



*An Avaya Intelligent
Communications
Solution for
City of Wilson*

AVAYA

**COMMUNICATIONS
AT THE HEART OF BUSINESS**



Presented by:

Tracy Skladanowski

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tsklad@avaya.com

June 28, 20007

IP Telephony

Contact Centers

Unified
Communications

Communications Enabled
Business Processes

June 28, 2007

Mr. Richard Williams
Purchasing Manager
City of Wilson
1800 Herring Avenue
Wilson, NC 27893

Dear Mr. Williams:

Do you think that moving to IP telephony should mean that your voice users settle for less functionality than they had before? Less quality? Less reliability? No! With Avaya, you don't have to give up rich telephony features and voice quality and reliability your users have come to expect in order to migrate to IP Telephony. The same world-class features of our telephony solutions that we have been engineering for many decades are offered by Avaya on traditional voice networks and on pure Internet Protocol (IP) networks. So you can add IP functionality to your existing enterprise systems, deploy a pure IP solution, or implement a combination of the two—whichever and whenever it is right for your business.

Avaya Communication Manager, powering Avaya Servers and associated Avaya Media Gateways, offers City of Wilson powerful choices for moving your business to an integrated communications environment without compromising interoperability, features, applications, scalability, or reliability. Avaya solutions are designed for the real world—a world where switched-circuit and packet networks intermesh, where multi-vendor networks are standard, where business disruptions are unacceptable, and where smart managers extract every dollar of productivity from the networking investments they already have in place.

We know you have choices for your communications needs. When you talk IP telephony with Avaya, not only can we talk about the benefits of a converged IP network, voice quality and reliability, but also we can talk about strategic applications like telephony, voice messaging, unified communications, conferencing, collaboration, mobility and softphones, instant messaging, and contact centers—all supported on traditional or IP networks. Consider the total solution—the powerful feature functionality, robust IP engineering, standards-based interoperability, the breadth of the Avaya portfolio, the depth of the applications, how well we migrate and preserve your investment—you begin to see a total picture of a solution that is the benchmark we want you to compare other vendors with.

I am your contact for this proposal and work with Avaya moving forward. I am the contact regarding commitments made in the RFP. I will call you within two weeks to discuss this information. Meanwhile, please contact me if questions arise. I look forward to talking with you soon.

Sincerely,

Tracy Skladanowski
Account Manager
919-653-1762, tsklad@avaya.com

Executive Summary

We understand that City of Wilson needs to optimize business performance while extracting maximum value from existing and future investments. Avaya realizes City of Wilson must do this while balancing often-competing needs to reduce costs, lower risk and grow revenues. The potential for gaining strategic advantages by integrating communications with information technology (IT) has never been greater – providing the means to make people more effective, processes more intelligent and businesses more competitive.

We envision a new era of business growth and productivity enabled by the optimization of enterprises through communications—and in particular by integrating communications applications with business processes. Increasingly, it is the applications that are shaping and pulling through infrastructure enhancements. At the same time, the complexity of integration and need for investment protection are driving the demand for services.

Enhance Value by Maximizing the Effectiveness of City of Wilson’s People and Business Processes

We help to enhance the value of your investment by:

- ***Transforming the effectiveness of people*** – networks don’t create value, people do. In today’s world business relationships are strategic assets. Avaya helps your employees to collaborate more effectively through innovative use of secure, reliable communications—enabling them to forge richer, more profitable relationships with their customers, suppliers and partners.
- ***Putting communications at the command of the customer*** – distributed workforces—mobile sales forces, telecommuters, at-home agents, branch offices, and central offices—all can be seamlessly integrated within the same communications environment, with higher productivity and lower cost than ever before. Avaya can help you enable the right people with the right skills to work together effectively wherever they are.
- ***Making processes more intelligent*** – the way people interact with business processes is instrumental to creating value. We lead the way in integrating communications applications with business applications and processes. This new paradigm is made possible by the powerful combination of our software-based technologies with the convergence and multi-vendor integration skills of Avaya Global Services.

