES, MODIFICATIONS OR ADDITIONS TO EXISTING SYSTEMS OR SYSTEMS NOT INSTALLED BY CONTRACTOR WILL BE FREE FROM DEFECTS IN MATERIALS FOR NINETY (90) DAYS FROM DELIVERY. THIS WARRANTY DOES NOT EXTEND TO DEFECTS OR ERRORS IN INSTALLATION WHEN A SYSTEM IS INSTALLED BY COUNTY OR A THIRD PARTY. CONTRACTOR WILL ACCEPT RETURN OF MALFUNCTIONING COMPONENTS OF THE SYSTEM FOR REPAIR OR REPLACEMENT DURING THE WARRANTY PERIOD. AT COUNTY'S REQUEST, CONTRACTOR WILL REPAIR THE SYSTEM AT THE PREMISES, AT COUNTY'S EXPENSE, AT CONTRACTOR'S THEN CURRENT TIME AND MATERIAL RATES.

4.11.2 County's SOLE AND EXCLUSIVE REMEDY for breach of any warranty on a System installed by Contractor is limited to the remedies set forth in this Section and is subject to the other limitations set forth above. If, however, it is determined that such remedy fails of its essential purpose, then Contractor's entire liability for breach is limited to Contractor's payment of County's actual direct damages in an amount not to exceed the portion of the System Price allocable to the Equipment related to the claim. UNLESS OTHERWISE STATED IN THIS AGREEMENT THE WARRANTIES SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES FROM CONTRACTOR. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NONINFRINGEMENT, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, TRADE PRACTICE OR ANY WARRANTY OF SECURITY OR THAT THE SERVICES OR NETWORK TRANSPORT WILL BE UNINTERRUPTED OR ERROR FREE. CONTRACTOR SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO CONTRACTOR'S OR COUNTY'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS OR DESTRUCTION OF COUNTY'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES (SUCH AS TOLL FRAUD), COMPUTER VIRUSES OR ANY OTHER METHOD. CONTRACTOR MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT DEVICES OR SYSTEMS OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

4.12 ADDITIONS/DELETIONS OF SERVICE:

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

4.13 LIMITATION OF LIABILITY:

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR: (i) ANY INDIRECT, SPECIAL, INCIDENTAL, OR EXEMPLARY DAMAGES; (ii) CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, COMMERCIAL LOSS OF ANY KIND WHICH INCLUDES LOSS OF BUSINESS, PROFITS, REVENUE OR SAVINGS, AND LOSS OF DATA OR MESSAGES; OR (iii) ANY DAMAGES OF ANY KIND RESULTING FROM UNAUTHORIZED USE OF THE SYSTEM, INCLUDING, WITHOUT LIMITATION, TOLL FRAUD OR COMPUTER VIRUSES. THIS PROVISION APPLIES TO ALL CLAIMS WHETHER BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY, AND WHETHER NEXTIRAONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

4.14 SUBCONTRACTING:

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

4.15 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. Neither electronic mail nor instant messaging shall be considered a "writing" sufficient to change, modify, extend or otherwise affect the terms of the Contract.

4.16 RETENTION OF RECORDS:

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

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

4.17 AUDIT DISALLOWANCES:

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

4.18 ALTERNATIVE DISPUTE RESOLUTION:

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

accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

4.18.1.1 Render a decision;

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

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

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

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

4.19 SEVERABILITY:

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

4.20 RIGHTS IN DATA:

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

4.21 INTEGRATION:

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

4.22 GOVERNING LAW:

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

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

NEXTIRAONE, LLC

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

**EXHIBIT - A
PRICING**

SERIAL 06044-RFP
PRICING SHEET: **NIGP CODE 7255701**
BIDDER NAME: **Black Box Network Services (NextiraOne LLC)**
VENDOR # : _____
BIDDER ADDRESS: **432 North 44th Street, #200, Phoenix, AZ 85008-7614**
P.O. ADDRESS: _____
BIDDER PHONE #: **602-267-3158**
BIDDER FAX #: **602-267-3396**
COMPANY WEB
SITE: **Blackbox.com**
COMPANY
CONTACT **Mark Ward**
E-MAIL ADDRESS mark.ward@nextiraone.com

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

ACCEPT PROCUREMENT CARD: YES NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: YES NO % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: YES NO % DISCOUNT

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

PAYMENT TERMS:

NET 45 M.W.

1.0 PRICING:

ITEM DESCRIPTION

1.0 TECHNICAL ASSISTANCE

Hourly Rate for certified (On-Site) Technical Service Engineer dedicated to Maricopa County for the support of the SL-100 (2080 hours per year).		
1.1	Hourly Rate	\$ 62.50
	Annual Rate	\$ 130,000.00
		\$ 10,200.00
		Annual Rate for Option 11's and BCM's
Hourly Labor rate for off-shift or after-hour support for dedicated TSE Support		
1.2	No Charge	Overtime has been included into our Service Response. If a tech is required after hours, there will not be a charge.
	Hourly Rate	\$ 160.00
		If you require addition MAC overtime labor = \$160.00
1.3	Unlimited Access to Tier 2 and Tier 3 Support	Tier 2 support is included in our response. Nortel does not offer this style of support.
	Per Port Cost	\$ N/A
	Total Annual Cost	\$ N/A

2.0 SL-100 OWNER-MAINTAINED MAINTENANCE SUPPORT COVERAGE (Critical Spare Parts)

The Monthly cost should be based upon the County's recommended critical spare parts list

2.1	SL-100 SNSE (Version SE07)	11849 Ports
	Per Port Cost	\$ 0.58
	Annual Cost	\$ 82,300.00

3.0 EMERGENCY AND DISASTER RECOVERY SERVICES

Based on the cost structure you have provided in your response to item 1.1 provide costs to dispatch a manufacturer certified technician if the local on -premise contract technician/maintenance personnel require support assistance during an emergency or disaster recovery situation.

Hourly Cost	\$	90.00	Per/Hr
Other Costs*	\$	135.00	Per Day - per diem travel/living if needed

*Other costs may include travel cost and living expenses. Assume in the cost per day figure an emergency situation that would require a technician to travel to Maricopa County site in Phoenix and would require the technician to stay for two days.

4.0 MONITORING

Include the cost of the items or services requested in Section or Sub-Section of 2.4.1

Monitoring Included with SL-100 Service Plan

4.1 Monitoring Cost	No Charge	Monitoring Cost per Port
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4.2 Total Monthly Monitoring Cost	No Charge	Total of Costs for all Locations
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5.0 NORTEL MANAGED SERVICES PRODUCT/Can only be purchased with IVR maint.

The County Requires that the Offeror, will provide the Nortel Managed Services product for the VPS/is and MPS IVR systems to provide 24x7 IVR monitoring and alarm notification to Maricopa County Telecom Personnel.

5.1 The Nortel Managed Services Product	\$	4.23	Cost per Port Monitoring - Support of all IVR Systems This is the annual price
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5.2 Total Monthly Cost for the Nortel Managed Services Product	\$	812.50	Total of costs for monitoring support of all IVR Systems
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6.0 PROFESSIONAL SERVICES

Applicable costs necessary for the successful implementation of your systems, according to the technical specifications.

Each element of Hardware & Software, IVR Application Development, Consulting Services, etc. must be listed and priced.

6.1 Cost Itemization for Professional Services
Hourly Rates for Professional Services

LABOR RATES	HOURLY RATES
Consulting Services	
System Integration	\$ 175.00
Installation Support	\$ 175.00
Conversion Programming	\$ 175.00
Project Management	\$ 175.00
Data Base Build or Load	\$ 90.00
Application Development	\$ 175.00
Application Design	\$ 175.00
Application Testing	\$ 175.00
Training	\$ 90.00
Other(s) (List Below	\$

7.0 EQUIPMENT PURCHASE

Cost Itemization for Equipment

- 7.1 When items are purchased individually _____ **38%** Discount off of Manufacturer List Price (MLP)
Additional Discounts are offered for marketing promotions

- 7.2 When Purchasing a complete new system, or upgrading an existing system _____ **38%** Discount off of Manufacturer List Price (MLP)
Additional Discounts are offered for marketing promotions

Cost Itemization for Software

- 7.3 When Software is purchased individually _____ **38%** Discount off of Manufacturer List Price (MLP)
Additional Discounts are offered for marketing promotions

- 7.4 When Software is purchased as part of a complete new system or upgrading an existing system _____ **38%** Discount off of Manufacturer List Price (MLP)
Additional Discounts are offered for marketing promotions

- 7.5 When additional software licenses are purchased as a part of an upgrade or expansion of an existing system (Provide the itemized and bundled cost per license)

License Pricing Info	Per License Cost	Bundled Pricing
SL-100 ACD	\$ 3,110.00	This is for a qty of 20
Symposium Agent	\$ 14,840.00	This is for a qty of 20, level 100 and 200
Headliner Licenses	\$ -	No charge
Other (Include Below)		

8.0 ITEMIZED COST FOR CONTACT CENTER AND IVR MAINTENANCE, REPAIR AND SUPPORT

Itemized costs necessary necessary for the maintenance, repair, and support of the County Contact Center and IVR Platform, according to Technical Specifications. The maintenance and support must be listed and priced for each element of Hardware & Software, IVR Application, etc.. The County requests the offeror to meet County Standard for Service Level Requirements. If not, the Offeror must provide a committed Service Level Agreement (SLA).

8.1	Cost per Port for IVR Maintenance, Repair, and Support	<u>\$ 32.58</u>	\$ 56314.58 annually
8.2	Monthly Cost for Contact Center Maintenance, Repair, and Support	<u>\$ 2,083.33</u>	\$ 25,000.00 annually
8.3	Total Annual Cost for Contact Center Maintenance & Support	<u>\$ 81,314.58</u>	\$25,000 + \$56,314.58=\$81,314.58 annually

**EXHIBIT – B
SCOPE OF WORK**

NORTEL SUPPORT AND MAINTENANCE

1.0 INTENT:

The Department of Telecommunications of Maricopa County (hereinafter referred to as “County”) requires a Contractor to provide PBX, SL-100 SNSE Maintenance and Contact Center – Owner Maintained Support. To include Technical Assistance Center support, SL-100 Monitoring, Technical Service Engineer for on-premise support, Critical Spare Parts support, 100% Replacement on all Parts, Repair and Return for Nortel Telephone Sets and Cards, and Equipment Purchase.

1.1 CURRENT ENVIRONMENT

1.1.1 The facilities of Maricopa County’s telecommunications systems are provided principally for the conduct of Maricopa County business. The County’s telecommunications systems are available for use by any county department.

1.1.2 Maricopa County currently operates a voice, data and video network over leased digital T-1 and DS3 circuits linking these county sites. Currently the County has DS1 and ATM connections between 4 RCC and 25 remote locations. The County voice T-1 circuits reside on a fiber MUX at 111 S. Ave. The County has DS3 MUX or ATM equipment located at each of the remote locations. (Note: The network details of the County’s network may occasionally change as the County adds, changes, moves, and deletes facilities.)

