

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

REQUEST FOR PROPOSALS SPECIFICATION NO. 07-097

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

VOIP Maintenance Agreement

Sealed proposals will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 21, 2007 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

**PROPOSAL
SPECIFICATION NO. 07-097**

**BID OPENING TIME: 12:00 NOON
DATE: Wednesday, March 21, 2007**

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

1. Platinum Maintenance Agreement – All Hardware and Labor Included _____ per yr
2. Platinum Maintenance Agreement – Switch Room Hardware Only and Labor Included _____ per yr
3. Gold Maintenance Agreement – All Hardware and Labor Included _____ per yr
4. Gold Maintenance Agreement – Switch Room Hardware Only and Labor Included _____ per yr.

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

**RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE:
SEALED BID FOR SPEC. 07-097, along with your company name.**

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

E-MAIL ADDRESS

INSTRUCTIONS TO PROPOSERS
CITY OF LINCOLN, NEBRASKA
PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.

REQUIREMENTS FOR VOIP MAINTENANCE AGREEMENT

1. INTENT

1.1 The requirements listed herein are to provide the services described to the City for a period of one (1) year with option to renew for two additional one year periods.

2. TERM OF AGREEMENT

2.1 This Agreement shall commence on Insert Agreement Commencement Date and continue for one (1) year thereafter, unless renewed pursuant to Paragraph 10 of this Agreement.

3. PERFORMANCE

3.1 The successful contractor agrees to provide maintenance services upon request by the City in order to restore malfunctioning component parts of the Equipment (described in Attachment A (Schedule of Equipment) attached to and made a part of this Agreement) to proper working order in accordance with Paragraph 4 herein.

3.1.1 This Agreement does not cover damages to or failure of the Equipment caused by other than normal wear and tear; including, but not limited to, misuse, negligence, accident, theft or unexplained loss, abuse, storms, fire, floods, water damage, wind, vandalism, Acts of God or of the public enemy, failure of the City to provide a suitable operating environment for the Equipment as required in the Equipment specifications, improper wiring, repair or alteration by anyone other than the successful contractor or an entity expressly and previously approved by the successful contractor, fluctuations or inconsistencies in electrical current, connection to direct current, or use in violation of any instructions furnished by the Contractor.

3.1.2 The City agrees that, in such cases, the City will pay the successful contractor in accordance with its then prevailing rates for any repairs made pursuant thereto.

3.2 The successful contractor's responsibility with respect to its obligation to provide maintenance service under this Agreement shall be limited to the equipment listed in the Schedule of Equipment.

3.3 Maintenance will include adjustments and replacement of parts deemed necessary by the successful contractor.

3.3.1 Replacement parts may be either new or reconditioned and equivalent to new in performance.

3.3.2 Maintenance parts will be furnished on an exchange basis and replaced parts will become the property of the City .

4. SERVICE STANDARDS

4.1 The successful contractor will use factory authorized parts where applicable, and in all other cases, parts of equal quality.

4.1.1 The successful contractor will use system engineers and customer service representatives adequately trained for the specific systems being maintained through this Agreement.

4.1.2 The successful contractor shall perform all maintenance services in a workmanlike manner and in accordance with the recommended practices by the individual manufacturers' of the component parts of the equipment.

5. MINOR RESPONSE TIME

5.1 Routine repair and replacement services shall be performed by the successful contractor's qualified system engineer between 8:00 a.m. and 5:00 p.m. Monday through Friday, except successful contractor's holidays.

- 5.1.1 The successful contractor shall work towards resolution involving one or more of the following; remote diagnostics, telephone consultation, work to correct the problem with notification to the City that a system engineer does not need to be dispatched to correct the problem, or dispatch of system engineer(s) to the City's premises within twenty-four (24) hours of City's request for such routine services, except when City's request is made on, or the day preceding a holiday of the successful contractor or a weekend.
- 5.1.2 When the City's request is made on, or the day preceding a holiday of successful contractor or a weekend, such routine services shall commence by 10:00 a.m. on successful contractors' next normal workday, unless City requests service within twenty-four (24) hours in which case the city agrees to pay the then prevailing rate for such service beyond the hours designated in this paragraph.
- 5.2 The following are established as holidays:
 - 5.2.1 NEW YEAR'S DAY
 - MEMORIAL DAY
 - FOURTH OF JULY
 - LABOR DAY
 - THANKSGIVING DAY
 - THE BUSINESS DAY AFTER THANKSGIVING
 - THE BUSINESS DAY PRECEDING CHRISTMAS DAY
 - CHRISTMAS DAY

6. MAJOR RESPONSE TIME

- 6.1 Emergency repair and replacement services shall be performed by the successful contractor promptly as defined in Attachment B (Maintenance Offerings), attached to and made part of this Agreement.