Why Avaya?

Avaya is a trusted world leader in enterprise communications and services, combining the vigor and agility of a new business with the resources and stability of a company that has more than a century of experience in helping enterprises to communicate and deliver superior business results. We are able to draw on a rich heritage - our AT&T, Bell Labs, and Lucent Technologies past - combining our expertise in enterprise voice systems with mastery of data networking and new IP telephony applications.

Our goal is to support City of Wilson in efficiently, seamlessly and securely moving your business communications from where they are today to where you need to be. In achieving this, we manage complexity, create and maximize value, and lower risk. Our communications solutions give you a “choice”; we enable evolution to new technologies on your terms, at a path and pace that you choose. Our solutions are designed for wide interoperability, based on an open architecture and industry standards. As proof of our success, more than 90% of the FORTUNE

500®, and national governments across the globe, trust Avaya with their communications for profitable relationships with their customers, suppliers, partners, shareholders and employees. More than 900,000 Small and Medium Businesses worldwide rely on Avaya.

We are leading the next generation of communications. Through our applications, systems and services, we have achieved worldwide #1 market positions for IP-telephony, multimedia-contact centers, voice messaging, unified communication, and we are #1 in PBX maintenance services in the US.

Worldwide we are implementing some of the largest converged networks, for example, we designed, built, and manage one of the largest converged networks in Australia (Australian National University) and in Korea (Seoul Auto Gallery). Avaya provided the world soccer federation, FIFA, with the world's largest converged event-based network in only 4 months for the 2002 FIFA World Cup – the most watched sporting event on the planet. FIFA also relied on Avaya for the 2003 Women's World Cup, and we will be building the 2006 FIFA World Cup in Germany.

We are unmatched in depth and breadth of Services. Avaya Global Services is a single point of accountability to design, build, implement, maintain and manage multi-vendor communications networks worldwide. Operating with a global force of more than 7,000 services professionals, 24 Network Operating Centers and 13 Technical Support Centers, Avaya employs unique, differentiated tools, from financial, business impact and network assessment tools to intelligent systems that remotely monitor, diagnose and resolve faults on multi-vendor networks. We have over 35 service patents and 150 tools.

Avaya is expert at constant care, providing round the clock surveillance of our customer's communications. Avaya EXPERT SystemsSM Diagnostic Tools enable us to diagnose and resolve 96% of the alarms on your system remotely. Avaya Global Services' comprehensive portfolio of network and application consulting, security, implementation and integration, maintenance and managed services help businesses to optimize performance while extracting maximum value from existing investments. Avaya is committed to "protecting its customers' ability to communicate any time, across any network, from any device." Supporting our ability to make solutions "secure by design" are dedicated Security and Business Continuity consulting practices. We have multi-vendor, multi-technology expertise and extensive certifications. Expertise includes network applications consulting, implementation, integration, maintenance and managed services expertise supporting equipment from vendors such as Cisco, Nortel, Foundry, 3Com, IBM and HP.

We are a sector leader in R&D investment. Avaya Labs has 2,000 professionals in more than 20 sites across 16 countries, and 4,000 patents and applications worldwide. We have robust and wide-ranging relationships with global systems integrators, distributors, resellers, VARs, and third party software and hardware developers.

We provide you with a consistent, superior experience through a truly "unique collection of assets:" The marriage of best-in-class IP telephony and communications software applications with the most comprehensive, in-depth multi-vendor services capability in the industry. It's this combination - the whole being greater than the sum of the parts - that differentiates Avaya. We represent a trusted choice for City of Wilson because of:

- Our focus on the enterprise and understanding of your business needs
- The breadth and depth of our relationships

- Our superior technology, rich applications and strength in services
- Our global reach and local presence
- The enthusiasm and motivation of our people
- The knowledge and resources of Avaya Labs

Partnerships & Alliances

Avaya's Alliance Network unites all of our alliance and indirect channel programs under a single worldwide program.