The County uses an ATM based core network, for the transport of voice, video and data, connecting major campus sites within Maricopa County, along with T-1 connections to six other PBX sites.

The following shows the quantity of ATM sites by location.

QWEST ATM SITES

DESCRIPTION	LOCATION
Planning and Development	501 N 44th Street, Phoenix, AZ
Northwest Courts	14264 Tierra Buena, Surprise
APD RCC	6655 W. Glendale Ave Glendale
Old Court House	125 W. Washington Ave, Phoenix
Security Building	222/234 N. Central Ave, Phoenix
Northeast Courts	18380 N. 40th St, Phoenix
First AZ. Title Bldg	111 W. Monroe Ave, Phoenix
Environmental Quality	1001 N. Central Ave , Phoenix
Luhrs Building	11 W. Jefferson Ave, Phoenix
Clerk of Court Service Center	601 W. Jackson St, Phoenix
APD RCC	2445 Indianola Ave. ,Phoenix
County Attorney Wells Fargo Bldg.	100 W. Washington Ave, Phoenix
Materials Management	320 W. Lincoln Ave, Phoenix
Public Health Administration	4041 N Central Ave, Phoenix
Public Health Clinic	1645 E. Roosevelt Ave, Phoenix
WIC Clinic	926 E McDowell Ave, Phoenix

Maricopa County Library	17811 N. 32nd St. Phoenix
Forensic Science Center	701 W. Jefferson Ave , Phoenix
Facilities Management	2801 S. 28th Dr, Phoenix
Durango West	3325 W. Durango Ave , Phoenix
Flood Control	2801 W. Durango Ave, Phoenix
Durango Juvenile Admin and Courts	3131 W. Durango Ave ,Phoenix
Mesa Juvenile Detention	1810 S. Lewis Ave. Mesa
County Administration Building - RCC2	301 W. Jefferson Ave , Phoenix
Maricopa County Department of Transportation RCC2	2901 W. Durango Ave, Phoenix
Juvenile Administration RCC2	3125 W. Durango Ave , Phoenix
South East Court Facility - RCC2	155 E. Coury Ave, Mesa

Response: Black Box Network Services has read and understood.

1.1.3 The County’s has one major (host) site that serves as the host environment with direct connections to Local Exchange Carriers (LEC’s) – Qwest, including direct connections with Qwest for intralata/interstate services utilizing a single enterprise dial plan. The LEC’s direct connections handle outward long distance services (1+ Intralata, Interlata, InterState, and International, and 0-, 0+ Operator traffic) and inward long distance services (IXC direct termination contract services, and inward WATS 800/888 service).

The Local Exchange Carriers (LEC’s) provide DID/DOD services directly to the host location. DOD outbound T-1’s are located at the 4 RCC sites supporting ‘emergency outbound’ routing in the event all ATM or T-1 links are out of service. The LECs also provide DID/DOD services to key systems and IFB service in remote locations.

At the host location there are direct connections, including direct ISDN-PRI DS1’s. The following shows quantity of DS1s by the location.

Quantity of Qwest DS1s by Location					
Location	City	NPA/NXX	#DS1s	#Trunks	Type of Circuit
111 S. 3rd Ave Host	Phoenix	602/506/372	15 Incoming	360	PRI
111 S. 3rd Ave Host	Phoenix	602/506/372	9 Out-Going	253	DS1
111 S. 3rd Ave Host	Phoenix	602/506/372	9 Two-Way	168	DS1
111 S. 3rd Ave Host	Phoenix	602/506/372	2 Two-Way	24	PRI
111 S. 3rd Ave Host	Phoenix	602/506/372	7 Incoming	161	PRI
111 S. 3rd Ave Host	Phoenix	602/506/372	1 Outgoing Long Distance	24	DS1
301 W. Jefferson	Phoenix	602/506/372	1 Outgoing	24	DS1
2901 W. Durango	Phoenix	602/506/372	1 Outgoing	24	DS1

3125 W. Durango	Phoenix	602/506/372	1 Outgoing	24	DS1
155 E. Coury	Mesa	602/506/372	1 Outgoing	24	DS1
926. E. McDowell	Phoenix	602/506/372	3 Two-way	not trunk ports off host	DS1
245 N Centennial Way	Mesa	602/506/372	3 Two-way	not trunk ports off host	DS1
1750 S. Mesa Dr	Mesa	602/506/372	3 Two-way	not trunk ports off host	DS1
			Total Trunks	1110	

Response: Black Box Network Services has read and understood.

1.1.4 SL-100 SNSE Network and PBX's

The County's Telephone Network links 25 Nortel remote peripheral (IPE) locations. The switches utilize Digital Trunk Interfaces (DTI) capability for interconnections. All of the PBX switches have NARS (Network Alternate Route Selection). The host site is located in Phoenix, Arizona at the 111 S. 3rd Ave. location. The IPE's and switch types and software releases, and the number of stations by location are as follows.

Response: Black Box Network Services has read and understood.

The equipment list below is current as of March 1, 2006.

DESCRIPTION	LOCATION	NORTEL EQUIPMENT TYPE	SOFTWARE RELEASE	ACTUAL STATIONS
SL-100 HOST	111 S 3rd Ave. Phoenix	SL-100 SNSE	SE07	2701
Planning and Development	501 N 44 St Phoenix	IPE	SE07	187
Northwest Courts	14264 Tierra Buena Surprise	IPE	SE07	169
APD RCC	6655 W. Glendale Ave Glendale	IPE	SE07	254
Old Court House	125 W. Washington Ave. Phoenix	IPE	SE07	217
Security Building	222/234 N. Central Ave. Phoenix	IPE	SE07	566
Northeast Courts	18380 N. 40th St. Phoenix	IPE	SE07	291
First AZ. Title Bldg	111 W. Monroe Ave Phoenix	IPE	SE07	101
Environmental Quality	1001 N. Central Ave. Phoenix	IPE	SE07	301
Luhrs Building	11 W. Jefferson Ave. Phoenix	IPE	SE07	410

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Clerk of Court Service Center	601 W. Jackson St. Phoenix	IPE	SE07	157
APD RCC	2445 Indianola Ave. Phoenix	IPE	SE07	177
County Attorney Wells Fargo Bldg.	100 W. Washington Ave Phoenix	IPE	SE07	229
Materials Management	320 W. Lincoln Ave Phoenix	IPE	SE07	168
Public Health Administration	4041 N Central Ave Phoenix	IPE	SE07	123
Public Health Clinic	1645 E. Roosevelt Ave Phoenix	IPE	SE07	244
WIC Clinic	926 E McDowell Ave Phoenix	IPE	SE07	46
Maricopa County Library	17811 N. 32nd St. Phoenix	IPE	SE07	95
Forensic Science Center	701 W. Jefferson Ave Phoenix	IPE	SE07	238
Facilities Management	2801 S. 28th Dr. Phoenix	IPE	SE07	32
Durango West	3325 W. Durango Ave Phoenix	IPE	SE07	460
Flood Control	2801 W. Durango Ave Phoenix	IPE	SE07	300
Durango Juvenile Admin. and Courts	3131 W. Durango Ave Phoenix	IPE	SE07	460
Mesa Juvenile Detention	1810 S. Lewis Ave. Mesa	IPE	SE07	81
APD RCC	245 N Centennial Way Mesa	IPE	SE07	205
Public Defender	1750 S. Mesa Dr. Mesa	IPE	SE07	94
County Administration Building - RCC2	301 W. Jefferson Ave Phoenix	RCC2/ with IPEs	SE07	1858
Maricopa County Department of Transportation RCC2	2901 W. Durango Ave Phoenix	RCC2/ with IPEs	SE07	409
Juvenile Administration RCC2	3125 W. Durango Ave Phoenix	RCC2/ with IPEs	SE07	284
South East Court Facility RCC2	155 E. Coury Ave Mesa	RCC2/ with IPEs	SE07	992
		Digital 5242 Analog 6607	SL-100 Ports	11849

Response: Black Box Network Services has read and understood.

1.1.5 Contact Center and IVR Systems-

Maricopa County’s Contact Center utilizes Nortel Symposium and IVR’s. The system consists of two 48 port VPS/is IVR’s and two 48 port MPS IVR’s supporting the Enterprise. The Symposium Contact Center Service consists of two Symposium, Linkplexor and TAPI servers with one “online” while the other set is a warm stand-by. There currently 270 Symposium agents assigned within the SCCS environment interfacing to IVR applications supporting multiple local and remote County departments. Our assumption is that the Contractor **must** provide maintenance coverage for all existing services and applications.

Response: Black Box Network Services has read and will comply. Maintenance coverage for all existing services and applications has been included.

		Contact Center Information						
Name	Type	O/S	S/P	Manufact.	Software	Rev	Patch Level	
SCCS 1	Dell PE 2550	Win 2003		Nortel	Symposium Call Center	5		
SCCS 2	Dell PE 2550	Win 2003		Nortel	Symposium Call Center	5		
Linkplexor 1	Dell PE 2550	Win 2000	4	Nortel	Symposium Linkplexor	1.2		
Linkplexor 2	Dell PE 2550	Win 2000	4	Nortel	Symposium Linkplexor	1.2		
Tapi 1	Dell PE 2550	Win 2000	4	Nortel	Symposium TAPI	1.1.4.0		
Tapi 2	Dell PE 2550	Win 2000	4	Nortel	Symposium TAPI	1.1.4.0		
IPML 1	IBM 8676 L1X	Win 2000	4	Nortel	VPS 5.4.2.85		23	
IPML 2	IBM 8676 L1X	Win 2000	4	Nortel	MPS 2.1		9	
IPML 3	IBM 8676 L1X	Win 2000	4	Nortel	MPS 2.1		9	
CTI 1	HP Pro DL 320	Win 2000	4	Black Box Network Services	Dialect Lic. Mgr	2.1		
CTI 2	HP Pro DL 320	Win 2000		Black Box Network Services	Dialect Lic. Mgr			
Headline	Dell PE 650	Win 2000	4	Black Box Network Services	Dialect Info. Suite	2.06		
Contact Center Web	Pro DL 380	Win 2003		Nortel	Symposium Web Server			
VPS/is 1	Sun Solaris	SunOS 5.8		Nortel	VPS/is			
Oscar 1	IBM 8676 L1X	Win 2000	4	Nortel	Oscar 5.4.2.45		9	
VPS/is 2	Sun Solaris	SunOS 5.8		Nortel	VPS/is			
Oscar 2	IBM 8676 L1X	Win 2000	4	Nortel	Oscar 5.4.2.45		9	
MPS 1	Sunfire V210	SunOS 5.8		Nortel	Media Process	2.1		
MPS 2	Sunfire V210	SunOS 5.8		Nortel	Media Process	2.1		
Symon	Dell PE 2550	Win 2000	4	Symon	Server Alive	8.2	2	
Point of Sale	Dell PE 2650	Win 2000	4	GO Software	PCCharge			
Switch Expert	Dell PE 2600	Win 2000	4	RTMI	Switch Expert	5.5.0.3		
Fax Back	Pro DL 380	Win 2000	4	Omttool	Fax Sr.			
Comit	Sunfire V440	Solaris 9		PCR	Comit			

Response: Black Box Network Services has read and understood.