7. FORCE MAJEURE

- 7.1 The City hereby agrees that the successful contractor is relieved of all obligations, and will incur no liability or responsibility for any liquidated damages or any other damages contained herein if the performance of any obligation is prevented or restricted or interfered with by reason of:
- 7.2 Fire, explosion, breakdown of plant, snowstorm, epidemic, hailstorm, hurricane, tornado, cyclone, flood, other acts of God, power failure, riots, or war.
- 7.3 Any existing or future law, order, proclamation, regulation, ordinance, demand, or requirement of any government or any subdivision, authority, or representative of any such government.
- 7.3 Labor difficulties, including but not limited to strikes, slowdowns, picketing, or boycott, provided however, that the successful contractor shall use every reasonable effort to perform the required services when possible, including, in the event access is restricted by labor disputes or picketing, the use of management and/or non-craft personnel of the successful contractor to perform the required services when possible.

8. ESCALATION

- 8.1 After a system engineer has responded to a request for either routine service or emergency service as provided in the Agreement and in the event such system engineer has exhausted all recommended fault detection procedures without discovering and/or correcting any problems, such system engineer shall be provided with the following additional sources of technical assistance, each of which shall have the ability to remotely access City's equipment and conduct fault detection procedures:
 - 8.1.1 The Contractor's Technical Assistance Center;
 - 8.1.2 The Contractor's Service Manager;
 - 8.1.3 The Contractor's Director of Operations;
 - 8.1.4 The manufacturer's Global Network Technical Support ("GNTS"); (Currently located in Richardson, Texas)
 - 8.1.5 In the event that any of the above described sources of technical assistance determine that the sources of City's problem cannot be detected and/or corrected without on-site presence, such on-site presence shall be provided without additional charge to the City.

9. CITY'S PAYMENTS

- 9.1 The yearly charge for the services provided in this Agreement, plus any taxes, however designated, levied or charged, for the materials and/or services furnished hereunder except any franchise tax or tax on the successful contractors' net income, are payable yearly in advance.
- 9.2 Further, the charges as stated in Attachment A (Annual Schedule of Equipment) shall be adjusted annually in accordance with Paragraph 10 hereof.

10. PRICE CHANGES

- 10.1 Attachment A lists the major system components which are likely to be increased or decreased and the current annual maintenance charge for such components.
 - 10.1.1 The parties acknowledge that Attachment A is not a complete listing of all system components subject to annual maintenance charges.
- 10.2 Annually, as part of the Maintenance Agreement renewal process, successful contractor shall prepare and forward to the City a revised Attachment A.
 - 10.2.1 The Attachment shall identify any new system components subject to annual maintenance charges.
- 10.3 The successful contractor may adjust the maintenance charges stated within Attachment A for existing system components as part of the Maintenance Agreement renewal process.

