



**State of Oklahoma
Office of State Finance
Information Services Division**

Solicitation

1. Solicitation#: Norton SL-100 / Option 61C Support

2. Solicitation Issue Date: 09/28/2011

3. Brief Description of Requirement:

The Office of State Finance ("OSF") is seeking responsive bids for a qualified vendor to perform maintenance, operation, software changes and general upkeep of the State of Oklahoma owned SL-100 PABX and a Meridian 1 Option 61. Maintenance shall include the host location and all remote locations as covered under this Solicitation and shall be 24 hours per day, 365 days per year.

4. Response Due Date: October 31, 2011

Time: 3:00 PM CST

5. Issued By and Return Sealed Bid To:

**Office of State Finance
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105**

6. Contracting Officer:

Name: Gary Rowland

Phone: (405)

Email: gary.rowland@osf.ok.gov



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: Nortel SL-100 / Option 61C Support

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** Nortel SL-100 / Option 61C Support

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. **Bidder Contact Information:**

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

Printed Name

Title



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4.** "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5.** "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9.** "COTS" means Commercial off the Shelf.
- A.1.10.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.13.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.14.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.15.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.16.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.17.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.18.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.19.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.20.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.21.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE

DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division or OSF.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation 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) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.9.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.10.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Manufacturers' Name And Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.13. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:16-7-32(h).

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.14. Award of Contract

- A.14.1.** The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.14.4.** It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.15. Contract Modification

- A.15.1.** The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division or the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.17. Invoicing and Payment

- A.17.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.19.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.23.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.23.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.24.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.25. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
2. Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.26. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

A.27. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance With Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.29. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.30. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.31.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.32. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.33. Confidentiality

- A.33.1.** Pursuant to Title 62 O. S. §34.12.(C.). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.33.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the DCS, the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.34. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:16-7-56 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing

certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

A.36. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

A.36.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

A.36.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.37. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.37.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.37.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.37.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.37.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.38. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.39. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.40. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.41. Licensed Software

- A.41.1.** Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.41.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.42. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.43. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.44. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.45. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.45.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.
- A.45.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.
- A.45.3.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs,

there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

- A.45.4.** The State of Oklahoma IT Security Policies may be found at:
www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.46. Offshore Services

No offshore services are provided for under the resulting contract.

A.47. Failure To Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.48. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.49. Compliance With Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.50. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.51. Ownership Rights

- It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

- A.53.1.** The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

1. A bona fide material default of the obligations of the contractor under the agreement with the agency;
2. An assignment by the contractor for the benefit of its creditors;

3. A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
4. The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
5. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
6. The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
7. The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.53.2. As used in this section:

1. "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
2. "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.54. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

A.55. Performance and Upgrades

Offeror shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If offeror does not plan recommended or projected system upgrades, the offeror shall provide documentation in the offer that the offeror plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

A.56. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.57. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.58. Mandatory and Non-Mandatory Terms

A.58.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.58.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.59. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.2.** Customer or OSF – The Office of State Finance
- B.1.3.** Furnish-only – means products which customer is responsible for installing
- B.1.4.** Hardware – means an Avaya/Nortel machine or components
- B.1.5.** Products – means hardware, software, or third-party vendor items provided under this agreement
- B.1.6.** Avaya/Nortel Partner - means an Avaya/Nortel Authorized Partner certified for SL100 by Avaya/Nortel Inc. who is authorized by Avaya/Nortel to resell specific Avaya/Nortel Products and Services to end-user customers.
- B.1.7.** Services – mean the activities to be undertaken by Avaya/Nortel Partner pursuant to an Order, including, but not limited to, engineering, maintenance and installation, implementation, design, consulting, business planning, network planning and analysis.
- B.1.8.** Software – means computer programs in object code form or firmware which is owned or licensed by Avaya/Nortel, its parent or one of its subsidiaries or affiliates, and is copyrighted and licensed, not sold. Software consists of machine-readable instructions, its components, data, audio-visual content (such as images, text, recordings or pictures) and related licensed materials including all whole or partial copies.
- B.1.9.** Third Party Vendor Item – includes “Third Party Hardware” and “Third Party Software” and means any non-Avaya/Nortel hardware and/or software supplied to Customer under this Agreement as part of an Avaya/Nortel solution.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, each for duration of one (1) year.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date.
- B.2.4.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

- B.3.1.** The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- B.3.2.** All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.3.3.** All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.3.4.** Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of **Information Technology Solicitation Package**

acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Commercial Off-The-Shelf (Cots) Software

In the event that provider specifies additional terms and conditions or clauses that conflict with this contract in an electronic license agreement notice, the additional terms and conditions or conflicting clauses shall not be binding on the State of Oklahoma, and the provisions of this contract shall prevail.