- **BusinessPartners** - At Avaya, we recognise the important role our BusinessPartners play in bringing leading-edge communication solutions to global markets with first-hand knowledge of customers' demanding requirements.
- **Alliances** - The Alliance Program brings together Avaya's strength as a market leader with best-in-class system integrators and technology companies to deliver multi-vendor solutions to businesses.
- **Consultants** - Avaya's aim is to provide consultants with the tools and information essential for your success. We provide the independent consultant community with an entry point into Avaya.
- **Service Providers** - Avaya is committed to developing a multi-dimensional business relationship with Service Providers, leveraging our proven enterprise communications capabilities to help you meet your strategic objectives.
- **DeveloperConnection Program** - Our global DeveloperConnection Program combines the capabilities of our market-leading communications offerings with the innovative products of a select group of third-party developers.

It is through business partner relationships with ConsultEdge, Relational Technology Services (RTS), SPS and TriComm that Avaya hopes to support City of Wilson with Avaya products, support and maintenance. Appendix A-D has profiles on each of the highlighted business partners.

Business Partner contacts:

ConsultEdge contact is Don Gardlik, 704-409-231, dgardlik@consultedgeinc.com

Relational Technology (RTS) contact is Dan Dunn, 919- 606-3439, ddunn@rts.com

SPS contact is Diane Bruce, 919-771-0028, dbruce@spscom.com

TriComm contact is Steve Chandler, 919-865-2002, schandler@tricom-teleco.com



ADVERTISEMENT
REQUEST FOR PROPOSALS

Bid #2007-26

TO: Prospective Bidders
FROM: Richard Williams, Purchasing Manager
SUBJECT: Avaya Products and Maintenance and Value-Added Services
DATE: June 7, 2007

The City of Wilson is seeking proposals for subject item, in accordance with the attached specifications. The City of Wilson reserves the unqualified right to reject any and all bids if determined in its best interest.

Responses are due by 3:00 p.m. on June 28, 2007 in the office of the Purchasing Manager, Warehouse / Purchasing Dept., 1800 Herring Avenue, Wilson, NC 27893.

The City of Wilson reserves the right to award in the best interest of the City of Wilson.

Direct technical questions to Mike Basham, (252-399-2151), mbasham@wilsonnc.org

Grant Goings, City Manager

Richard Williams, Purchasing Manager



**City of Wilson
Information Technology Services**

Request for Proposal

**for
Avaya Products and Maintenance
and Value-Added Services**

**Issue Date June 7, 2007
Response Date June 28, 2007**

CITY OF WILSON

June 7, 2007

Request for Proposals

Notice to Proposers of Terms and Conditions
for the City of Wilson, North Carolina
Information Technology Services

The City of Wilson, North Carolina, is seeking qualified Vendors to supply the following:

- Off-the-shelf Avaya products, for an indefinite quantity contract,
- maintenance for purchased products, and
- Value-added Services

The purpose of this document is to provide general and specific information for use by Vendors in submitting a proposal to supply the City of Wilson with information technology goods and services as listed above in accordance with N.C.G.S. 143-129.8. The City intends to award an indefinite quantity contract for a two-year term, with the option of a third-year extension, as a result of this RFP. We will select a qualified Vendor with whom we will develop a mutually beneficial contractual relationship. Our decision to award will be based on an evaluation of the proposal that offers the best overall benefit to the City for pricing, maintenance and support, and any value-added services.

You are being asked to submit a proposal in a sealed envelope at this time in accordance with the attached specifications and within the terms and conditions herein set forth.

For this solicitation, the City of Wilson is serving as Lead Public Agency for the North Carolina Local Government Information Systems Association Purchasing Group, which will allow qualified Participating Public Agencies to purchase under the terms and conditions of the contract established with the selected vendor under the provisions of G.S. 143-129(e)(3).