Break out the maintenance cost per component.

Black Box Response:

CCAT or CONTACT CENTER INFORMATION

Symposium SCCS & SMLS (Link)	\$ 4,924.00
Dialect (Headline)	\$ 8,216.00
Symon	\$ 2,402.00
TAPI and Other items listed	<u>\$ 9,458.00</u>
	\$25,000.00

IVR & MANAGED SERVICES SUPPORT

48 Port IVR VPS	\$ 14,078.64
48 Port IVR VPS	\$ 14,078.64
48 Port IVR MPS	\$ 14,078.64
48 Port IVR MPS	<u>\$ 14,078.64</u>
	\$ 56,314.56

Managed Services (Nortel)	\$ 9,750.00
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Note: All figures are annual.

1.1.6 Tele-Management System

Maricopa County uses a server based tele-management system called Comit, developed by PCR INC., Professional Computer Resources Inc.

a) The call collection function of the system consists of a single Comit server located at the host location. The Comit system utilizes a single network connection. This device collects and stores call records via FTP from Switch Expert. All of the call data can be formatted utilizing an ad-hoc reporting tool.

b) The billing module of the Comit Server costs the call records and bills them to accounts. The call data consists primarily of administrative calls, which are billed to County departments.

c) The Inventory Module bills County departments for telephone equipment, features and dial tone. This system has the ability to reconcile its database against Qwest billing records. This feature is exercised on a regular basis, at least once per billing cycle.

d) The Work Order and Trouble Ticket Module is the County's primary means of issuing and tracking repair and billing work orders. It has the flexibility to distribute the tasks on a single work order to various technicians, and it allows the technician or work order operator to close out individual transactions as they are completed. As a companion to the work order module, the Comit server provides a means for work order operators to make programming changes directly to the SL-100. In addition, the Comit server collects and downloads daily updates from the County SL-100 network, by building location for Emergency 911 updates to the PSAP, Public Service Answering Position. The County intends to exercise all available features of the Comit Server, including electronic work order dispatch via email as part of an overall effort to improve the service delivery process.

Response: Black Box Network Services has read and understood.

2.0 **SCOPE OF WORK:**

2.1 TECHNICAL ASSISTANCE

Maricopa County Telecommunications is responsible for providing day-to-day installation, add, move and change work as well as providing a full time certified technician to aide in the support of the SL-100 and peripheral equipment maintenance. The County requires that the Contractor will provide the technical assistance and operational support specified.

The County requires technical assistance and operational support to assist the County in resolving any issues associated with the provisioning of telephone services to the County's customer base and SL-100 network. This technical guidance and assistance could be associated with software and hardware installations and upgrades or repair situations. The County will operate at the Tier 1 level with our own Help Desk and will require the Contractor to operate the next level Technical Assistance Center (TAC) that will support the County. The County will act as the liaison and will own the problem on behalf of the County's customers.

Response: Black Box Network Services has read and will comply.

2.1.1 TECHNICAL ASSISTANCE CENTER (TAC)

The minimum elements of the Technical Assistance Center services are listed in this section.

The Contractor must operate a Technical Assistance Center that must be prepared to receive calls from any County technician or County staff and provide the technical assistance support requested. The Center must be available and staffed 24 hours per day, 7 days per week throughout the contract term.

Response: Black Box Network Services has read and will comply.

2.1.1.1 COMMUNICATION FACILITIES

The Contractor must provide a toll free phone line with adequate communications facilities (i.e. trunk facilities) to receive calls from the County.

Response: Black Box Network Services has read and will comply. The SSC can be reached at our 800-324-2222, toll free number.

Describe other mediums that could be used to request technical assistance.

Response: Black Box Network Services does not offer another medium for requesting technical assistance, but does provide an online system for viewing the status of an order once it has been placed. myNextiraOne.com provides Black Box Network Services support customers with secure online access to look up MAC and repair ticket status, review account information and submit requests for subscribed services such as TAC Serve, Telephony Help desk & MACD. Reports for managed services are also posted on myNextiraOne.com. The previous version of this service was known as CustomerWeb.

2.1.2 CUSTOMER WEB PORTAL

Black Box Network Services is pleased to present the model for the enhanced MyNextiraOne customer web portal. The model is currently in production within the Black Box Network Services – Voice Services North division. This web portal currently supports over 50,000 customers and has recently been enhanced.

2.1.2.1 Application must be updated on a regular basis:

The current MyNextiraOne customer web portal is tied to our SIMS case management system. The information in SIMS is presented within MyNextiraOne on an immediate basis as cases are updated by our team members. Maricopa County may have experienced instances where our team members are not updating case notes in a timely manner. Black Box will evaluate these instances and take appropriate action to ensure that our team members are following established processes and procedures. Going forward please contact your local service manager as designated, if these issues surface.

2.1.2.2 Application must provide detailed resolution. Everything that was done to resolve the issue must be documented.

Black Box makes every effort to provide comprehensive solutions within the notes of the case. Maricopa County may have experienced instances where our team members are not following established process and procedures. Going forward please contact your local service manager, as designated, if this issue should arise again.

2.1.2.3 Application must provide a space for corresponding Maricopa County service/repair ticket number.

There are several options that are available to Maricopa County to incorporate MC case numbers. Black Box commits to reviewing these options with Maricopa County within 2 weeks of contract award.

2.1.2.4 Application must provide ability for MC technicians to add updates to tickets.

This capability is part of the model we are using to enhance the MyNextiraOne site. This capability is currently in production within the Black Box Voice Services North division, and it is our intent to provide this same capability within the MyNextiraOne site as soon as possible.

2.1.2.5 Application must provide the ability to “attach” files to Repair tickets for access to all Black Box technicians involved with the ticket.

This capability is part of the model we are using to enhance the MyNextiraOne site. This capability is currently in production within the Black Box Voice Services North division, and it is our intent to provide this same capability within the MyNextiraOne site as soon as possible.

Black Box feels that the model we are presenting today will provide the functionality that Maricopa County seeks in an enhanced MyNextiraOne customer portal. We would like to involve Maricopa County in our effort as we enhance the tool with a goal to deliver the model presented today.

2.1.3 SUPPORT

On receipt of a service request, regardless of the medium, the Technical Assistance Center must record a request in their system and assign and respond to the request in a timely manner. Maricopa County’s target response times for various request classifications (i.e., out of service system, system installation, upgrade installation, engineering question, repair, etc.) are listed in 2.4.1.

Response: Black Box Network Services has read and will comply.

Describe in detail and provide a complete narrative of the services offered for each level of Technical Assistance Center (TAC) support at each level of service for Tier 2, and Tier 3.

Response: Black Box Network Services has read and will comply. A detailed description of the Black Box Network Services Solutions Escalation Plan has been provided below. This plan addresses the support offered by each level of service.

Technical assistance must be provided to the level and complete satisfaction of the calling party. The calling party can request escalation to the next level of support at any time.

Response: Black Box Network Services has read and will comply.

Describe the process and procedures you follow for handling calls to the Technical Assistance Center (TAC) from the time the call is received, including the when and how calls are handed off to the next tier. Provide a clear definition to your escalation criteria.

Response: Black Box Network Services will implement its Service Escalation Plan upon determining that an Emergency Condition exists with a customer's system. The system can either be presently installed and operating, or one which is in the process of being installed and brought into service. An emergency condition is defined as a failure of the system hardware and/or software to such an extent as to materially interfere with a customer's ability to conduct business up to and including the extreme case of a disaster such as fire, explosion or an Act of God which renders the entire system inoperable.

First Level: (30 Minute Response)

1. Field Technician/Engineer initiates TAC call if problem is not immediately evident.
2. Field Technician provides DSM with initial status update.
DSM contacted by SSC upon dispatch of Technician.
3. Field technician establishes a preliminary communication plan with customer and DSM.
4. Customer contact informed.

Second Level: If the Problem is Not Resolved \leq 90 Minutes.

1. DSM determines if Tech/Engineer with correct technical expertise is on site, dispatches additional resources as required.
2. TAC/Technician/Engineer/DSM coordinates delivery of any required equipment or material following the Material Procurement Procedure.
3. DSM escalates to TAC Manager.
4. DSM provides preliminary action plan and establishes formal and mutually acceptable status update timeframes with customer.
5. Customer contact informed.

Third Level: If the Problem is Not Resolved \leq 2 Hours.

1. DSM ensures that all processes to procure additional resources, equipment, tools and support are or will be delivered within required timeframes. Escalates as required.
2. DSM contacts Senior Manager
3. DSM informs customer pending departure and leaves for site.
4. DSM/Senior Manager supports escalation effort through SSC, TAC Management and ensures manufacturer is engaged as required.
5. Senior Manager requests support form Filed Support Senior Manager.
6. Senior Manager determines if scheduling of additional resources is required to support after-hours activities.
7. Customer contact informed.

Fourth Level: If the Problem is Not Resolved ≤ 4 Hours, The Field Support Senior Manager:

1. Assumes overall coordination of the problem resolution effort until resolved.
2. Ensures escalations within TAC and the manufacturer are at the appropriate levels.
3. Coordinates internal and pre-customer calls with TAC and manufacturer.
4. Continues/assumes leadership of customer communication updates.
5. Provides hourly updates to REGIONAL VP OPERATIONS.
6. REGIONAL VP OPERATIONS ensures appropriate and adequate technical resources are available.
7. REGIONAL VP OPERATIONS contacts Field Operations Vice President.
8. Customer contact informed.

Describe personnel qualifications and expertise that are offered at the various levels of Technical Assistance Center (TAC) support, including Tier 2, and Tier 3. The County requires the names and locations of these resources listed by location for local and remote support. The frequency of updates is to be provided at minimum of every six months and as changes occur.

Response: Black Box Network Services has read and will comply. We currently support Maricopa County's SL-100 with TAC engineers. Both of these engineers are very familiar with the various types of equipment in use at the County and will continue in their current roles to support Maricopa County.

Does the Technical Assistance Center service you provide allow the County to submit maintenance, installation, or configuration problems and/or questions directly to the Nortel Technical support group. If not, explain how situations requiring the involvement of the Nortel Technical support group are handled ensuring that all parties are synchronized around identifying the issues and the resolution. Provide a description of your problem resolution process and procedures.

Response: Black Box Network Services has read and cannot comply. Black Box would prefer that the County submit all maintenance, installation, or configuration problems directly to our SSC. In the event that our TAC engineer is unable to resolve an issue, Black Box will escalate the problem to Nortel's Technical Support Group on behalf of the County.

ADDITIONAL SUPPORT REQUIREMENTS – From Clarifications/Best & Final Offer.

Where is BB support team located for IVR Hardware? Will this be local or from Nortel?

Black Box Response:

As proposed, Nortel will provide monitoring (Managed Services) and IVR hardware support as they have local Periphonics Field Services Engineers.

Black Box also has two IVR Engineers and one IVR Developer in the local Phoenix office. Should additional resources be required, these individuals will be dispatched. It is our intent to schedule a meeting to bring these local resources to Maricopa County so they become knowledgeable with your environment.