B.6. Type of Contract

This shall be an OSF contract(s) that is available to OSF only. No other government entities may avail themselves of this contract.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The Office of State Finance ("OSF") is seeking responsive bids for a qualified vendor to perform maintenance, operation, software changes and general upkeep of the State of Oklahoma owned SL-100 PABX and a Meridian 1 Option 61. Maintenance shall include the host location and all remote locations as covered under this Solicitation and shall be 24 hours per day, 365 days per year.

The current SL-100 telephone switching system was installed under a contract with Southwestern Bell Telephone Company ("SBC"). The system was placed in service in mid-July 1993, and is an Avaya/Nortel Meridian SL-100. The system has been continuously maintained by SBC. A full set of manufacturer's documentation is available on-site as well as a "Helmsman" automated document lookup system. The prospective vendor should satisfy themselves that documentation is in sufficient quantity and proper date to adequately maintain the system. An analysis of Trouble Failure Reports on the SL-100 or a history of card failures and replacements will only be made available to qualified vendors upon request.

OSF requires system availability to be 99.999 percent 24 hours per day, 365 days per years, except for scheduled maintenance.

The contract award will be based upon the vendor's ability to meet the following qualification and specifications.

C.2. Minimum Qualifications

All Vendors are required to have Avaya/Nortel SL100 certification. Proof of certifications must be provided with bid response.

C.3. Specifications

- C.3.1.** Vendor shall provide certain Services at Customer's location or at a service center to keep products originally manufactured by or for Avaya/Nortel ("Products") in, or restore them to, conformance with published specifications ("Maintenance Services"). Upon request, the Vendor will inform Customer of the types of Maintenance Services available to Customer which are consistent with Avaya/Nortel Partner accreditation standards.
- C.3.2.** Vendor shall maintain the Products in good operating condition and at revision levels supported by Avaya/Nortel.
- C.3.3.** Vendor shall be able to provide relocation services for Products under Maintenance.
- C.3.4.** Prior to providing Maintenance Services, Vendor agrees to:
 - a) follow the problem determination, problem analysis, and Maintenance Services request procedures that Vendor provides;
 - b) secure all programs and data contained in hardware;
 - c) and inform the State of changes in the hardware's location.
- C.3.5.** Returning of Products to Manufacturer:
 - a) Vendor shall obtain Avaya/Nortel concurrence prior to returning any Products and must reference a return material authorization number issued by Avaya/Nortel on documentation accompanying such returned Products.
 - b) Vendor agrees to ship Products prepaid and suitably packaged to a location Avaya/Nortel designates. Avaya/Nortel will return the hardware to Vendor at Avaya/Nortel' expense.
 - c) Avaya/Nortel is responsible for loss of or damage to, Vendor hardware while it is a) in Avaya/Nortel possession or b) in transit back to the Vendor.
 - d) Any returned hardware becomes Avaya/Nortel Partner's and, subject to Avaya/Nortel receipt of the exchanged hardware, its replacement becomes the Vendors property.
 - e) The replacement hardware may not be new but will be in working order and equivalent to the item exchanged.
 - f) Vendor agrees to ensure that exchanged hardware is free of any legal obligations or restrictions that prevent its exchange and represents that all returned items are genuine and unaltered.
- C.3.6.** Service Representatives:
 - a) Service representatives shall be full-time employees of the Vendor or designated by the Vendor as their full-time authorized representative.
 - b) Technicians must be factory certified to perform maintenance on models outlined herein.
 - c) Evidence of factory certifications of actual technicians performing services under this contract must be submitted with proposal response.
- C.3.7.** Authorized Service Locations:
 - a) A complete list of factory authorized service locations must be submitted with this proposal.
 - b) Maintenance shall be available 24 hours a day and seven days a week.

c) Vendor shall describe how Service Requests are placed, accepted, responded to and resolved.