11. EXCLUSIONS

- 11.1 Maintenance services provided by the contractor under this Agreement do not include the following, which are specifically excluded.
 - 11.1.1 If such services are made available, they will be provided by the contractor under this Agreement at the then prevailing rates:
 - 11.1.1.1 Repair of damage, defects or malfunctions, or increase in service time, caused by City's failure continually to provide a suitable installation environment with all facilities prescribed by any applicable installation procedures, including but not limited to the failure to provide, or the failure of, adequate electrical power.
 - 11.1.1.2 Repair of damage, defects or malfunctions, or increase in service time, caused by the use of Equipment for other than the purposes for which designated, due to neglect or misuse.
 - 11.1.1.3 Repair of damage, defects or malfunctions, or increase in service time, resulting from the alteration or modification of any of the Equipment after the Maintenance Service Commencement Date, other than by contractor.
 - 11.1.1.4 Repair of damage, defects or malfunctions, or increase in service time, caused by attachments, which are defined as mechanical, electrical or electronic interconnects made after the Maintenance Service Commencement Date to Equipment covered by this Agreement.
 - 11.1.1.5 Service time and materials associated with any rearrangement or relocation of Equipment.
 - 11.1.1.6 Refurbishing the Equipment or furnishing materials therefore, inspecting altered Equipment, or adding or removing accessories, attachments or other devices, unless such work is performed by contractor .
 - 11.1.1.7 Electrical work external to the Equipment or maintenance or accessories, alterations, modifications, attachments or other devices not identified in the System Summary.
 - 11.1.1.8 Building cabling, such as risers or feeder but not limited to, which may be affected by any other service entities.

12. ACCESS TO EQUIPMENT, ETC.

- 12.1 The Contractor shall have full and free access to the Equipment to provide service thereon, with advance approval of City.
 - 12.1.1 The City agrees to provide a suitable installation environment; storage space for spare parts and maintenance equipment, adequate work space and electrical and telecommunications connections as specified by Contractor, at no charge to City.

- 12.2 The City agrees to follow all applicable installation, operation and maintenance instructions with respect to the Equipment.
- 12.2.1 If persons other than the Contractor representatives perform maintenance or repairs on an item of Equipment, and as a result thereof, further repair by the Contractor is required, such further repair will be made at Contractors' then current prevailing rates.
- 12.2.2 The Contractor may withdraw that item of equipment from this Agreement upon thirty (30) days prior written notice to City following any repetition of the need for additional repair of such Equipment caused by non-contractor maintenance activity.
- 12.2.3 City represents to the Contractor that the City is the owner or lessee of the Equipment covered by this Agreement, or, if not the owner or lessee, that the city has authority from the owner to include such Equipment under this Agreement.

13. DEFAULT

- 13.1 In the event of any material breach of this Agreement by either party hereto, the other party may (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) terminate this Agreement, in whole or in part, upon thirty (30) days prior written notice; provided however, that this Agreement shall not terminate at the end of said thirty (30) days notice period if the party in breach has cured the breach of which it has been notified prior to the expiration of said thirty (30) days.
- 13.2 No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding hereto unless made in writing and duly signed by both parties.
- 13.2.1 A failure or delay of either party to this Agreement to enforce at any time any of the provisions hereof, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof shall in no way be construed to be a waiver of such provision.

14. WARRANTIES AND REMEDIES

- 14.1 ANYTHING IN THIS AGREEMENT OR APPLICABLE LAW TO THE CONTRARY NOTWITHSTANDING, NEITHER THE CONTRACTOR OR THE CONTRACTOR'S SUPPLIERS WILL HAVE ANY LIABILITY TO ANYONE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY DESCRIPTION (INCLUDING BUT NOT LIMITED TO INCREASED EXPENSES, LOST BUSINESS OR PROFITS, AND DAMAGES OR PENALTIES PAYABLE TO THIRD PARTIES), WHETHER BASED ON WARRANTY OR OTHER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT UNDER A THEORY OF CONTRIBUTION OR INDEMNITY, OR OTHERWISE ALL OF WHICH THE CONTRACTOR'S SPECIFICALLY DISCLAIMS.
- 14.2 City is aware that incidents of unauthorized access to telephone systems are increasing and that the means of gaining unauthorized access to telephone systems are rapidly changing.
- 14.2.1 City understands and acknowledges that the contractor cannot prevent unauthorized access to the system being maintained pursuant to this Agreement and that the contractor has not made representations or warranties, express or implied, to the effect that unauthorized access to the system will not occur.
- 14.2.2 Accordingly, City expressly acknowledges and agrees that the contractor shall not be responsible--whether by contract, tort or otherwise--for loss or damage of any kind, including but not limited to long distance telephone charges City is required to pay, resulting from unauthorized access to the System and that City assumes all risk of loss or damage of any kind, including but not limited to long distance telephone charges City is required to pay, resulting from unauthorized access to the System.
- 14.2.3 Nothing, herein, however, shall exonerate the contractor from loss or damage caused by wrongful conduct which is willful, wanton, reckless or intentional.