Where is the BB backup SL-100 'certified' TSE located? How long will it take for him to be on site?

Black Box Response:

We have a pool of SL-100 TSE located throughout the United States that are designated as back-up floating SL-100 resources. In an emergency they could be on-site within 24 hours. As an additional level of support in emergency situations,

Black Box employs additional local SL-100 resources (on-site technicians for the State of Arizona) that could be dispatched to assist.

Regarding the coverage for scheduled time off (vacation, extended sick time). Black Box and Maricopa County need to work closely to schedule these replacement SL-100 TSE resources. Black Box will provide Maricopa County replacement schedules at least 30 days in advance

2.1.4 TECHNICAL ASSISTANCE CENTER (TAC) INTEGRATION

The Service Provider should have specific Technical Assistance Center (TAC) staff that could support other voice related service functions within the overall County enterprise help desk scheme. A single call into the support service structure could cover questions concerning Symposium Call Center Products, CTI devices, IVR, Optivity, Option 11, Norstar, BCM, CS1000, and CTI devices. (see Current Environment-section 1.2 for details). Describe your approach to supporting the variety of telecommunications products within Maricopa County for SL-100, Contact Center, Option 11, and BCM products.

Response: Black Box Network Services has read and will comply. We currently support Maricopa County's SL-100 with specific TAC staff. Engineers are very familiar with the County and will continue in their current roles to support Maricopa County.

Other Product Support. Describe in detail and provide a complete narrative of the support and access to the Nortel Technical Assistance Center (TAC) and Engineering Center that could be provided for these other voice related service and products that could also include application design.

Response: Black Box Network Services has read and will comply. As the largest Nortel Elite Partner in the country, Black Box Network Services has a close working relationship with Nortel's Technical Assistance Center.

Partner Advantage is designed to help channel partners adapt to the changing marketplace, build brand equity and deliver end-to-end converged networking solutions and services. The program consists of three tiers – Advantage Partner; Premium Advantage Partner; and Elite Advantage Partner – based on volume performance, portfolio breadth, and sales, service and operating capabilities and performance metrics. Each designation carries exclusive requirements for channel partners and provides significant benefits to both clients and solution providers large and small.

Nortel has been recognized for successfully engaging value added resellers (VARs) and integrators. The company's enterprise channel program recently received a Five-Star Rating from *VARBusiness* and a Channel Champions award from *CRN* in the voice over IP (Internet Protocol) technical criteria category.

Partner Advantage designees are a select group whose performance and service levels have distinguished them from other Nortel resellers.

Black Box Network Services has a full range of Nortel voice, data, call center and optical certifications, including Alteon, Bay RS Routers, Baystack, BCM, Business Policy Switch, CallPilot, Contivity, CSE1K, Meridian 1, Norstar, Optera, Optical, Passport 6K/7K/15K, Passport 8600, SL-100, Succession and Symposium.

2.1.5 TRAINING

Define how you train and emphasize customer service for your Technical Assistance Center staff, including how frequently they are required to undergo training. Describe in detail how you provide and how often you provide technical training.

Response: One of our most valuable resources is our staff. We strive to provide quality training to our workforce. The two (2) main areas are Voice and Data. Voice courses include installation, maintenance, administration, and application familiarity. Data courses include data terminology, LAN/WAN and OSI model overviews, basic hub and router configuration, and LAN/WAN integration. We work closely with vendors to ensure that our employees are trained and certified on the products for which Black Box Network Services provides services. Furthermore, having met stringent certification requirements, our instructors hold more than 30 different vendor certifications.

2.1.6 TECHNICAL SERVICE ENGINEER (ON-SITE SUPPORT)

Contractor must have the ability to provide the contracted service of an on-site Senior SL-100 Technical Service Engineer, dedicated to the County account as a primary technical support resource certified on the SL-100 SNSE environment for 2080 hours annually, On-Call support, including availability for after-hours support IF required.

2.1.6.1 CURRENT LIST OF TSE CERTIFICATIONS

The certifications of our resident technician are as follows:

- SL-100 Maintenance
- SL-100 ACD
- M1 Installation and Maintenance
- SCCS Installation and Maintenance
- Meridian Mail Maintenance

2.1.6.2 SL-100 RESIDENT TECHNICIAN RESPONSIBILITIES

A detailed description of the duties of the on-site resident technician has been provided in EXHIBIT 1 - SL-100 Resident Technician Responsibilities

2.1.6.3 SERVICE LEVEL – RESIDENT TECHNICIAN

Upon award of the contract, Black Box will send an SL-100 TSE from our TAC center to train with the current TSE so he may become familiar with the site and system. This on-site TAC SL-100 TSE training is expected to take approximately three weeks.

Black Box will commit to training and certifying an existing field TAC Engineer and/or hiring an additional SL-100 TSE in the Phoenix area.

Scheduled Vacation Time

Black Box will have a certified SL-100 TAC Engineer on-site to cover any vacation time scheduled by the dedicated TSE.

Unscheduled Time Off

Black Box will have a process developed and communicated within two weeks of contract award. The process will include provisions for dedicated Black Box TAC engagement when the on-site technician calls in ill. The process will also include the engagement of other local SL-100 trained resources in the event of a

catastrophic failure. The response to a catastrophic failure will be within two hours.

The proposed remote support process for dedicated TAC SL-100 Engineers to fill in the gaps when the local resource is unexpectedly unavailable is as follows. A contact list will be provided in the event escalation is required.

- TSE calls his Manager and the SL-100 TAC center at (888) 449-4583.
- The Manager will notify the Customer and confirm with the SL-100 TAC group
- The TAC center will dial into the switch once every hour
- The TAC center will contact the site in case of any problems and help resolve the issue
- If the situation persists for more than 24 hours, the remote TAC Engineer will review the nightly switch performance every morning and communicate the results with Maricopa County on a daily basis.

2.1.6.4 LOCAL SUPPORT – PERIPHONICS/SYMPOSIUM PROGRAMMING AND DEVELOPMENT.

Symposium

Support is available from the Black Box Solutions Center and locally in Phoenix. In addition, Black Box is training additional local resources to support the Symposium platform. These resources will be trained within 90 days of contract award.

Advanced Contact Center

Black Box has a team of Contact Center support resources based in Phoenix. These Application Engineers, Developers and Project Managers are available to support Maricopa County in the design, development and support of advanced applications. Black Box is in the process of coordinating an on-site meeting with the director of this team who is based in Phoenix. The meeting is intended to present the capabilities and breadth of the contact center advanced application support team, and plan for future development workshops with Maricopa County. This meeting will take place as soon as possible within two weeks of contract award.

In addition, Black Box is training local resources to support the Periphonics platform.

2.2 SL-100 OWNER-MAINTAINED MAINTENANCE SUPPORT COVERAGE

The County requires a cost effective repair and replacement service for critical switch components. The Contractor will be required to provide critical spare parts for “Core Switch” components that are defined to be, but not limited to, the central processor, network and other common switching components that could cause a major component outage or failure. Critical spare parts could also be defined to include parts without a redundant component on site. The spare parts shall remain the property of the Contractor and will be managed by the Contractor. The County and contract on-premise technicians will be responsible for providing the switch equipment maintenance.

Response: While every effort is made to carry or have access to critical spares, it is not

possible to carry all required replacement parts. Non-critical spares can be shipped to the responding technician within 24 hours. Black Box maintains over 70 Warehouses throughout the United States, many of which are Choice Warehouses. Choice Warehouses are open 24 hours a day.

2.2.1 REPAIR AND RETURN

Repair and return of materials can be achieved in one of two ways:

- Transfer to an On-Site Technician Warehouse Location; or
- Submit equipment for maintenance Material Return fulfillment.

Please note that if an on-site technician is provided as part of the agreement on-site technicians will handle repairs.

2.2.2 WAREHOUSE LOCATION

Black Box Network Services partners with Choice Logistics to provide regional critical spares storage and distribution (over 70 existing Choice locations across the country). NextiraOne's contract with Choice provides for 2 hour delivery of parts within a 40 mile radius and 4 hour parts delivery within a 100 hundred mile radius. Choice houses and distributes those parts identified a "critical spares" (CPUs, power supplies, hard drives, etc.). These are crucial components that are required for service affecting or down system troubles. Typically, a quantity of one to two of these identified critical spares are maintained within each Choice Warehouse. Upon usage of materials from Choice, replenishment takes place within 24 hours of the activity.

Please note for the RLCs and Choice fulfillment is based on parts availability. In cases where NextiraOne does not stock a required part, vendor/manufacture availability, and delivery intervals would impact fulfillment time parameters.

2.2.3 MATERIAL RETURN POLICY

The intent of any sales order is to determine the County's need, fulfill the need, and satisfy the customer. The incidence of returned material is an indication that one or more of these objectives has been compromised. Black Box Network Services does not as a rule stock sales inventory, but purchases it from vendors in response to a sales order transaction. These vendors will typically charge Black Box Network Services with 15-25% restocking charges for any returned material.

Returned material may be subject to restocking fees on previously ordered equipment. Returns must be processed utilizing the Job Change Order ("JCO") process. The Project Manager is responsible for creating the JCO and calculating the restocking fees. Return authorizations are only available for product returned in its original condition. Black Box Network Services will not take back software or non-standard equipment after it is delivered to the customer site. Data customers must have advance approval from the Materials Department prior to returning equipment. Restocking fees apply, please refer to the local Materials Department for percentages. Voice restocking fees are 10% of Black Box Network Services' List Price.

In addition, the following guidelines also apply to returned material:

- Equipment must be in original containers and in original condition to qualify for return credit.
- Equipment credit will only be given to job cost for items returned within 60 days (30 days for Data) of the original receipt by NextiraOne.
- Restocking fees imposed by vendors will be recorded as job costs.
- Customers are responsible for any freight charges for returned material.
- Voice customers should obtain advance approval from the Call Center prior to returning goods.
- Any unidentified returns received from the Customer will be returned to the

customer with a note explaining the reason for the return.

2.2.3.1 Defective Material Return Policy – Warranty/Maintenance Customers:

After utilizing any (new or refurbished) part to clear a Customer trouble, defective material will be returned to the warehouse, with a completed defective tag by the Technician within 72 hours of part issuance. The defective part will be processed by Materials to remove the part from the Technician’s defective warehouse and will be processed for refurbished/repair.

2.2.3.2 Material Handling for Acts of God (including but not limited to lightning damage):

When a situation requires material to be utilized to restore service to a Customer’s equipment, as a result of an act of God, new material must be obtained from a Black Box Network Services warehouse location or vendor. Refurbished material will not be used, as defective material will not be returned to Black Box Network Services. The service call must be changed to be billable even if the Customer is in Warranty status, or has a maintenance contract. Black Box Network Services will bill the Customer for new material, so the Customer may then provide the defective material to their insurance company for reimbursement. Damaged material as a result of an act of God must be left on-site for the Customer to dispose of. The only exception is when the Customer signs a Customer Service Order (“CSO”) for the new material and requests that we remove the damaged material on that CSO.

