

SERIAL 08039 S AVAYA ENTERPRISE COMMUNICATIONS SYSTEM SUSTAINMENT

DATE OF LAST REVISION: December 17, 2008 CONTRACT END DATE: December 31, 2011

CONTRACT PERIOD THROUGH DECEMBER 31, 2011

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **AVAYA ENTERPRISE COMMUNICATIONS SYSTEM SUSTAINMENT**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2008 (Eff. 01/01/09)**

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

BW/mm
Attach

Copy to: Materials Management
Deborah Overton, MCSO Telecommunication

(Please remove Serial 03042-RFP from your contract notebooks)

INVITATION FOR BID FOR: AVAYA ENTERPRISE COMMUNICATIONS SYSTEM SUSTAINMENT**1.0 INTENT:**

The contractor shall furnish all necessary services, qualified personnel, tools/equipment, transportation, and facilities, not otherwise provided by the Maricopa County Sheriff's Office (MCSO) and Telecommunications Technology Division (TTD), to successfully maintain the operation and performance levels of the MCSO owned Avaya Enterprise Communications Systems (ECS) comprising of several telephone service switching nodes, an Interactive Voice Response (IVR) capability hosted on two Avaya IR server platforms as well a large Avaya Modular Messaging (MM) voice messaging system (Exhibit 2). Avaya recognized sold to numbers are also shown in exhibit 2. Further, there are several critical Avaya adjunct systems integrated with the Avaya ECS and together these systems provide quality landline voice telecommunications service and access for the MCSO into the public switched network. The purpose of this bid is to obtain a maintenance support contract for the existing large and critical Avaya ECS and adjunct systems for continuous telecommunications service to support the MCSO law enforcement operations 24 hours a day, 7 days a week.

A successful transition from the current Avaya maintenance contract ending on ~~October~~ **December 31, 2008** to a contractor awarded this contract beginning on ~~November~~ **January 1, 2009** is critical. Therefore, it is imperative that the awarded contractor participate in an intense orientation period as well as a series of joint workshops in the first forty (40) days of the contract following award to define the MCSO TTD processes and to plot a common roadmap to achieve all of the contract required performance objectives (Exhibit 4). An inventory by the contractor will be accomplished of all the deployed Avaya ECS and Avaya adjunct systems. The contractor designated project manager (PM) will need to begin on-site operations no later than ~~October 1~~ **December 18, 2008** to provide input and other contributions in mutually defining and agreeing to the processes to fully achieve the defined levels of telecommunications system maintenance support for MCSO for the term of the contract.

2.0 SCOPE OF SERVICES:**2.1 CURRENT AVAYA ENTERPRISE COMMUNICATIONS SYSTEM:****2.1.1 Avaya ECS:**

S8710s- running CM 3.1.2 version software on five fully redundant switches supporting MCSO voice applications. A planned CM upgrade during the term 2008-2013 is contemplated.

2.1.2 Call Accounting System* (CAS) version ICM 7.2:

Avotus brand call accounting system where each and every call's call detail, to include each and every station to station call on the ECS, is captured and logged. Also inbound and outbound long distance calls will similarly have call records captured and logged.

2.1.3 Avaya Modular Messaging (MM) Avaya version 3.0 (QSIG):

Supporting MCSO voice processing applications including: voicemail locally and remotely (off site) for station users; voicemail locally and remotely (off site) for non-station users, primarily deputies performing patrol duties.

2.1.4 Call Management System and Voice Announcement over LAN (VAL) Boards:

Call Management system software operates at all five S8710 sites providing call center functionality to the MCSO TTD Avaya ECS with 200 licenses on hand for MCSO users. It also uses an Avaya brand recording capability that exists at the main node and at all four major nodes to assure a very high availability of announcements and to provide great flexibility in creating and changing announcements during special events.