City of Wilson, North Carolina Request for Proposals

I. SCOPE

1.1 REQUIREMENT

The City of Wilson, North Carolina (herein "Lead Public Agency") on behalf of the North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group (Ref. Paragraph 1.2), is soliciting Proposals from qualified companies to enter into a Master Agreement for Avaya Products, maintenance services, and value-added services (herein "Services"). ALL PRODUCTS AND SERVICES OFFERED MUST BE LATEST DESIGN AND TECHNOLOGY AND MOST CURRENT SERVICE LINES. The RFP is subject to Lead Public Agency's General Conditions and Instructions to Proposers and Special Provisions (Ref. Paragraph 2).

The Company(s) must deal directly with any government agency (herein "Participating Public Agency") concerning product/service orders, credit applications, purchase and lease documents, collection disputes, invoicing, and payment. The Lead Public Agent shall not be held liable for any costs, damages, etc., incurred by any other Participating Public Agency.

A contract resulting from this RFP shall be construed to be in accordance with and governed by the laws of the State of North Carolina. Each Participating Public Agency (Ref. Paragraph 1.2) enters into the Master Convenience Contract, that allows the Participating Public Agency to purchase/finance products from the Supplier(s) in accordance with each Participating Agency's purchasing policies and procedures.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.2 NORTH CAROLINA LOCAL GOVERNMENT INFORMATION SYSTEMS ASSOCIATION PURCHASING GROUP

The North Carolina Local Government Information Systems Association (NCLGISA) Purchasing Group, in accordance with North Carolina General Statute 143-129 e(3), operates a "competitive bidding group purchasing program, which is a formally organized program that offers competitively obtained purchasing services at discount prices to two or more public agencies".

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.3 MEMBERSHIP IN NCLGISA PURCHASING GROUP

Participation in the North Carolina Local Government Information Systems Association is open to all North Carolina local government units. NC K-12 public schools, community colleges, and public universities are also welcome as associate members. According to North Carolina general statutes, only local governments (counties and municipalities) and K-12 educational institutions can participate in the NCLGISA Purchasing Group (i.e. these institutions are exempt from required purchasing through NC Department of Administration).

These objectives do not preempt Participating Public Agencies from using other contract vehicles or competitive processes as required by law.

Avaya Response: Read & understood.

City of Wilson, North Carolina Request for Proposals

II. GENERAL TERMS AND CONDITIONS

1.1 Any contract resulting from this Request for Proposals shall be awarded to the Vendor that submits the best overall proposal as determined by the City of Wilson, North Carolina in accordance with N.C.G.S. 143-129.8. The City may negotiate with any Vendor in order to obtain a final contract that best meets the needs of the City.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.2 Any questions from prospective Vendors are referred to Mr. Michael Basham, (252) 399-2151, mbasham@wilsonnc.org.

Avaya Response: Read & understood

1.3 All documentation submitted by Vendors is voluntary and City of Wilson is under no obligation to return or pay for any of the material submitted by a Vendor in response to this RFP.

Avaya Response: Read & understood

1.4 The City of Wilson reserves the right to accept or reject any or all of the proposals submitted, and to waive informalities and accept that proposal which appears to be in the City's best interest.

Avaya Response: Read & understood

1.5 The City of Wilson, North Carolina will review and analyze each proposal, and reserves the right to select the Vendor who offers the best value. The City of Wilson, North Carolina shall select the Vendor, which in the City's opinion, has made a proposal best suited to the needs and goals of the City and deemed to be in compliance with the terms of this RFP.