2.3 RECOMMENDED SPARES

SPARE PARTS INVENTORY TABLE					
PART		ON			
NUMBER	REQ	HAND	UNIT/COST	NOMENCLATURE	NOTES
A0361371	5	19	\$ 27.00	FILTER, AIR	
AS1065A	3	17	\$ 6,000.00	AC IPE MODULE ASSEMBLY SL-100 W/FAN BASE	RETIRED - NO REPLACEMENT
NT0X10AA	1	15	\$ 309.75	SCAN CARD	RETIRED - NO REPLACEMENT
NT1X00AB	1	21	\$ 195.83	102 TEST MILIWATT TRUNK	RETIRED - NO REPLACEMENT
NT1X00AD	1	14	\$ -	RECV OFF HOOK TONE GENERATOR	NO PART # IN SIMS
NT1X67BD	1	16	\$ 289.80	TERMINAL CONTROLLER CARD	RETIRED - NO REPLACEMENT
NT1X80AA	1	7	\$ 12,600.72	ENHANCED DIGITAL RAM	
NT1X81AA	1	9	\$ 4,320.80	CONFERENCE TRUNK MODULE 30 PORT	
NT2X10BB	2	7	\$ 666.16	MULTI-LINE TEST UNIT	
NT2X11BA	1	9	\$ 378.40	MULTI-LINE TEST CONTROL CARD	
NT2X48BA	1	21	\$ 364.32	DIG 4 CHANNEL MF REC	
NT2X48BB	1	21	\$ 364.32	DIG 4 CHANNEL DTMF REC	
NT2X57AA	1	2	\$ 233.20	SIGNAL DISTRIBUTION	
NT3X09BA	1	8	\$ 531.52	8X8 MATRIX CARD	
NT3X68AB	1	2	\$ -	MULTI FREQ DUAL TONE GENERATOR	NO PART # IN SIMS
NT3X82AJ	1	9	\$ 1,062.16	OAU DEAD SYS W/COMMON AUD	
NT4X45AA	1	4	\$ 5,240.00	ENHANCED DIGITAL TEST UNIT	RETIRED - NO REPLACEMENT
NT5D11AE	2	27	\$ 1,980.88	LINESIDE T-1 CARD	
NT5D13AA	2	13	\$ 101.20	LINESIDE T-1 CABLE	
NT6D40BA	1	4	\$ 1,440.56	POWER SUPPLY IPE DC	

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NT6D42CD	2	23	\$ 612.48	RING GENERATOR DC	
NT6X18BA	3	7	\$ 91.52	WORLD LINE CARD TYPE A LCME	
NT6X40FB	1	11	\$ 2,000.00	DS-512 LINK CONTROL	RETIRED - NO REPLACEMENT
NT6X40GA	1	5	\$ 720.72	DS-512 LINK CONTROL	
NT6X41AA	1	4	\$ 525.00	SPEECH BUS FORMATTER	RETIRED - NO REPLACEMENT
NT6X42AA	1	6	\$ 756.80	CHANNEL SUPERVISION	
NT6X44AA	1	3	\$ 1,512.72	TIME SWITCH CP	
NT6X48AA	1	6	\$ 1,512.72	DS-30A LCM INTERFACE	
NT6X50AB	2	5	\$ 2,457.84	DS-1 CP INTERFACE	
NT6X53CA	1	7	\$ 270.16	ISDN LCME POWER CONVERTER	
NT6X69AD	1	3	\$ 1,323.52	MSG PROTOCOL & TONE GEN CP	
NT6X92BC	1	5	\$ 1,680.00	UNIERSAL TONE CARD	RETIRED - NO REPLACEMENT
NT6X99AA	1	3	\$ 264.88	BASIC IBERT	
NT7D07BA	2	13	\$ 1,620.08	ENHANCED IPE CONTROLLER	
NT7D07AC	3	5	\$ 1,620.08	IPE CONTROLLER CARD	RETIRED - REPLACEMENT NT7D07BA
NT8D02GA	2	98	\$ 1,071.84	DIGITAL LINE CARD	RETIRED - REPLACEMENT NT8D02HA
NT8D06AB	2	7	\$ 1,440.56	IPE POWER SUPPLY AC	
NT8D09AL	2	66	\$ 1,071.84	ANALOG MESSAGE WAITING LINE CARD	RETIRED - REPLACEMENT NT8D09CA
NT8D21AB	2	6	\$ 612.48	RING GENERATOR AC	
NT8D46FH	3	7	\$ -	50' CABLE IPE	NO PART # IN SIMS
NT9X62CA	1	8	\$ 5,400.56	MS 2 LINK SR-512 PADDLEBOARD	
NT9X79BA	1	2	\$ 227.04	FBUS TERMINATOR	
NT9X84AA	1	4	\$ 988.24	ETHERNET IF CP	
NT9X85AA	1	3	\$ 493.68	DIX ETHERNET PB AIU	
NTAX74AA	1	7	\$ 21,456.16	CAP PROCESSOR	
NTBX01BA	1	5	\$ 3,600.08	ENHANCED ISDN SIGNALING PR	
NTBX36BA	1	4	\$ 175.12	LCME BIC INTERFACE	
NTBX72AA	1	6	\$ 270.16	BATTERY RING CARD LCMI/LCME	
NTFX42AA	1	5	\$ 1,683.44	ISM PROCESSOR	
NTFX43AA	1	5	\$ 1,800.48	ISM DC CONVERTER	
NTMX4724	1	11	\$ -	CABLE ASSY B0242525 (NT1X67) CARD	NO PART # IN SIMS
NTMX71AA	1	6	\$ 900.24	XPM TERMINATOR	
NTMX77AA	1	9	\$ 6,120.40	CPM COMMON PERIPHERAL	
NTMX81AA	2	7	\$ 2,340.80	DUAL DS1 PACKET	
NTNX36DR	2	45	\$ 108.24	45' CABLE IPE/LTC CONTROLLER CABLE	
RAX48-2K	1	3	\$ -	POWER SUPPLY	NO PART # IN SIMS
RAX48-6K	1	44	\$ -	POWER SUPPLY 48VDC	NO PART # IN SIMS
TSI	3	9	\$ 150.00	DS-30A ADAPTER	
TSI 740-01006-01	3	9	\$ -	T-1 IPE INTERFACE CARD	NO PART # IN SIMS
TSI 780-01013-02	2	13	\$ -	T-1 SINGLE UNIT ENCLOSURE	NO PART # IN SIMS

This is the itemization of Maricopa County's "on-site" spares kit, plus the itemization of parts located throughout the 100 NextiraOne/Black Box logistics' centers.

In addition to the NextiraOne/Black Box inventory, we have access to Nortel's "World Wide" Extended Service Plan (ESP) Emergency Part Inventory. Nortel insures availability to these parts within 24 hours.

2.3.1 CRITICAL SPARES VS. CRASH KITS

Black Box Network Services' local warehouse inventories can negate the need for keeping spares on site. Black Box Network Services' part depots carry an optimized inventory load based on reported usage through our inventory management system, as well as through input from our field operations group in regards to new products being supported within the region, that do not yet have accumulated system usage history.

2.3.2 SPARES CACHE LOCATIONS

It shall be the Contractors responsibility to maintain an adequate level of spare parts in order to replace any failed Core Switch component within four hours for non-redundant parts and within 24 hours for redundant parts. When considering the geographical disbursement of County systems, detail where the spare parts equipment caches will be located in Phoenix, Arizona in order to meet the time replacement requirements.

Response: Black Box Network Services has read and will comply. The Black Box parts warehouse is located in Tempe, Arizona.

2.3.3 SPARES AVAILABILITY

The spares are to be located at a "spare warehouses" in Phoenix, Arizona provided by the Contractor. Describe how replacement parts will be delivered to County sites where the failure has occurred or what options are available to County technicians to obtain the needed parts in a timely fashion.

Response: Black Box Network Services cannot guarantee repair times, but will make reasonable efforts to restore normal service to the System within Customer's desired time frames. While every effort is made to carry or have access to critical spares, it is not possible to carry all required replacement parts. Non-critical spares can be shipped to the responding technician within 24 hours. Black Box Network Services has over 70 Warehouses throughout the United States, most of which are Choice Warehouses. Choice Warehouses are open 24 hours a day.

2.3.4 SPARES UPDATING AND TRACKING

Describe how an adequate inventory of spare parts will be maintained and tracked. In addition, describe how the inventory will be updated in response to current firmware, software, and manufacturer revisions to ensure proper operation of the identified systems.

Response: Black Box Network Services' part depots carry an optimized inventory load based on reported usage through our inventory management system, as well as through input from our field operations group in regards to new products being supported within the region, that do not yet have accumulated system usage history.

Each part that comprises the depot's optimized inventory load is created in our system with a min-max level. When part(s) are deployed, a system transaction is recorded that decrements the balance on hand for the part(s). Our planning group determines when the balance on hand for any part drops below minimum from planning reports that are performed daily. The Planner generates a stocking requisition against our main distribution facility located in Houston, Texas. All orders received in Houston by 3 p.m. daily, ship that day. Our standard restock occurs within 24 hours of the part being deployed, and system reporting taking place.

2.4 SOFTWARE UPGRADE PROGRAM –SL100 SOFTWARE UPGRADE SCHEDULE

Cost structure for upgrades for firmware and software upgrades to the SL-100 and Contact Center.

Response: Black Box Network Services has read and will comply. Black Box Network Services, working in conjunction with Nortel, has developed a “KIK” Keep It Current software and hardware upgrade program for Maricopa County. This program provides Maricopa County with up to (2) Software upgrades per annual year. If CPU and main Processor upgrades are required, these components are not included and a separate proposal will be provided.

The annual cost for the KIK plan is \$162,000.00 per year.

2.5 EMERGENCY AND DISASTER RECOVERY SERVICES

2.5.1 EMERGENCY SERVICES

Contractor must commit to dispatch manufacturer certified technician(s) if local County or Contract On-Premise maintenance personnel have been unsuccessful in clearing a major problem.

Response: Black Box Network Services has read and will comply. A detailed overview of our Emergency Disaster Recovery Plan has been included below:

Escalation & Disaster Recovery Procedures

Black Box Network Services will implement its Service Escalation Plan upon determining that an Emergency Condition exists with a customer’s system. The system can either be presently installed and operating, or one which is in the process of being installed and brought into service. An emergency condition is defined as a failure of the system hardware and/or software to such an extent as to materially interfere with a customer's ability to conduct business up to and including the extreme case of a disaster such as fire, explosion or an *Act of God* which renders the entire system inoperable.

2.5.1.1 TECHNICAL ESCALATION PLAN: MAJOR MAINTENANCE

First Level: (30 Minute Response)

1. Field Technician/Engineer initiates TAC call if problem is not immediately evident.
2. Field Technician provides DSM with initial status update. DSM contacted by SSC upon dispatch of Technician.
3. Field technician establishes a preliminary communication plan with customer and DSM.
4. Customer contact informed.

Second Level: If the Problem is Not Resolved ≤90 Minutes.