- C.3.8.** Maintenance proposed under this Contract shall be full maintenance. Full maintenance is to include labor, any part or supply, software or anything else needed to maintain the Avaya/Nortel system as per manufacturer's standards.
- C.3.9.** Vendor must provide maintenance service for all products proposed. Services are to include replacement of all unserviceable parts and software, and must be included in the Vendors maintenance coverage.
- C.3.10.** The Vendor shall provide any preventative maintenance services required by Avaya/Nortel to maintain the product families specified. This preventative maintenance (PM) shall be scheduled in advance with the agency. Scheduled PM calls will not be considered downtime.

C.4. Contract Deliverables

- C.4.1.** It shall be the responsibility of the vendor to provide all necessary tools, personnel and test equipment to properly maintain all SL-100 PABX systems and subsystems covered under this contract. All general maintenance and operation of the PABX is the responsibility of the vendor. Should after normal hours work be necessary to restore service or to prevent service interruptions, this is to be scheduled and accomplished by the successful vendor at no additional charge to the State of Oklahoma.
- C.4.2.** As a part of the overall maintenance responsibility, support from the manufacturer (Avaya/Nortel) is required. It shall be the responsibility of the successful vendor to contract with and obtain the assistance of the Avaya/Nortel Support Group.
 - C.4.2.1.** This support shall be required on an as-needed basis to assist the vendor's technical personnel in maintaining the SL-100 PABX in correct working order at all times.
 - C.4.2.2.** The services of the Avaya/Nortel Support Group shall be available for call on a seven day, twenty-four hour basis.
 - C.4.2.3.** All expenses for these services including telephone lines, equipment (such as modems), hourly charges, etc., shall be borne by the successful vendor.
 - C.4.2.4.** All cost associated with telephone services to conduct trouble shooting and service restoration shall also be paid for by the successful vendor.

C.5. On-site Personnel for the SL-100

- C.5.1.** It shall be the responsibility of the successful vendor to provide on-site personnel at the Host location during normal State business hours (excluding State Holidays).
 - C.5.1.1.** Any travel to remote locations shall be the responsibility of the successful vendor.
 - C.5.1.2.** In the event of a failure that occurs outside of normal State business hours, vendor shall have a pre-qualified certified technician on-site within 2 hours of notification of the failure.
- C.5.2.** The vendor shall provide one full-time Senior Technician and two Customer Service Representative (CSR) Level II's.
 - C.5.2.1.** The three full-time technicians shall report to the OSF Voice Communications Department.
 - C.5.2.2.** The vendor technicians' responsibilities shall include changes, additions, reports, training, programming, consultation, advice, trouble shooting, etc., to the PABX.
 - C.5.2.3.** The vendor assumes all responsibility for the overall maintenance of the system. OSF reserves the right to accept or reject personnel used in the performance of this contract.
 - C.5.2.4.** It should clearly be understood that the number of technicians assigned on a daily basis has nothing to do with the vendor's overall responsibility. If additional technicians are required over and above the number assigned on site on a daily basis, it shall be the vendor's responsibility to do so.
- C.5.3.** The vendor is to provide performance management assessments of the PABX.
 - C.5.3.1.** The service being provided should include a comprehensive analysis of workload activity, utilization and responsiveness in the Avaya/Nortel SL-100 environment.
 - C.5.3.2.** The vendor will use OSF's data to report workload definitions, system activity summary and switch utilization response time analysis. The results will be provided in a report that uses easy to understand graphic charts and text to present the system analysis. The report will also include observations and recommendations and be presented on a monthly basis. The current reporting tool is Real Time Monitors, Inc. Switch Expert™. Offeror's reporting tool shall support the existing data structure.
- C.5.4.** It is understood that the Senior Technician and the CSR II's shall not provide services under this contract unless prior approval is received from OSF Voice Communications personnel. OSF shall be notified in advance of non-emergency leave.

C.5.5. OSF must approve all personnel prior to performance under this contract.