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

- 2.1.5 Extreme Network* version 7.7: Extreme / Juniper Network: MCSO TTD has installed, operates and maintains a seven node dedicated wide area network to support MCSO office wide Avaya ECS voice operations. All five S8710 nodes have a dedicated set of Extreme / Juniper devices. An Extreme sixth node is collocated with the Avaya IR enabled IVR capability at the MCSO Data Center. The final and seventh node is located at the MCSO TTD administrative offices at 102 W Madison Lower Level. These 7 nodes today run Extreme 7.7 software.

Installed hardware includes:

- 1 Juniper J4350 AC W JUNOS W/O
- 1 Juniper J4350 AC W JUNOS W/O
- 1 Juniper J4350 AC W JUNOS W/O
- 5 Juniper 2PT T1 PIM W/INTGRTD
- 5 Juniper 2PT T1 PIM W/INTGRTD
- 3 Juniper 2PT T1 PIM W/INTGRTD
- 3 Juniper 2PT T1 PIM W/INTGRTD
- 5 Juniper 2PT T1 PIM W/INTGRTD
- 3 Juniper 2PT T1 PIM W/INTGRTD
- 1 Extreme Summit X450E-48P
- 1 Extreme Summit X450E-48P
- 1 Extreme Summit X250E-48P
- 1 Juniper J2320-JB-SC
- 1 Juniper J2320-JB-SC
- 1 Juniper J2320-JB-SC

- 2.1.6 Interactive Response (IR) version AIR 1.2.1.085:

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

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

2.1.6.1.2 Civil Process Information System (CPIS) allows callers to determine the status of civil cases.

- 2.1.7 Avaya Administrative Software/Hardware: Avaya ECS and Avaya Adjunct system administration is enabled by the use of management software for all the deployed connected systems in that make up the telephony infrastructure including the Avaya ECS components and the Avaya adjunct systems. Administrative PCs: MCSO TTD uses two desktop and three laptops from the 102West Madison Lower Level location to administer the Avaya ECS and Avaya Adjunct System.

2.1.8 Polycom Video Conference MGC 50 Software version 6

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

2.1.9 Avaya Spectel version 30302ai and system software version UnixWare 7.1.1:

Audio Conferencing: One bridge is operating at Madison Street Jail supporting scheduled audio conferences for MCSO subscribers on a scheduled basis.

2.1.10 G700 S8300 Local Survivable Processor (LSP) and G350 S8300 LSP Remotes: MCSO TTD has installed ~~4~~ 12 remotes throughout the Sheriff's Office equipped with local Survivable Processor Capabilities. The G700 sites each serve 50 or more users' with digital telephone service and have 2 T1 circuits that link a G700 remote location into the MCSO Avaya ECS. The G350 sites each serve less than 50 users' with digital telephone service and have 1 T1 circuit that link a G700 remote location into the MCSO Avaya ECS.

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

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

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

2.1.14 Network Accessible Storage* (NAS) allows for backup of critical data and applications. One site is at the MCSO Data Center and the other site is located at Lower Buckeye Jail. All systems software and data updates shall be backed up routinely by the contractor. The interval of back ups must be coordinated with and approved by MCSO TTD. 3rd Wave Solutions today maintains this system.

*Avaya adjunct system

2.2 **HARDWARE SUPPORT AND UPGRADES:**

2.2.1 **EQUIPMENT SET TYPES:**

The contractor shall create a Manufactured Discontinued (MD) plan for all the types of phones currently in use by MCSO. The Contractor shall list all phones that are Manufactured Discontinued (MD) and no longer supported by Avaya.

The contractor shall insure that the current MCSO inventory of Avaya/Lucent digital phones / ancillary devices shall be functionally supported by the contractor on the MCSO TTD Avaya ECS.

The current set support types include: 2420, 6402D, 6408D+, 6416D+, 8410B, 8410D, 8434D, 4620SWIP, 4630BIP, 9640IP, XM22 and EU24.