15. GENERAL

- 15.1 Entire Agreement: This Agreement, including attachments, constitutes the entire agreement of the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, concerning such subject matter. No representations, understandings, agreements or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth.
- 15.2 Assignment of Agreement: Neither party may assign this Agreement to a third party without the written consent of the other party.
- 15.3 Compliance with Laws: Each Party's performance under this Agreement shall comply with all applicable Federal, State, and local laws, rules, regulations, court orders, and governmental agency orders.
- 15.4 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Nebraska except for its provisions regarding conflicts of law, and except to the extent that federal communications law applies. Any court action arising from this Agreement shall be venued in Nebraska, in either federal or state court, as is appropriate.
- 15.5 Severability: If a court or a governmental agency with proper jurisdiction determines that a provision of this Agreement is unlawful, the provision shall be stricken, and if the Parties can legally, commercially, and practicably continue this Agreement without the stricken provision, the remainder of the Agreement shall continue in effect.

16. USE OF INFORMATION

- 16.1 Manuals, drawings or other items provided by contractor, regardless of origin, are confidential documents.
- 16.2 These documents are provided for the sole purpose of maintenance and enhancement of the City's system, and are not to be used in any other manner, or for any other purpose.

17. PAST DUE PAYMENTS

- 17.1 Other provisions of this Agreement to the contrary notwithstanding, it is agreed and understood that all of the contractor's obligations (regardless of when arising) under this Service Agreement (including but not limited to its obligation to perform emergency repair and replacement services) are expressly made conditional upon City having paid in full all charges of any description (arising under this Service Agreement) due and payable to the contractor at that time.
- 17.2 The contractor shall have no duty to render any performance of any kind under this Service Agreement until City has paid in full all such past due charges.

18. MOVES AND CHANGES

- 18.1 Should City require the contractor to provide labor and materials for the purpose of relocation, rearrangement, additions to the system, removal of any system components, the contractor will perform the required work and charge City at the prevailing rates for such work.

**19. MANUFACTURER DISCONTINUED, END OF LIFE , OR NON-SUPPORTED EQUIPMENT/
SOFTWARE**

- 19.1 The Contractor acknowledges that from time to time City's system may utilize software and/or hardware that has become classified by the manufacturer as "Manufacturer Discontinued" or "End of Life" and will no longer support equipment and/or software classified as such.
- 19.1.1 However, the contractor will continue to support the system to the best of its abilities until such time said support becomes impossible.
- 19.2 This means that should the City experience a service affecting fault with their system and should contractor find it necessary to seek support from the manufacturer, the City will be required to upgrade said equipment to "Current" status software and/or hardware to resolve the service affecting fault.

- 19.2.1 Should this "Upgrade" be required, the City will be responsible to pay for Software and/or Hardware or both and labor costs necessary to complete the upgrade and restore the system to "Current" supported status or choose to accept the service affecting fault as is.
- 19.2.2 The Manufacturer's "Nortel" current Software requirement for software supports, fixes, etc. is to maintain Software Products at the Major Release or one version prior. "N-2 Levels"

20. QUALITY AUDIT

- 20.1 Maintenance Agreement subject to approval based on Contractor's acceptance of results of the Quality Audit of the Equipment Room environmental, power, and ground conditions.
 - 20.1.1 The Equipment Room and City owned equipment must meet Manufacturers and Contractors environmental specifications.
 - 20.1.2 The Contractor's minimum specifications required:
 - 20.1.2.1 One each Voice Mail Tape Backup System;
 - 20.1.2.2 One each Remote Modem for diagnostics capabilities of the Meridian 1 or Succession 1000 System.
- 20.2 The contractor will perform said Quality Audit at no charge to the City with results submitted to the City.
 - 20.2.1 All costs for any additional work or modifications required to meet Manufacturers and contractor's specifications are the responsibility of the City.
 - 20.2.2 City must make any required improvements upon notification by contractor prior to the Maintenance Agreement commencement.