1. DSM determines if Tech/Engineer with correct technical expertise is on site, dispatches additional resources as required.
2. TAC/Technician/Engineer/DSM coordinates delivery of any required equipment or material following the Material Procurement Procedure.
3. DSM escalates to TAC Manager.

4. DSM provides preliminary action plan and establishes formal and mutually acceptable status update timeframes with customer.
5. Customer contact informed.

Third Level: If the Problem is Not Resolved \leq 2 Hours.

1. DSM ensures that all processes to procure additional resources, equipment, tools and support are or will be delivered within required timeframes. Escalates as required.
2. DSM contacts Senior Manager
3. DSM informs customer pending departure and leaves for site.
4. DSM/Senior Manager supports escalation effort through SSC, TAC Management and ensures manufacturer is engaged as required.
5. Senior Manager requests support form Filed Support Senior Manager.
6. Senior Manager determines if scheduling of additional resources is required to support after-hours activities.
7. Customer contact informed.

Fourth Level: If the Problem is Not Resolved \leq 4 Hours, The Field Support Senior Manager:

1. Assumes overall coordination of the problem resolution effort until resolved.
2. Ensures escalations within TAC and the manufacturer are at the appropriate levels.
3. Coordinates internal and pre-customer calls with TAC and manufacturer.
4. Continues/assumes leadership of customer communication updates.
5. Provides hourly updates to REGIONAL VP OPERATIONS.
6. REGIONAL VP OPERATIONS ensures appropriate and adequate technical resources are available.
7. REGIONAL VP OPERATIONS contacts Field Operations Vice President.
8. Customer contact informed.

2.5.1.2 NOTIFICATION PLAN – MAJOR MAINTENANCE

First Level: (30 Minute Response)

1. Field Technician/Engineer initiates TAC call if problem is not immediately evident.
2. Field Technician/Engineer provides DSM with initial status update.
3. DSM contacted by SSC upon dispatch of Technician.
4. Field Technician/Engineer establishes a preliminary communication plan with customer and DSM.
5. Customer is informed, if problem is not resolved problem goes to next level.

Second Level: If the Problem is Not Resolved \leq 90 Minutes

1. Technician informs DSM trouble resolution is not complete.
2. DSM establishes formal and mutually acceptable status update timeframes with customer.
3. DSM contacts TAC Manager.
4. DSM contacts Senior Manager.
5. DSM and Senior Manager establish communications timeframe.
6. DSM/Senior Manager contacts Field Support Senior Manager.

7. Customer is informed, if problem is not resolved problem goes to next level.

Third Level: If Problem is Not Resolved in \leq 2 Hours

1. DSM informs Senior Manager trouble resolution is not complete.
2. Senior Manager, TAC Manager and Field Support Senior Manager establish communication timeframes.
3. Field Technical Senior Manager and Senior Manager assume leadership of customer communication updates.
4. Senior Manager contacts Regional VP Ops.

Fourth Level: If the Problem is Not Resolved in \leq 4 Hours, the Field Support Senior Manager:

1. Assumes overall coordination of the problem resolution effort until resolved.
2. Ensures escalations within TAC and manufacturer are at the appropriate levels.
3. Coordinates internal and pre-customer calls with TAC and manufacturer.
4. Continues/assumes leadership of customer communication updates.
5. Provides hourly updates to Regional VP Ops.
6. Regional VP Ops ensures appropriate and adequate technical resources are available.
7. Contacts National VP Operations.
8. Customer contact informed.

2.5.1.3 COMBINED ESCALATION PLAN – MINOR MAINTENANCE

First Level - 45-Minute Response

1. Field Technician initiates TAC call of problem is not evident within 45 minutes.
2. Field Technician establishes a preliminary communication plan with customer.
3. Customer contact informed

If the problem is not resolved precede to the next level.

Second Level: If the Problem is Not Resolved in \leq 2 Hours

1. Field Technician provides DSM with initial status update.
2. DSM determines if Tech with correct technical expertise is on site, dispatches additional resources as required.
3. TAC/Technician/Engineer/DSM coordinates delivery of any required equipment or material following the Material Procurement Procedure.
4. DSM determines preliminary action plan, which includes keeping on site or releasing Technician from site.
5. Technician establishes mutually acceptable status update timeframes with customer.
6. Customer contact is informed.

Third Level: If the Problem is Not Resolved in \leq 2 Days

1. DSM ensures that all processes to procure additional resources, equipment, tools and support are or will be delivered within required timeframes. Escalates as required.
2. DSM contacts Senior Manager.
3. Customer contact informed.

If the problem is not resolved proceed to the next level.

Fourth Level: If the Problem is Not Resolved in \leq 7Days, the Field Support Senior Manager:

1. Assumes overall coordination of the problem resolution effort until resolved.
2. Ensures escalations within TAC and the manufacturer are at the appropriate levels.
3. Coordinates internal and pre-customer calls with TAC and manufacturer.
4. Continues/assumes leadership of customer communication updates.
5. Senior Manager determines if scheduling of additional resources is required to support after-hours activities.
6. Advises Regional VP Ops of unresolved problem.

Note: Please contact TAC 5 days in advance for all installs and upgrades for pre-cutover support.

2.5.1.4 TECHNICAL ESCALATION PLAN –
INSTALLATION/IMPLEMENTATION (Up to 224 Hours Prior to Cutover)

First Level - 2 Hours of Problem Identified

1. Field Technician initiates TAC call if problem cannot be resolved.

Second Level - If the Problem is Not Resolved in \leq 8 Hours

1. Technician provides PM/Install DSM with initial status update.

Third Level - If the Problem is Not Resolved in $<$ 2 Days

1. PM/Install DSM informs Senior Manager trouble resolution is not complete.
2. PM/Install DSM /Senior Manager contacts Field Support Senior Manager
3. PM/Install DSM contacts TAC Manager.

Fourth Level - If the Problem is Not Resolved in \leq 7 Days, the Field Support Senior Manager:

1. Assumes overall coordination of the problem resolution effort until resolved.
2. Ensures escalations within TAC and the manufacturer are at the appropriate levels.
3. Coordinates internal and pre-customer calls with TAC and manufacturer.

4. Continues/assumes leadership of customer communication updates.
5. Advises REGIONAL VP OPERATIONS of unresolved problem.

2.5.2 DISASTER RECOVERY PLAN

Black Box Network Services will implement its Disaster Recovery Plan upon determining that a catastrophic event or DISASTER has occurred involving a customer's system. An event such as fire, explosion, flood or an *Act of God* which renders the entire system inoperable and unrecoverable will trigger *the Disaster Recovery Procedure (DRP)*.

In the event of a disaster, Black Box Network Services will make every reasonable attempt to restore a **BASIC** level of telephone service for its customers as quickly as possible. The extent of the damage to the PBX and surrounding environment as a result of the disaster will determine the interval of time required to restore this service on a temporary basis. The requirements to fully restore the system to its original level will be determined after basic service is restored.

TIER LEVEL	TIME FRAME	RESPONSIBLE PARTY/ ACTION	OTHER ACTION ITEM(S)
DRP1	Upon customer call receipt or remote alarm to SSC.	District Service Manager (DSM) assumes overall coordination of disaster recovery effort. DSM notifies customer of assessment plan and time frames. DSM alerts Senior Manager.	Technician(s), TAE(s) and DSM are dispatched to customer's location to assess the overall extent of the damage. The DSM provides feedback to the Senior Manager and coordinates plan of action in conjunction with customer.
DRP2	1 hour after call receipt	DSM determines the requirements for temporary service restoration utilizing available equipment from Black Box Network Services' inventory. DSM directs the dispatcher to coordinate the workforce, and instructs the Materials Purchasing and Logistics Department on equipment requirements and delivery to site.	District Service Manager coordinates with the Customer the logistics of securing an appropriate location for TEMPORARY service equipment. District Service Manager directs, as needed, any activity associated with Customer's telco facilities and the local Telephone Company.
DRP2	Between 1 and 2 hours of call receipt.	DSM notifies Senior Mgr./EDO to contacts the manufacturer directly and request disaster recovery assistance.	DSM continues to coordinate the effort to restore temporary service at the designated Customer site. DSM maintains Customer contact and advises on status of restoration effort.
DRP3	Within 2 hours of call receipt.	DSM notifies the Manufacturer of a disaster to a Customer's system and requests disaster assistance. Senior Manager/EDO is notified.	District Service Manager notifies Manufacturer of a disaster to a Customer's system and requests disaster assistance. Senior Manager/EDO is notified.
DRP4	Within 3 hours of call receipt	Manufacturer's Operating Manager coordinates the emergency system order with the DSM.	Manufacturer's Operating Manager confers with Black Box Network Services and DSM to determine the minimum configuration necessary for BASIC service restoration and determines which system is to be shipped. "Basic Service" is defined as minimal availability of incoming and outgoing service.

Tier Level DRP4 remains in effect until an emergency system arrives at the Customer site and is installed, thereby restoring *BASIC* service to the Customer. The overall objective within the scope of the coordinated Disaster Recovery Plan between Black Box Network Services and the manufacturer is to deliver and provide a functioning, live system within 24 hours.

Response: If a customer experiences a physical disaster that results in the complete loss of service of the customer's Nortel switching equipment, Nortel immediately activates the disaster recovery plan.

Nortel places its disaster recovery team on alert and immediately dispatches an on-site coordinator to assess the extent of damage to the switch and facilities.

The on-site coordinator communicates an assessment to the Nortel coordinator (in Richardson, Texas), who assembles all team members to formulate a detailed disaster recovery plan. Each team member has access to appropriate resources to direct towards the recovery effort.

The primary objective of the disaster recovery plan is to restore basic telephone service to key personnel in the customer organization as soon as possible. The secondary objective of the disaster recovery plan is to restore the customer's Nortel switching equipment to complete operational status as soon as possible.

Nortel assigns top priority to the remedy of any customer disaster and dedicates recovery efforts to achieve a high quality and expedient recovery to pre-incident status. The modular design of the Nortel family of switches and the high level of production in both Raleigh, North Carolina, and Brockville, Ontario, provide immediate access to the equipment required for a customer in a disaster situation.

Disaster Recovery Plan Implementation:

- Black Box Network Services notifies Nortel TAS as soon after the disaster as possible and relates the severity of the situation.
- The TAS representative immediately notifies the TAS Director.
- TAS Director immediately activates the disaster recovery team.
- The disaster recovery team, consisting of the TAS Director, the Engineering/Administration Director, the Installation and Commissioning Senior Manager, and the Senior Manager, Customer Service, assembles and identifies an on-site coordinator to be dispatched immediately to the customer site.
- The disaster recovery team identifies installation and commissioning personnel who are immediately dispatched to the customer site.
- The on-site coordinator determines the extent of damage and relates an assessment to the disaster recovery team in Richardson, Texas.
- The disaster recovery team determines, locates, and directs to the site the exact configuration of the replacement equipment, as required.
- On-site coordinator directs the installation and commissioning of the replacement equipment 24 hours per day, 7 days per week until permanent service is restored.