C.5.6. Senior Maintenance Technician:

The primary job function of this technician is to maintain high service levels and 100 percent PBX uptime.

Avaya/Nortel class training shall include at a minimum:

- Principals of Digital Transmission
- Network Fundamentals 160.B
- Network Fundamentals 160.A
- Meridian Options 21-71 Familiarization
- Option 11 Installation and Maintenance
- SL-100 Super note Operations
- Introduction to Meridian 1 Options 111-121 (SL-100)
- Meridian 1 Open IVR 4.0 Switch-Independent (SOIVR4.0)

C.5.7. The First CSR II

The primary job function of this CSR II is to administer all software applications regarding IVR and Symposium Call Center. Secondary function would be day to day telephone applications, support of the second CSR II as well as support to the Senior Maintenance Technician.

Avaya/Nortel class training shall include at a minimum:

- Introduction to Meridian SL-100
- Meridian SL-100 Service Order
- Meridian SL-100 ACD
- Meridian Mail Rel. 12 System Administration
- Symposium Open IVR Rel. 4.0 System Administration and Basic Application Development
- Symposium Call Center Rel. 4.0 Client Administration and Management
- Symposium Call Center Rel. 4.0 Scripting 1
- Symposium Call Center Rel. 4.0 Scripting 2

C.5.8. The Second CSR II

The primary job function of this CSR II is to administer all telephone related service requests. Conduct surveys for various State Agencies to determine telecommunications needs. Design and program telephone configurations, including ACD groups, using SERVORD. Design and program automated attendants and voice mail boxes. Train customers on the use of telephone features and voice mail boxes. Provide follow up support. Secondary function would be to assist other CSR II.

Avaya/Nortel class training shall include at a minimum:

- Meridian SL-100 Service Order
- Meridian Mail Administration
- Meridian IVR Administration and Application Development
- Meridian Super Node Custom Local Area Signaling Service Translations

C.5.9. To remain current on changes in technology, it is anticipated that the Senior Maintenance technician and CSR II technicians will attend Avaya/Nortel switch related conferences and seminars. Attendance at these conferences will be at no cost to OSF and the vendor shall ensure that backup personnel are on-site to maintain the system during these conferences.

C.6. Training for the SL-100

It is the State's intent to have State telephone technicians assist the vendor in maintenance and operation of the telephone system. The State technicians will be working on a daily basis at the host and remote locations. It is also the State's intent to have the successful vendor provide on the job training to these assigned State technicians.

C.7. SL-100 Host & Remote Locations

The Office of State Finance intends to secure maintenance and operational services for the following systems. Below is an inventory of locations and capacities of the Host and Installed Remote Locations.

Location and Inventory of Equipment

1. SL-100 State Capitol Building
 Room B-7
 Oklahoma City, OK
 Approximate number of active stations - 6715

2. Remote State Office Building
 440 S. Houston
 Tulsa, OK
 Approximate number of active stations - 958

3. Remote Department of Public Safety
 36th and M.L.King Blvd.
 Oklahoma City, OK
 Approximate number of active stations - 1380

4. Remote DHS Data Service Division Building
 1110 N.E. 12th Street
 Oklahoma City, OK
 Approximate number of active stations - 580

5. IPE Bank State Offices
 4545 N. Lincoln Blvd.
 Oklahoma City, OK
 Approximate number of active stations - 253

6. IPE Bank Shepherd Mall - State Offices
 2401 N.W. 23rd Street
 Oklahoma City, OK
 Approximate number of active stations - 903

7. IPE School of Science & Math
 1141 N. Lincoln
 Oklahoma City, OK
 Approximate number of active stations - 89

8. IPE State Lottery Commission
 3817 N. Santa Fe
 Oklahoma City, OK
 Approximate number of active stations - 93

C.8. Current Configuration

C.8.1. The SL-100 is currently configured as follows:

Avaya/Nortel MSL-100, SE-09
Meridian Mail, Rel. 12, Version 1
Symposium Call Center Server 5.0
Symposium Web Client 4.5
Perilink Server IPML 1.0.4
Link Plexer 1.2
Symposium Agent 2.3
Periphonics IVR 1.0.2
Xtend911 Version 5.0.3

C.8.2. The SL-100 has a full reserve power system (storage batteries, rectifier/chargers, inverters etc.), Halo Gas suppression system and under floor water detection system.