2.2.2 PREVENTIVE/ROUTINE MAINTENANCE:

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

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

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

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

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

2.2.2.5.1 Firmware shall be kept current by the contactor.

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

2.2.3 WIRING STANDARDS:

All cable and wire installed by the contractor shall be in accordance with the MCSO TTD current wiring standard which today has adopted Comscope (Systemax) practices and standards. There is the potential this shall change during the term of this contract and the successful contractor shall also comply with any standard changes while executing work under this contract. All standards shall be in accordance with the Building Industry Consulting Service International (BICSI). All cable and wire installed by the contractor shall be in accordance with National Electrical Code; the National Fire Protection Association and all local regulations governing such installations (e.g. Plenum Rated cable wire in air plenum return ceilings). The contractor shall also be responsible for adhering to building specific guidelines concerning the installation of wiring in dropped ceilings.

2.2.4 EXISTING WIRING:

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

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

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

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

2.2.4.5 As cross connects are disabled, the contractor shall be responsible to remove all dead jumpers/cross-connects at the Main Distribution Frame (MDF) and Intermediate Distribution Frames (IDF), and to restore all terminals to original standard wiring specifications including identification of pairs and MDF station blocks.

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

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

2.2.5 NEW/REPLACEMENT EQUIPMENT:

2.2.5.1 EQUIVALENTS ACCEPTABLE:

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

2.2.5.2 EQUIPMENT ACCEPTABILITY:

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

2.3 SOFTWARE SUPPORT AND UPGRADES:

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

Prospective bidders shall maintain the Avaya MSPP for the Maricopa County Sheriff's Office account that has been \$550 per switch per month. This should be included in your bid.

2.3.1 MCSO TTD WITNESSING:

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

2.3.2 UPGRADE PROTECTION PLAN:

The UPP, also referred to as the UPPM, MSPP or SSPU is removed from this contract. SRM – software release management will remain part of this contract.

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

2.3.3 UPGRADE NOTIFICATION PLAN:

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

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

- 2.3.3.1 Preconditions to be met prior to the installation
- 2.3.3.2 Explanations of any outages, if any, with length predicted
- 2.3.3.3 Resources both material, technicians and time
- 2.3.3.4 Descriptions of the steps or actions that must take place for the work to be do.
- 2.3.3.5 An owner of each step or action
- 2.3.3.6 A definition of what success is
- 2.3.3.7 A plan to revert to the prior condition before the upgrade or new installation if the installation goes askew at a decision point in time for this, if necessary.

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

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

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

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

2.3.5 UPGRADES, EXPANSIONS AND NEW CAPABILITIES DEPLOYMENTS:

- 2.3.5.1 During the contract period MCSO will open and close facilities as well as expand and shrink other facilities as well as vary staffing levels at current facilities.
- 2.3.5.2 The contractor shall provide a methodology, including project management, to cause successful on-time and on-budget upgrades, expansions and new capabilities deployments to the Avaya ECS and Avaya adjunct systems.
- 2.3.5.3 Describe the professional service capabilities of your firm to accomplish upgrades, expansions and new capabilities deployments.

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

2.3.6 TIME SYNCHRONIZATION:

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

2.4 CUSTOMER SUPPORT:

2.4.1 CUSTOMER SERVICE CENTER:

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

2.4.2 FEATURES AND REQUIREMENTS:

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

2.4.3 UNINTERRUPTED POWER SUPPLY (UPS):

The contractor shall install network connections to all UPS SNMP ports to capture information to provide data input and to e-Notify application hosted at MCSO TTD so as to monitor and manage all the PowerWare brand UPS deployed supporting the Avaya ECS operation. Also, in the first sixty (60) days of this contract the contractor shall establish PowerWare temperature and humidity sensors at each Avaya ECS site and integrate the reporting of these temperature and humidity readings into the newly installed e-Notify management system.