Response times are contingent on availability of materials, transportation, disaster site facilities, and other contractual obligations. The customer is responsible for maintaining current backup software (image) on a magnetic tape off-site. Nortel recommends archiving monthly. Hospitals, medical centers, and other public health and safety facilities have priority in case of multiple disasters.

Response: The cost of repair or replacement of the switching system and the emergency services provided hereunder would be borne by customer and customer's insurance company.

2.6 MONITORING

The County will be responsible for full switch and peripheral equipment maintenance but has a requirement for traditional monitoring services. The County requires that the Contractor will provide 24 X 7 monitoring and pro-active problem detection of identified SL-100 customer premise equipment (CPE), associated carrier equipment and environmental alarms. The services would also include isolation, diagnosis, County notification and assistance in problem resolution. The County requires that the Contractor have a trouble ticket system (TTS) associated with this service.

Response: Black Box Network Services has read and will comply.

2.6.1 MONITORING AND ALARM NOTIFICATION & SERVICE LEVEL REQUIREMENTS

Provide a complete narrative of your ability to provide operations center services related to the remote, real-time monitoring and alarm notification for the Nortel SL-100 equipment referenced in 1.2 Current environment. Not all of the locations have environmental alarms. Provide reference to whether or not your system can be modified to match specific requirements referenced .

Event Catastrophic/Critical. An event which occurs with results in the loss of the SL-100 system’s ability to provide a majority of its functionality for a significant period of time.

Event Major. An event which occurs during operations which results in the loss of the SL-100’s telecommunications system’s ability to provide a significant portion of its functionality for a significant period of time to include 15% or greater of its trunking for 15 minutes; 10% of its station users for 30 minutes; loss of any contact center connectivity involving the IVR systems, loss of any voice mail connectivity involving an entire Octel Overture-300; and any loss of ability to I/O (input/output) and manage the SL-100. Software problems that affect the majority of the user base as judged by the Maricopa County Telecommunications Director and not resolved in 40 business hours shall be declared major events.

Event Minor. An event which occurs during operations which results in an alarm notification based on a minor quantifiable threshold set as predefined integrity or diagnostics failures within the SL-100.

CONTRACTORS RESPONSE REQUIREMENTS	Service Level Requirements		
	CATASTROPHIC/CRITICAL	MAJOR	MINOR
Amount of Time to recognize Alarm	15 minutes of alarm	15 minutes of alarm	1.0 Hour
Response Time to Consult	30 minutes of alarm	30 minutes of alarm	1.0 Hour
Amount of Time for Arrival of On-Site Technician	2.0 Hours	4.0 Hours	24 Hours
Parts Replacement Arrival On-Site	6.0 Hours	24 Hours	48 Hours

Response: Black Box Network Services has read and will comply. Please see Section 2.3.2 Above.

2.6.1.1 REAL TIME MONITORING

The Contractor must provide 24 hours a day, 7 days a week remote, real-time monitoring as well as pro-active problem detection of identified SL-100 customer premise equipment (CPE). Explain in detail how real-time monitoring will be provided (e. g., site event buffers, SNMP, etc.). Describe the process for monitoring the County network from your operation center to our site.

Response: Black Box Network Services has read and will comply. Many organizations require real-time monitoring of systems and networks to ensure round the clock availability. Black Box Network Services will monitor the system for any defined interval(s) to audit alarms and monitor system function.

Upon receipt of major/critical alarms, the Remote Services group will initiate a call-out to pre-designated individuals (either a customer contact or the Black Box Network Services SL-100 on-call engineer, or both) to make any necessary repairs or tests.

Alarm Monitoring provides the peace of mind that the system is being monitored for trouble at all hours of the day and night, 365 days a year.

REMOTE SERVORD

It can be difficult for Telecommunications organizations to always keep up with the demands of the user community. This can be particularly difficult during vacation times, absences and during other high demand periods. Through Remote Servord, our support group can access the system and process software work orders. Our staff is thoroughly trained in SERVORD and are current on all the latest software features and enhancements.

2.6.1.2 ACCESS PATHS

Define what type of access paths from the operations center to the listed equipment or sites will be required (Sentry or Sentinel devise, Switch Expert, or other devises.) Describe pros/cons of the devices provided.

Response: An analog line is required for each device so that it can report alarms to the operations center.

2.6.1.3 REMOTE INTERROGATION

Remote interrogation of systems will be provided by dial in Turbolink and VPN Smart Card access.

Response: Black Box Network Services has read and understood.

2.6.1.4 TROUBLE CALL PROCEDURES

The services provided should also include isolation, diagnosis, County notification and escalation as appropriate and possible coordination with other groups as necessary. Describe how you would meet these requirements and your procedures for handling trouble situations from the discovery and/or reporting of the trouble until the trouble is handed off or cleared.

Response: Black Box Network Services has read and complies. Black Box has a call center which works in conjunction with the Solutions Support Center (SSC) that can be reached by a toll free "800" telephone number for a variety of services. The SSC is located in Houston, Texas and provides

Maricopa County with a single point of contact.

The Black Box Network Services Maintenance Procedure is as follows:

1. Customer identifies repair work (Example: Extension Number, Room Number, Customer Contact, Job Number) to be performed on NextiraOne's trouble ticket.
2. Customer places call to the toll free 800 number to place repair order.
3. Call receipt person places order in automated system.
4. At the time of the call a determination is made if the call is of an urgent nature. The call will be classified as an emergency 2-hour response), priority (same business day response), or a routine trouble (respond within 24 hours).
5. Trouble is sent via automated system to the remote clear engineers to determine if the trouble can be resolved remotely.
6. In the event the trouble cannot be cleared remotely, a technician is dispatched to the customer's site.
7. Once the technician arrives on-site, the technician will remain with the problem until resolved and if necessary proceed into Black Box Network Services' Service Escalation Plan. The Customer Service Representative follows the ticket through until its resolution. If necessary the documented Maintenance Contact Escalation List will be used.
8. Any time through this process the Customer Service Representative is able to turn this service ticket over to the NextiraOne After-Hours Group depending upon the time of the day.

2.6.1.5 OPERATIONS MONITORING CENTER INFORMATION

The Contractor must provide direct access to the operations monitoring center via a toll free line and/ or another medium. Provide information about your center including contact information and how communication between our organizations would be handled. Would an account contact be assigned to the County? Would an account profile and support package be established for our account?

Response: Black Box Network Services has Solution Support Centers in Montreal, Canada; Minnetonka, Minnesota; Brecksville, Ohio; Irvine, California, Houston, TX and other geographically dispersed locations. The Solutions Support Center is staffed 24 hours a day, seven (7) days a week, 365 days a year, and can be accessed via a toll-free (800) number.

The Centers' remote diagnostics equipment enables Black Box 's service personnel to dial directly into all installed PBXs for immediate monitoring and diagnosis. Should a need for a programming change exist, it can often be performed instantly, eliminating the need to dispatch service technicians to the job site.

A Black Box 's technician at the SSC reviews every service call. The technician uses sophisticated computerized diagnostic routines to determine if the problem can be resolved remotely or if a technician needs to be dispatched to the customer's site. This permits speedy and efficient problem analysis, and frequently results in the problem being corrected by the CSC. Black Box is currently reviewing 90% of the customer-generated calls and clearing 50% of the tickets we actually test. Please note that not all of the Customer generated calls can be tested remotely; as some calls deal with vendor meets, hardware replacement, additional work completed by a field technician already onsite, etc. The CSC monitors over 7,000

PBXs with an average remote clear rate of 96.47%. If the problem cannot be solved remotely, a technician is then dispatched promptly to the customer's site. If required, a TAC Engineer is available for technician support.

Through the advanced technical expertise of the SSC, Black Box is developing new and more efficient methods of troubleshooting. These new methods are employing Artificial Intelligence modeling to automate the remote diagnostics process. Our computerized diagnostic machines are being programmed to run interrogation and repair routines faster and more accurately.

2.6.2 TROUBLE TICKETING SYSTEM

Maricopa County requires that the Contractor have a trouble ticket system (TTS) that provides for automatic and manual opening of tickets, updating, progress reporting, closeout, and archiving of each trouble. This system shall provide detailed trouble resolution. Provide detailed information about your trouble ticket system including what information is contained in the records. At a minimum, we would expect that the records contain the following information:

- County customer name
- Location
- Symptom
- Priority
- Date of ticket creation
- Time of day of ticket creation
- Type of equipment
- Status
- Resolution
- Date ticket closed
- Time of day ticket closed

Response: Black Box Network Services has read and will comply. Black Box Network Services currently uses the Service Information Management System (SIMS) to control, monitor, track and report all contract and project activities. SIMS is a fully automated Order Management system that provides services such as:

Contract Milestone Notification Processing

- **Trouble Ticket Reporting**
- **MAC Request Scheduling**
- **Technician Dispatch**
- **Subcontractor Orders and Progress Reports**
- **Contract Billing**
- **Parts Ordering**
- **Inventory Control**

SIMS is accessed via LAN connection within Black Box Network Services offices and via dial up connection for remote access. SIMS contains modules to support services for technicians, engineers, Project Managers and subcontractors and is available 24 hours a day, 365 days a year.

2.6.2.1 TTS INFORMATION

Does your TTS have the ability to track and maintain a contact database for all equipment locations including the primary, secondary, and any other contact points for locations that may be affected by a problem?

Response: Black Box Network Services logs all alarms and errors in SIMS.

2.6.2.2 ACCESS TO TTS

County personnel must have access to County information in any TTS. Explain how you would provide this access that would allow for monitoring and tracking of troubles.

Response: Black Box Network Services has read and will comply. myNextiraOne.com provides Black Box Network Services support customers with secure online access to look up MAC and repair ticket status, review account information and submit requests for subscribed services such as TAC Serve, Telephony Helpdesk & MACD. Reports for managed services are also posted on myNextiraOne.com. The previous version of this service was known as CustomerWeb.

2.6.2.3 TTS ESCALATION

The TTS must be flexible enough to support automatically escalating trouble conditions by criteria that will vary with the location, the criticality of the alarm, the time of day, day of the week, and/or the magnitude of the trouble responsible for the particular trouble condition(s). Explain how you will meet this requirement providing your normal escalating criteria. Provide detailed chart or escalation procedures here.

Response: Black Box Network Services has read and will comply. A detailed overview of our escalation procedures has been provided in Section 2.5.1 above.

2.6.2.4 OPERATOR ALERTS

The TTS should generate operator alerts for trouble reports that have not been resolved within the time guidelines specified by County's Technical Staff. As a minimum, automated escalation shall be supported based upon the following:

- Duration of an unresolved trouble in the system
- The unexplained reoccurrence of the same failure over a designated period
- Alarm type
- Components affected

Response: Black Box Network Services has read and will comply. The current system in Switchview produces errors on a terminal, printout and callouts.

2.6.3 REPORTS

The TTS shall be able to provide reports or information in a spreadsheet format so trouble tickets can be sorted by County location, symptom, priority, component, escalation level, outage times, date, and ticket open and close times on a yearly, monthly, and weekly basis. The County would expect to be able to receive scheduled reports and to have a method for real-time access to any of the data found in the scheduled reports.