C.9. Annual Maintenance for Nortel Meridian 1 Option 61

C.9.1. The Oklahoma Department of Environmental Quality has a Nortel Meridian 1 Option 61C that will require maintenance coverage.

The equipment location is:

Oklahoma Department of Environmental Quality
707 North Robinson
Oklahoma City, Ok 73102

C.9.2. Maintenance Coverage

- 24x7 for emergencies
- Normal business hours 8 x 5 for non emergency service
- Parts and labor including sets are covered
- PBX remote monitoring for alarms
- Telephony Manager help desk support
- Software Release Subscription (SRS) for PBX and CallPilot Voice Mail

C.9.3. Maintenance contract renewal

The first year coverage will start on March 15, 2012 and will be co-terminus with the SL-100 coverage. The SL-100 and the OPT 61C will renew and terminate on the same dates.

C.9.4. The Opt 61C is currently configured as follows:

- Option 61C Release 6.0.
- M1 Option 61C - 936 ports
- DTI – 5
- CallPilot Release 5.0 – 16 ports
- Terminal – 1
- SEB Modem – 1
- MSDL Card – 2
- CSU - 1
- TM 4.0 - 850 station licenses.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Offers shall be evaluated on the "best value" determination in accordance with Title 74, §85.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Competitive Negotiations of Offers

In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.2.3. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.2.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.3. Selection Criteria

The resultant contract will be awarded to Vendor (or Vendors) whose proposal and pricing are deemed most Advantageous to the State. Proposal considerations shall include (in no order of precedence)

- References
- Experience.
- Licenses and Permits
- Company Information
- Pricing
- Financial Status

D.4. Evaluation Process

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Meets minimum qualifications defined in solicitation Section C.2.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.4.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.4.3. Evaluation Process - Evaluation of Cost.

Cost comparisons are performed.

D.4.4. Best Value Evaluation of Product/Services

Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award

D.4.4.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

The State reserves the right to negotiate with one or more contractors, at any point during the evaluation. The State may negotiate any and all content of the offer.

Negotiations would be through the State Purchasing Director on costs of software, hardware and implementation related services as well as other items that mitigate the State's risks. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies. In short, firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the offeror's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The offeror is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: the offeror's offer should be paginated and include an original document, plus Five (5) copies for a total of Six (6) documents. The documents' front pages should indicate original or copy.

E.3.3. The offeror should include two (2) "machine readable" versions, marked original and copy, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

E.4. Explanation to Offeror

E.4.1. Offerors who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions shall not be binding. Any information given an offeror concerning a solicitation shall be provided promptly to all other offerors as an amendment, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to other offerors.

E.4.2. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.4.3. General Solicitation Questions – Offeror may submit general questions concerning the specifications of the solicitation. These questions shall be promptly answered in the form of an amendment and posted on the DCS website.

E.4.4. When posing questions, every effort should be made to be concise and include section references, when possible.

E.4.5. Offerors are advised that any questions received after 10/14/2011 shall not be answered.

E.5. P-Cards

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.6. Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

Deliverables are to be tabbed by section, paginated and bound.

E.6.1. Section One – Required Forms

- Introductory letter.
- Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- Signed Amendments, if issued.

E.6.2. Section Two – Attachment A

Completed Attachment A, with all detailed data requested.

E.6.3. Section Three – Company References

Provide the names and phone numbers for references of two current contracts of a similar size and scope where your firm is providing services.

E.6.4. Section Four – Personnel

- a) Provide the name and qualifications, including copies of any certifications, of the actual Senior Maintenance Technician and the CRS II's who will be assigned to perform services under this contract.
- b) Provide a list of the actual Senior Maintenance Technicians and CRS II's who will be assigned as backup to perform services under this contract, including their qualifications and any certifications

E.6.5. Section Five – Training

Outline your proposed training and development of the State technicians assigned to assist the vendor in performance of services under this contract.

NOTE: State technicians will be assigned on a non-interference basis only.