2.4.4 AVAYA TIER II, III, IV:

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

Existing 8 X 5 and locations that do not currently have coverage to be written with 8 X 5 coverage. These locations will still have 24 X 7 monitoring. These locations are as follows:

- **District 1 (Currently has no coverage)**
- **JID/Rosier (Currently has no coverage)**

- **District 4 (Currently has no coverage)**
- **Range (Currently has no coverage)**

MCSO shall have the option to request service outside of the normal 8 X 5 for these locations, billable at time and material as quoted in this contract.

2.4.5 Special Handling / Notification Instructions: Within 60 days of the start of this contract the Contractor shall review and edit with MCSO TTD representatives the special handling / notifications instructions at all Tier 1, 2, 3 and 4 help desks regarding the MCSO TTD account to optimize the support relationship of the contractor and to cause all outage / restoral and trouble shooting actions to be as expedited, efficient and effective as possible

2.4.6 WORK MANAGEMENT:

The contractor trouble ticket/management system is expected to be used to track MCSO Avaya ECS and Avaya adjunct systems problems and their resolution actions. The contractor shall provide a management support system and allow MCSO TTD staff to access the system remotely throughout the contract. MCSO TTD data and trouble tickets shall be archived for a minimum of 180 days.

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

2.4.7 ESCALATION:

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

Existing 8 X 5 and locations that do not currently have coverage to be written with 8 X 5 coverage. These locations will still have 24 X 7 monitoring. These locations are as follows:

District 1 (Currently has no coverage)

- **JID/Rosier (Currently has no coverage)**
- **District 4 (Currently has no coverage)**
- **Range (Currently has no coverage)**

MCSO shall have the option to request service outside of the normal 8 X 5 for these locations, billable at time and material as quoted in this contract.

When the service delivered by a subsystem of the MCSO owned Avaya brand infrastructure fails it must be restored, repaired or replaced in the most expeditious manner possible. When a contractor's time to restore an Avaya ECS and Avaya adjunct system that is not operational is exceeded it is expected that the contractor shall escalate to the appropriate level of the contractor's organization to obtain the resources, people or parts so that the outage is ended or service is returned to normal. It is mandatory for critical and major outages or service interruptions that the contractor accomplishes a root cause and case closure investigations and provides MCSO TTD with the results of those analyses within 15 business days at no cost to MCSO.

2.4.8 OUTAGES AND SERVICE INTERRUPTIONS:

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

Existing 8 X 5 and locations that do not currently have coverage to be written with 8 X 5 coverage. These locations will still have 24 X 7 monitoring. These locations are as follows:

District 1 (Currently has no coverage)

- **JID/Rosier (Currently has no coverage)**
- **District 4 (Currently has no coverage)**
- **Range (Currently has no coverage)**

MCSO shall have the option to request service outside of the normal 8 X 5 for these locations, billable at time and material as quoted in this contract.

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

Minor Outage/Service Interruptions: Any other component failure of system/software or any performance anomaly affecting sustained delivery of services.

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

2.4.9 JOURNAL FILE OF ACCESS

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

2.4.10 MEETINGS:

The contractor and MCSO TTD staff shall meet each Tuesday at the designated MCSO office. Also, a conference call with MCSO staff and the contractor shall be conducted every Thursday. A monthly meeting shall be held to review the previous month issues, trouble tickets, projects accomplished and status of the contractor meeting the performance objectives. This will also form the basis of a quarterly meeting that shall include an officer of the contractor attending.

2.4.11 DISASTER RECOVERY PLAN:

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

2.4.12 EMERGENCY SERVICE PLAN:

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

2.4.13 EMERGENCY RESTORATION PLAN:

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

- 2.4.13.1 Alternative service arrangements for the systems or any remotes, in the event they become isolated due to equipment or facilities failure.
- 2.4.13.2 Loss of system access to the Local Exchange Carrier (LEC), Inter Exchange carrier (IXC) or any component of the PSTN (Public Switched Telephone Network).
- 2.4.13.3 Disruption of service to users and/or circuits or facilities designated as critical by the MCSO TTD.
- 2.4.13.4 Loss of system software
- 2.4.13.5 Major or catastrophic hardware failure
- 2.4.13.6 Interruption of service due to physical damage to the facility or remote locations.
- 2.4.13.7 Isolation of the systems or their components due to interoffice facility failures.