Response: Black Box Network Services has read and will comply. At a minimum, the following reports and processes should be in place with each and every SL-100 Customer:

- **Monthly Report showing the OFCPERF index from SPMS, including**

SERVICE, MTCEPERF and PROVRES (for further information regarding SPMS, please refer to NTP 985-7560-100)

- **Monthly Report showing number of cards replaced, patches applied, PM Reloads and Switch Events.**
- **Verification that all maintenance practices as defined in NTP 985-7560-100 are strictly adhered to including completion of all Office logs (samples are included in NTP 985-7560-100)**
- **Monthly Report showing number of station troubles reported and cleared (if applicable)**
- **Monthly Report showing numbers of “MACs” requested and completed (if applicable)**

In addition there are also voltage checks, image backups, filter cleaning, battery checks, patch applications, history reviews of trunks and lines, data store, program store and assisting with everyday duties.

2.6.3.1 SCHEDULED REPORTING

The County requires that the reports provided be delivered to the County by email.

Daily Activity Report

Action Register

Response: Black Box Network Services has read and will comply. In addition to the system reports outlined above, Black Box has the ability to develop more specialized reports for the County. This would require input from the County regarding specific parameters that would need to be included.

2.6.3.2 REAL-TIME REPORTING

The County requires a method to access any of the data found in the scheduled reports to also be available in real-time. The County requires this be done through a secure encrypted web interface. Discuss your ability to provide this and provide any documentation.

Response: Black Box Network Services requires additional clarification from Maricopa County to determine the specific information to be provided in real-time on a secure encrypted web interface.

Response: myNextiraOne.com provides Black Box Network Services support customers with secure online access to look up MAC and repair ticket status, review account information and submit requests for subscribed services such as TAC Serve, Telephony Helpdesk & MACD. Reports for managed services are also posted on myNextiraOne.com. The previous version of this service was known as CustomerWeb.

2.7 THE “NORTEL MANAGED SERVICES” PRODUCT FOR IVR

The County requires that the Contractor provide the “Nortel Managed Services” for the VPS/is and MPS IVR systems to include alarm notification to Maricopa County telecom personnel.

Response: Black Box Network Services has read and will comply. Nortel will provide daily monitoring on all Nortel Periphonics IVR Equipment. If an event occurs, Nortel will interrogate for the problem, fix remotely or dispatch a Nortel Certified Technician. At the

same time, they will notify Black Box with the issue.

2.8 PROFESSIONAL SERVICES

APPLICABLE PRICING PROVIDED IN ATTACHMENT A - PRICING

2.9 EQUIPMENT PURCHASE

APPLICABLE PRICING PROVIDED IN ATTACHMENT A - PRICING

2.9.1 NORTEL CERTIFICATION

The Contractor must be authorized and certified to **sell and support** Nortel equipment.

Response: Black Box Network Services is the largest Nortel Elite Partner in the country. A Nortel Support Letter is on file with Materials Management.

2.9.2 PARTNER RELATIONSHIP

Identify the type of partner relationship your organization has with Nortel (e.g. Elite, Premium, or Advantage).

Response: Black Box Network Services is the largest Nortel Elite Partner in the country. A Nortel Support Letter is on file.

2.9.3 SECONDARY MARKET RELATIONSHIP

The County intends to use this contract to the extent identified, but reserves the right to procure equipment, including refurbished equipment, from other sources when it is in the best interest of the County to do so. Please describe your relationship with the secondary market for refurbished equipment.

Response: Black Box Network Services has read and will comply. Black Box is a certified Nortel Refurbishing affiliate. Black Box is allowed to remanufacture Nortel components and resell to the Black Box customer base. Additionally, Black can offer Maricopa County Second Market equipment at the most current pricing. Black Box also works closely with other Secondary Market providers for components, as required.

2.10 WARRANTY

The County has embedded base “equipment” with varying levels of warranty coverage. What warranty options or service could you provide for equipment purchased previously from another vendor that still has warranty coverage remaining? Our assumption is that the Contractor will warrant all existing services. If not, what warranty services do you provide? Provide warranty timeframe for new equipment purchases.

Response: Black Box Network Services will continue to support and provide warranty coverage on all existing embedded base “equipment” warranties on all the equipment previously provided to the County by Black Box Network Services.

2.11 TRAINING

The County has on-going need for technical training for County Installation and Maintenance technicians. Provide information on what type of training or training program you can offer and the cost detail. If training is available through a third-party, at minimum include the associated provider contact information and cost detail if available.

Response: Nortel delivers an industry-leading global certification program that sets the

standards for designing, installing, and supporting Nortel products and solutions. This training is provided by Global Knowledge, recognized by Nortel as their Premier Education Provider for Nortel Enterprise Solutions Training in North America.

Global Knowledge offers unique Blended Learning Solutions (BLS)[™] to Nortel Enterprise Solutions customers and business partners, featuring several types of training including:

- Classroom Learning at various training locations
- Virtual Classroom eLearning/ Online & SelfPaced

With over 300 different sales and technical training products, and over 70 classrooms across the continent, Global Knowledge | Nortel Enterprise Solutions Training offers superior training for existing and emerging IT technologies from Nortel. For more information regarding the technical training available through Global Knowledge, contact their web site at globalknowledge.com/norteltraining.

2.12 CONTACT CENTER AND IVR MAINTENANCE SUPPORT

The County has an on-going need for maintenance support for the installed Symposium Contact Center, IVR's and third-party support applications. Provide a cost effective maintenance, support, repair and replacement service for critical non-CPE for Nortel Contact Center cards and equipment. The Contractor must provide local Nortel Contact Center and IVR certified support personnel and Service Level Requirements.

Response: Please refer to the above Sections 2.1.3 and 2.1.6.4 of the Contract for further clarification.

2.13 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.

Response: Black Box Network Services has read and will comply.

2.14 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.

Response: Black Box Network Services has read and understood.

2.15 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.

Response: Black Box Network Services has read and will comply.

2.16 TAX: (COMMODITIES)

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determine low price.

Response: Black Box Network Services has read and will comply.

2.17 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.

Response: Black Box Network Services has read and will comply.

EXHIBIT 1

SL-100 Resident Technician Responsibilities

OVERVIEW

The following is a description of the duties of the SL-100 resident technician. The technician shall incorporate this description as a major part of the daily routine together with other activities that may be required as the site dictates.

The primary function of on an onsite SL-100 technician is to provide an immediate and primary source of expertise in the daily operation and maintenance of a customer owned SL-100. It is the on is the technician's responsibility to ensure the following:

1. Is physically present in the switchroom and/or remotes from 0700 to 1600 hours (7:00 AM through 4:00 PM) allowing 60 minutes for lunch. Note: Hours may vary from site to site based upon individual customer requirements, however generally speaking the technician must be physically present during the normal course of business. Additionally, when issues arise that may not be accomplished during normal hours, be physically present onsite to accomplish the tasks, (e.g. Upgrades, changes in hardware, software, troubleshooting, etc.)
2. Ensure that the following tests are performed *daily*: ALT, ATT, REX, AUTOIMAGE, KILLER TRUNK
3. Ensure test results are reviewed and actions taken.
4. Ensure that proper logs are maintained: CPU, PMRELOAD, Repair and Return, Switch, Office Alarm, Dial-up (access), Trouble, Circuit Pack Replacement, ETAS, Patch, Routine Tasks
5. Ensure utilities in use: C-SCAN, EPIC, DLOG, AUTOPATCH, TURBOLINK, SPMS
6. Operate and maintain customer owned SL-100 switch as well as all other equipment and test equipment.
7. Maintain customer satisfaction, meet customer expectations, quality work, clean work area, and play active role as a team member of the SL-100 group.
8. Deliver quality service, which exceeds customer expectation.
9. CSO/MAC processing, scheduling and tracking trouble analysis, reporting and dispatching of technicians.
10. Support Installation and expansion activities that occur.

Administrative Responsibilities:

- A. Check Email Daily via company issued Laptop and respond promptly and appropriately to messages.
- B. Respond promptly to all voice mail messages from both customer and company.
- C. Maintain statistics and compile into a monthly report showing: OFCPERF index from SPMS, including SERVICE, MTCEPERF and PROVES (for further information regarding SPMS, refer to NTP 985-7560-100).
- D. Monthly reports showing total call volumes by Trunk Group and PM type.
- E. Verification that all maintenance practices as defined in NTP 985-7560-100 are strictly adhered to, including completion of all office logs (samples are included in NTP 985-7560-100)
- F. Monthly report showing numbers of station troubles reported and cleared. (If applicable).
- G. Monthly report showing numbers of MAC's requested and completed (if applicable).
- H. Monthly report verifying completion of Preventative Maintenance Routines.
- I. Site manual to include the following information
 - Site name, Address and Switchroom Telephone Number
 - Customer name and Telephone Number
 - Site Configuration (location and type of Remote Switches)
 - Telco circuit Ids and Repair contacts/Telephone numbers
 - Emergency and Escalation Procedures
 - Dead Office Procedures
 - Location of Emergency Telephone Lines
 - Location of Office image and Office Logs
 - Service Supervisor Name, Telephone number and Beeper number
 - Name, Telephone and Beeper Number of Primary Service Provider (technician, onsite techs, etc).
 - Applications Descriptions (e.g., interface to mail, IVR, Call Center, etc.)
 - Unique or Special Equipment and Devices
 - Site Specific Routines or Procedures
 - Telco Demarcation location
 - Other information useful for Service Staff and/or Customer
 - Modem numbers and Access Information

In the event that the resident technician is on a site that requires Customer reporting procedures such as sign in/sign out log, the technician shall adhere to Customer requirements. Additionally, technicians located on standalone sites shall also follow the following procedures:

REPORTING
PROCEDURES

- Notify Service Supervisor via telephone when leaving the Switchroom during the course of the normal hours, e.g., going to remote site, illness, or for any reason outside of normal maintenance.
- Notify ENTAC Center that the switch room will be unmanned for a specific period and request remote coverage.
- Notify the Service Supervisor of planned absences as far in advance as possible of planned absences (e.g., vacation requests, personal days, medical appointments, etc) to ensure the continuity of contractual obligations.
- Report all worked hours as required to time reporting system using proper activity codes.

The Duties and Responsibilities as stated above are the minimum standards that must be adhered to by the technician in order to ensure the proper maintenance of the customer owned equipment, as well as satisfy company requirements. Every site has specific requirements that will be incorporated into the daily routine, however it does not relieve the technician of the basic premise of the above.

BLACK BOX NETWORK SERVICES, 432 N. 44TH STREET SUITE 200, PHOENIX, AZ 85008
NEXTIRA ONE LLC, 2800 POST OAK, HOUSTON, TX 77056

PRICING SHEET: NIGP CODE 7255701

Terms: NET 30

Vendor Number: W000001225 X

Telephone Number: ~~713/307-4000~~ **602/421-9114**

Contact Person: ~~Roland Martinez~~ **Mark Ward**

E-mail Address: ~~info@nextira.com~~ **mark.Ward@blackbox-vs.com**

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2009.**