ANNUAL SCHEDULE OF EQUIPMENT

PBX Ports:

<u>Quantity</u>	<u>Description</u>
2	# of CPU's in PBX
6	Analog Trunk Ports
0	Digital Trunk Ports
0	Analog Station Ports
0	Digital Station Ports
30	IP Station Ports
36	Total PBX Ports

Voice Mail Ports:

<u>Quantity</u>	<u>Description</u>
1	# of VM Systems
4	Voice Mail Ports & Fax
5	Total Base System & Ports

SRG Ports:

<u>Quantity</u>	<u>Description</u>
1	BCM50 SRG
0	Select # of SRG System(s) Installed
0	Select # of SRG System(s) Installed
0	Digital Trunk Ports
2	Analog Trunk Ports
26	IP Station Ports
0	Analog Station Ports
29	Total SRG Ports

Auxiliary Equipment:

<u>Quantity</u>	<u>Description</u>
0	Select Application Installed
0	Total Auxiliary Equipment

MAINTENANCE OFFERINGS

1. **Platinum Maintenance Agreement – All Hardware and Labor Included**
 - 1.1 Coverage: 7x24 – 365 Days per Year – Including Holidays
 - 1.2 Major Response Time: The Contractor shall work towards resolution involving one or more of the following; remote diagnostics, telephone consultation, work to correct the problem with notification to the City that a system engineer does not need to be dispatched to correct the problem within 2 hours of the City's request.
 - 1.3 Major Response On-Site Response Time: The Contractor shall dispatch system engineer(s) in the event City's fault cannot be detected and/or corrected without on-site presence, such on-site presence shall be provided within the following response times:
 - 1.3.1 2 hours for Purchaser's premises located within 30 miles of a the contractors' service center;
 - 1.3.2 4 hours for City's premises located within 60 miles of a the contractors' service center;
 - 1.3.3 Best Effort for City's premises located greater then 60 miles of a contractors' service center.
 - 1.4 Major Response Classifications
 - 1.4.1 Total loss of the ability to originate outward voice and/or data communications.
 - 1.4.2 Total inability to process incoming voice and/or data communications.
 - 1.4.3 Total inability to process voice and/or data communications within the System.
 - 1.4.4 Attendant console and/or night answer position failure.
 - 1.4.5 Twenty percent (20%) or more of the trunks out of service.
 - 1.4.6 Twenty percent (20%) or more of the stations and/or ports out of service.
 - 1.4.7 Major outage deemed by the Purchaser in their sole discretion.
 - 1.5 Preventive Maintenance: Performed quarterly per Manufacturer and the contractors' specifications.
 - 1.6 Moves, Adds, & Changes "MAC" Response Time: 1 to 3 Business days. Hardware and Labor not included in the Maintenance Agreement.

MAINTENANCE OFFERINGS (CONTINUED...)

1. **Platinum Maintenance Agreement – Switch Room Hardware Only and Labor Included**
 - 1.1 Coverage: 7x24 – 365 Days per Year –Holidays
 - 1.2 Major Response Time: The contractor shall work towards resolution involving one or more of the following; remote diagnostics, telephone consultation, work to correct the problem with notification to the Purchaser that a system engineer does not need to be dispatched to correct the problem within 2 hours of City's request.
 - 1.3 Major Response On-Site Response Time: The contractor shall dispatch system engineer(s) in the event City's fault cannot be detected and/or corrected without on-site presence, such on-site presence shall be provided within the following response times:
 - 1.3.1 2 hours for City's premises located within 30 miles of a contractors' service center;
 - 1.3.2 4 hours for City's premises located within 60 miles of a contractors' service center;
 - 1.3.3 Best Effort for City's premises located greater then 60 miles of a contractors' service center.
 - 1.4 Major Response Classifications
 - 1.4.1 Total loss of the ability to originate outward voice and/or data communications.
 - 1.4.2 Total inability to process incoming voice and/or data communications.
 - 1.4.3 Total inability to process voice and/or data communications within the System.
 - 1.4.4 Attendant console and/or night answer position failure.
 - 1.4.5 Twenty percent (20%) or more of the trunks out of service.
 - 1.4.6 Twenty percent (20%) or more of the stations and/or ports out of service.
 - 1.4.7 Major outage deemed by the Purchaser in their sole discretion.
 - 1.5 Telephone Sets: Digital, Analog and IP telephone sets and all associated hardware/cabling not included in the Maintenance Agreement.
 - 1.6 Preventive Maintenance: Performed quarterly per Manufacturer and contractors' specifications.
 - 1.7 Moves, Adds, & Changes "MAC" Response Time: 1 to 3 Business days. Hardware and Labor not included in the Maintenance Agreement.