Emergency restoration shall be instituted upon the occurrence of any of the following:

- 2.4.13.8 Catastrophic failure of the Avaya ECS or MM or IVR or Avaya adjunct systems.
- 2.4.13.9 Catastrophic failure of single and/or multiple transmission facilities.
- 2.4.13.10 Remote locations becoming isolated due to equipment and/or facilities failure.
- 2.4.13.11 Loss of system access to the Local Exchange Network (LEN). The contractor even if it not responsible for the failure of local access shall assist in restoring full operations as soon as possible.

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

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

2.4.14 PERFORMANCE OBJECTIVES:

The contractor shall be expected to meet the required performance objectives detailed in Exhibit 4 for the Avaya ECS and Avaya adjunct systems.

2.4.15 Qwest T1 Testing: Monthly the Contractor shall test and document each Qwest carrier T1 attached to the Avaya ECS configuration and provide a report to MCSO TTD as part of their support to MCSO under this contract

2.4.16 MAINTENANCE SUPPORT AND RESPONSE:

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

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

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

2.4.18 MAINTENANCE AVAILABILITY:

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

Existing 8 X 5 and locations that do not currently have coverage to be written with 8 X 5 coverage. These locations will still have 24 X 7 monitoring. These locations are as follows:

District 1 (Currently has no coverage)

- **JID/Rosier (Currently has no coverage)**
- **District 4 (Currently has no coverage)**
- **Range (Currently has no coverage)**

MCSO shall have the option to request service outside of the normal 8 X 5 for these locations, billable at time and material as quoted in this contract.

MCSO Required Maintenance On-Site Response Times

<u>Goal</u>	<u>Metro</u>	<u>Outside Metro</u> <u>Greater than 1 hour driving time from 102</u> <u>W. Madison, Phoenix, AZ</u>
Critical	1 hours	2 hours
Major	2 hours	3 hours
Minor	4 hours	8 hours

2.4.19 PENALTIES:

2.4.19.1 Events that are critical and remain unsolved beyond thirty (30) minutes shall result in a penalty to the contractor until the affected service is 100% restored and the critical alarm cleared. Penalties shall be provided in value banked for future buys, upgrades, maintenance and expansion of the Avaya ECS. The first full hour of an unresolved critical event shall result in a penalty of \$3,000. The second hour or a part thereof shall also result in a penalty of \$3,000. The third and fourth hour or a part thereof shall result in an increased penalty of \$4,000 each hour. The fifth hour or a part thereof shall result in a penalty of \$7,500. The sixth hour or a part thereof shall result in a penalty of \$11,500. The seventh hour or a part thereof shall result in a penalty of \$15,000. The eighth and additional hours or a part thereof shall result in a penalty of \$20,000.

2.4.19.2 Events that are major and remain unsolved beyond one-hundred twenty (120) minutes shall result in a penalty to the contractor until the affected service is 100% restored and the major alarm cleared. The first full hour of an unresolved major event shall result in a penalty of \$1,000. The second hour or a part thereof shall also result in a penalty of \$1,000. The third and fourth hour or a part thereof shall result in an increased penalty of \$1,500 each hour. The fifth hour or a part thereof shall result in a penalty of \$3,000. The sixth hour or a part thereof shall result in a penalty of \$5,000. The seventh hour or a part thereof shall result in a penalty \$7,500. The eighth and additional hours or a part thereof shall result in a penalty of \$10,000 per hour.

2.4.19.3 Cessation of the critical and major alarms shall be agreed to jointly by both the MCSO TTD and the contractor. Penalties, as cited above, are in effect during warranty periods and also in all periods when MCSO TDD purchases full maintenance.

2.4.20 SYSTEM TEST PROCEDURES:

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

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

with test compliance postponed to a stipulated date. However, system test shall be fully and successfully completed before the performance period shall begin.