E.6.6. Section Six – Replacement Parts

Specify how your company intends to handle any replacement parts. Also, specify if you will/will not have spares and replacement parts on-site. If you intend to have a "replacement parts kit" on site, provide an inventory and description of the parts. If you do not intend to have on site spares, outline in detail how you intend to provide replacement parts along with a maximum time schedule from time of failure to time of service restoration.

E.6.7. Section Seven - Support

Outline your proposed method of dealing with after hours and weekend system emergencies, failures and response times.

E.6.8. Section Eight – Pricing

- a) Support pricing – complete and return Section H.
- b) The state has an Avaya VoIP system installed. It is the state's intent to move the SL-100 TDM service to the Avaya VoIP system. This planned migration will decrease requirements for SL-100 license and support. Provide detail on how you will adjust your pricing for decreases in station lines, trunks, IPEs, voice mail, ACD and IVR.

E.6.9. Section Nine - Company Information

Vendor must provide detailed information on its company, including:

- principals involved,
- number of employees,
- location,
- years in existence,
- a statement of financial stability,
- and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.6.10. Section Ten – Financial Status

Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted.

The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

E.6.11. Section Eleven – Other Agreements

Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award.

E.6.12. Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.7. Insurance

Successful Vendor shall furnish a certificate of insurance to show commercial liability and workers' compensation insurance for the job in compliance with the Oklahoma Workers Compensation Law. Proof of insurance is required by the Department of Central Services prior to award and a certificate to the ordering agency, before work begins.

Worker's Compensation Insurance Policy # _____

Policy Expires: _____.

E.8. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. CHECKLIST

See Section E.

G. OTHER

N/A

H. PRICE AND COST

H.1.1. Based on the RFP terms and conditions and the Statement of Work attached, provide custom pricing, including all replacement parts and circuit cards; for maintenance, operation, software changes and general upkeep of the State owned SL-100 PABX including the host and all remote and IPE addresses in the following form:

Year 1
Senior Maintenance Technician Labor: \$ _____
1st CSR II Labor: \$ _____
2nd CSR II Labor: \$ _____
Replacement Parts not listed below \$ _____
Hourly rate for services not covered*:
Rate per hour for overtime: \$ _____
Rate per hour for weekends: \$ _____
Rate per hour for holidays: \$ _____
Annual Meridian 1 Option 61 Maintenance: \$ _____

Year 2
Senior Maintenance Technician Labor: \$ _____
1st CSR II Labor: \$ _____
2nd CSR II Labor: \$ _____
Replacement Parts not listed below \$ _____
Hourly rate for services not covered*:
Rate per hour for overtime: \$ _____
Rate per hour for weekends: \$ _____
Rate per hour for holidays: \$ _____
Annual Meridian 1 Option 61 Maintenance: \$ _____

Year 3
Senior Maintenance Technician Labor: \$ _____
1st CSR II Labor: \$ _____
2nd CSR II Labor: \$ _____
Replacement Parts not listed below \$ _____
Hourly rate for services not covered*:
Rate per hour for overtime: \$ _____
Rate per hour for weekends: \$ _____
Rate per hour for holidays: \$ _____
Annual Meridian 1 Option 61 Maintenance: \$ _____

Year 4
Senior Maintenance Technician Labor: \$ _____
1st CSR II Labor: \$ _____
2nd CSR II Labor: \$ _____
Replacement Parts not listed below \$ _____
Hourly rate for services not covered*:
Rate per hour for overtime: \$ _____
Rate per hour for weekends: \$ _____
Rate per hour for holidays: \$ _____
Annual Meridian 1 Option 61 Maintenance: \$ _____

Year 5
Senior Maintenance Technician Labor: \$ _____
1st CSR II Labor: \$ _____
2nd CSR II Labor: \$ _____
Replacement Parts not listed below \$ _____
Hourly rate for services not covered*:
Rate per hour for overtime: \$ _____
Rate per hour for weekends: \$ _____
Rate per hour for holidays: \$ _____
Annual Meridian 1 Option 61 Maintenance: \$ _____

* "services not covered" only covers requests for services not considered as general maintenance and operations, i.e. systems upgrades. All maintenance of the PABX is the responsibility of the vendor.