MAINTENANCE OFFERINGS (CONTINUED...)

1. **Gold Maintenance Agreement – All Hardware and Labor Included**
 - 1.1 Coverage: 8x5 – Monday through Friday – Including Holidays
 - 1.2 Major Response Time: The contractor shall work towards resolution involving one or more of the following; remote diagnostics, telephone consultation, work to correct the problem with notification to the Purchaser that a system engineer does not need to be dispatched to correct the problem within 2 hours of City's request.
 - 1.3 Major Response On-Site Response Times the contractors shall dispatch system engineer(s) in the event City's fault cannot be detected and/or corrected without on-site presence, such on-site presence shall be provided within the following response times:
 - 1.3.1 2 hours for City's premises located within 30 miles of a contractors' service center;
 - 1.3.2 4 hours for City's premises located within 60 miles of a contractors' service center;
 - 1.3.3 Best Effort for City's premises located greater than 60 miles of a contractors' service center.
 - 1.4 Major Response Classifications
 - 1.4.1 Total loss of the ability to originate outward voice and/or data communications.
 - 1.4.2 Total inability to process incoming voice and/or data communications.
 - 1.4.3 Total inability to process voice and/or data communications within the System.
 - 1.4.4 Attendant console and/or night answer position failure.
 - 1.4.5 Twenty percent (20%) or more of the trunks out of service.
 - 1.4.6 Twenty percent (20%) or more of the stations and/or ports out of service.
 - 1.4.7 Major outage deemed by the Purchaser in their sole discretion.
 - 1.5 Preventive Maintenance: Performed quarterly per Manufacturer and the contractors' specifications.
 - 1.6 Moves, Adds, & Changes "MAC" Response Time: 1 to 3 Business days. Hardware and Labor not included in the Maintenance Agreement.

MAINTENANCE OFFERINGS (CONTINUED...)

1. **Gold Maintenance Agreement – Switch Room Hardware Only and Labor Included**
 - 1.1 Coverage: 8 x 5 – Monday through Friday – Including Holidays
 - 1.2 Major Response Time: The contractor shall work towards resolution involving one or more of the following; remote diagnostics, telephone consultation, work to correct the problem with notification to the Purchaser that a system engineer does not need to be dispatched to correct the problem within 2 hours of City's request.
 - 1.3 Major Response On-Site Response Time: The contractor shall dispatch system engineer(s) in the event City's fault cannot be detected and/or corrected without on-site presence, such on-site presence shall be provided within the following response times:
 - 1.3.1 2 hours for City's premises located within 30 miles of a contractors' service center;
 - 1.3.2 4 hours for City's premises located within 60 miles of a contractors' service center;
 - 1.3.3 Best Effort for City's premises located greater than 60 miles of a contractors' service center.
 - 1.4 Major Response Classifications
 - 1.4.1 Total loss of the ability to originate outward voice and/or data communications.
 - 1.4.2 Total inability to process incoming voice and/or data communications.
 - 1.4.3 Total inability to process voice and/or data communications within the System.
 - 1.4.4 Attendant console and/or night answer position failure.
 - 1.4.5 Twenty percent (20%) or more of the trunks out of service.
 - 1.4.6 Twenty percent (20%) or more of the stations and/or ports out of service.
 - 1.4.7 Major outage deemed by the Purchaser in their sole discretion.
 - 1.5 Telephone Sets: Digital, Analog and IP telephone sets and all associated hardware/cabling not included in the Maintenance Agreement.
 - 1.6 Preventive Maintenance: Performed quarterly per Manufacturer and _contractors' specifications.
 - 1.7 Moves, Adds, & Changes "MAC" Response Time: 1 to 3 Business days. Hardware and Labor not included in the Maintenance Agreement.