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

2.4.21 REMOTE ACCESS FOR MAINTENANCE AND SUPPORT:

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

MCSO TTD may block access by contractor personnel and/or systems to Avaya ECS and Avaya adjunct systems through login ID removal and or password/permissions changes. The contractor shall notify MCSO TTD by telephone immediately in the event contractor personnel and/or systems can not access MCSO Avaya ECS and Avaya adjunct systems.

The contractor must follow the special handling notes for any access to a MCSO Avaya ECS and Avaya adjunct system.

2.4.21.1 REMOTE ACCESS:

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

2.4.21.2 REMOTE ALARMS:

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

Existing 8 X 5 and locations that do not currently have coverage to be written with 8 X 5 coverage. These locations will still have 24 X 7 monitoring. These locations are as follows:

District 1 (Currently has no coverage)

- **JID/Rosier (Currently has no coverage)**

- **District 4 (Currently has no coverage)**
- **Range (Currently has no coverage)**

MCSO shall have the option to request service outside of the normal 8 X 5 for these locations, billable at time and material as quoted in this contract.

2.4.22 APPLICABLE STANDARDS AND REGULATIONS:

The contractor shall comply with all standards, codes, accepted industry practices, and regulations as they pertain to switching systems, switching peripheral devices, facilities, environment, protection, security, power, and uninterruptible power systems that include electric batteries. These standards, codes, accepted industry practices, and regulations shall be adhered to during the life of this contract by the contractor and all sub-contractors used. The contractor shall be responsible for obtaining any and all permits required by local, state, and federal law; if required; at no additional cost to MCSO TTD.

2.4.23 CRAFT PERFORMANCE EXPECTATION:

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

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

2.4.24 MAINTENANCE COST CALCULATION:

The maintenance support price shall be calculated annually for years 1-3 as provided in Attachment A. The price shall be based on the requirements contained herein to successfully maintain the operation and performance levels of the Avaya ECS and Avaya adjunct systems. A list of the current Avaya ECS environment is detailed in Exhibit 2.

The contractor shall also provide a percentage discount off the manufacturer's list price for new equipment. The contractor shall provide a current equipment price list to MCSO TTD.

2.5 CONTRACTOR QUALIFICATIONS:

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

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

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

2.5.2 The contractor shall provide a letter in the bid for each sub partner demonstrating that a formal relationship is established to fulfill the terms of this contract. In addition, the contractor shall establish that each sub partner is an authorized dealer of the manufacturer for the service and maintenance of the equipment represented. The following is a list of sub partners under the current contract: Redsky, Avotus, 3rd Wave Solutions, Nuance, PowerWare and Extreme networks. 3rd Wave Solutions today maintains the Exchange

Server, Text to Speech servers, the Avotus server, the NAS system and the Redsky server.

2.6 INTEGRATION RESPONSIBILITY; GENERAL CONTRACTOR AND SUBCONTRACTOR:

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

2.7 USAGE REPORT:

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

2.8 ACCEPTANCE:

For new installations and upgrades, a performance period of thirty (30) continuous days after going into service shall constitute a successful performance period. The performance period shall not begin until customer monitored system testing has been fully and successfully completed. A failure of the system within a thirty (30) day performance period shall cause a restart of the time counter when the system is restored from the failure and retested and a new thirty (30) day period of continuous service recommences. Invoicing may occur for the upgrade or new installation after the successful conclusion of the performance period.

2.9 WARRANTY:

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

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

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

2.10 WAREHOUSE/DISTRIBUTION CENTER:

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

2.11 FACTORY AUTHORIZED SERVICE AVAILABILITY:

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

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

2.12 SECURITY CLEARANCE:

The Maricopa County Sheriff's Office (MCSO) does not allow a service contractor access into a jail facility to perform any type of service unless a background check has been completed (Exhibit 3). The MCSO Facilities Security Guidelines explains all the necessary requirements of contractors performing work at such facilities. If it is anticipated that the contractor has staff visiting the site on a consistent basis, these forms will be completed by the person requesting facility access and the background check will be completed prior to approving access.

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

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

2.13 INVOICES AND PAYMENTS:

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

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

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

2.13.2 Payment may 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/).

2.13.3 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.

2.14 TAX:

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

2.15 DELIVERY:

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

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

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

3.2 OPTION TO EXTEND:

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

3.3 PRICE ADJUSTMENT:

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

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 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.

3.5 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 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.

3.5.1 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.

3.5.2 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.

3.5.3 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 \$500,000 for each accident, \$500,000 disease for each employee, and \$1,000,000 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.

3.5.4 Certificates of Insurance:

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

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

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

3.5.4.2 Cancellation and Expiration Notice.

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

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

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

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.8 NO GUARANTEED QUANTITIES.

The Respondent understands and hereby acknowledges that the County makes no representations nor guarantees the Respondent any minimum or maximum number of units of service to be provided under this Contract

3.9 ORDERING AUTHORITY.

3.9.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

- 3.9.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the award of contract to the Respondent. Purchase orders must cite the Contract number.
- 3.9.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.
- 3.9.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

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

Administrative telephone inquiries shall be addressed to:

BRIAN WALSH, PROCUREMENT OFFICER, 602-506-3454
(walshb@mail.maricopa.gov)

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

3.11 EVALUATION CRITERIA.

3.11.1 The evaluation of Bids will be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of Responsibility.

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

3.12 SUBMISSION PRICE CLARITY.

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

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Respondents shall provide their Bids as follows:

3.13.1 **One (1) original hardcopy.**

3.13.2 **Two (2) CDs providing all Bid response documents in Word, Excel (Attachment A) and all Bid response documents in PDF format.**

- 3.13.2.1 **ATTACHMENT A (PRICING)-EXCEL**
- 3.13.2.2 **ATTACHMENT B (AGREEMENT)-WORD**
- 3.13.2.3 **ATTACHMENT C (REFERENCES)-WORD**
- 3.13.2.4 **ATTACHMENT D (QUESTIONNAIRE)-WORD**
- 3.13.2.5 **PROOF OF CERTIFICATION PER SECTION 2.5.1**
- 3.13.2.6 **PROOF OF RELATIONSHIP PER SECTION 2.5.1.1**
- 3.13.2.7 **PROOF OF CERTIFICATION PER SECTION 2.5.1.2**
- 3.13.2.8 **PROOF OF RELATIONSHIP PER SECTION 2.5.2**

3.13.3 Respondents shall address bids identified with return address, serial number and title in the following manner:

Maricopa County
Materials Management Department
320 West Lincoln Street
Phoenix, Arizona 85003-2494

SERIAL 08039- S, AVAYA ENTERPRISE COMMUNICATIONS SYSTEM
SUSTAINMENT

3.13.4 Bids must be signed by an owner, partner or corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred fifty (150) days after the bid closing date.

3.14 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

3.14.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

3.14.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

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

3.15.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

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

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

3.16.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

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

3.17 **POST AWARD MEETING:**

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

QUAGGA, 15825 S. 46TH STREET #126, PHOENIX, AZ 85048

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

PRICING SHEET: 7255702

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1.1 Annual maintenance service agreement per section 2.0	<u>\$650,000</u>	<u>\$650,000</u>	<u>\$650,000</u>
1.2 Hourly rate for installation of new equipment	<u>\$140</u>	<u>\$140</u>	<u>\$140 rate per hour</u>
1.3 Percentage discount off manufacturer's list price for new equipment		<u>35%</u>	

Terms: 2% 10 Days Net 30

Vendor Number: W000013233 X

Telephone Number: 866/233-6878

Fax Number: 916/357-5193

Contact Person: Ken Apperson

E-mail Address: Ken.Apperson@quagga.com

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2011.**