Avaya Response: Read & understood

1.6 Upon submission and approval of any statutorily required novation or assignment requests, Vendor may assign the contract and any order under the contract to any of its affiliated entities or to any entity to which Vendor may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the contract. The Vendor shall not assign, transfer, sublet, convey or otherwise dispose of any other assignment of the contract or any rights or obligations under the contract which results from this RFP or its right, title or interest therein or its power to execute the same to any other person, firm, partnership, company or corporation without the previous written consent

of the City of Wilson, North Carolina. The City reserves the right to declare the Vendor in default and terminate the contract for cause.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.7 The Vendor shall obtain and maintain in force at all times during the term of the contract derived from this RFP, insurance coverage pertaining to Comprehensive General Liability, Comprehensive Automobile Liability, and Workers Compensation in the following amounts and types:

1.7.1 Comprehensive General Liability - Vendor to supply the City with original certificates of insurance covering public liability in an amount not less than \$1,000,000 per accident.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.7.2 Comprehensive Automobile Liability - Vendor to supply the City original certificates of insurance in an amount not less than \$1,000,000 and shall cover property damage, and operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.7.3 Workers' Compensation/Employers Liability Insurance - The Vendor shall furnish the City with original certificates showing that all its employees who are engaged in any work under this Contract are protected under Worker's Compensation insurance policies with a limit no less than the minimum required by North Carolina state statutes.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.8 The Vendor shall carry insurance with an insurance company authorized to do business in NC and satisfactory to the City so as to save the City harmless from any and all claims for damages arising out of bodily injury to or death of any person or persons, and for all claims for damages arising out of injury to or destruction of property caused by accident resulting from the use of implements, equipment or labor used in the performance of the contract or from any neglect, default or omission, or want of proper care, or misconduct on the part of the Vendor or for anyone in his employ during the execution of the contract derived from this RFP.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.9 Prior to starting on the contract derived from this RFP, the Vendor shall deposit with the City **original** certificates from the insurer to the effect that the insurance policies required in the above paragraph have been issued to the Vendor. The certificates must be on a form satisfactory to the City.

Avaya Response: Read & understood. Each respective Avaya Business Partner will provide the City original certificates from the insurer.

1.10 Purchases made by the City of Wilson, North Carolina are exempt from any Federal excise tax. Our certificate of Registry Number is 56-6000240. Please include North Carolina Sales tax, if any, as a separate line item in your proposal. Sales tax records and certified statements may be required for all materials and supplies that are purchased in the fulfillment of this project.

Avaya Response: Comply

1.11 No amendment to the contract shall be effective unless it is in writing and signed by authorized representatives of both parties and is accepted by the City of Wilson, North Carolina.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.12 Upon submission and approval by the City of Wilson of any statutorily required novation or assignment requests, Vendor may assign the contract and any order under the contract to any of its affiliated entities or to any entity to which Vendor may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the contract. The Vendor shall not assign or in any way transfer any other assignment of the contract or any rights or obligations, or others interests in the contract without the prior written consent of the City provided, however, that the claims for money due or to become due to the Vendor from the City may be assigned to a bank, trust company or other financial institution without such consent so long as notice of such assignment shall be expressly made subject to all defenses, setoffs, or counterclaims which would have been available to the City against the Vendor in the absence of such assignment.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

1.13 Vendor may subcontract any or all of its obligations under the contract, but will retain responsibility for the work. No subcontract or

delegation shall relieve or discharge the Vendor from any obligation or liability under the contract.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

- 1.14 Neither party will be liable to the other or be deemed to be in breach of the contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. Dates or times of performance will be extended to the extent of delays excused in this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

- 1.15 The Vendor represents that no other person other than the bonafide employees working solely for the Vendor have been employed or retained to solicit or secure this agreement upon an arrangement or understanding for a commission, percentage, brokerage fee, gift or any other consideration contingent upon the award for making of this contract. For breach or violation of the representation, the contract price, consideration, or otherwise, the City may recover the full amount of such commission, percentage, brokerage fee or other consideration.

Avaya Response: Comply

- 1.16 Any contract made by the City of Wilson, North Carolina in which the Finance Director, any employee of that department, the heads of using departments or any other officer or employee of the City of Wilson, North Carolina having a part in the placing of such contract is financially interested, directly or indirectly, shall be void.

Avaya Response: Read & understood

- 1.17 Unless otherwise stated, all items shall be quoted and delivered F.O.B. destination (i.e. at a specific City address), and delivery cost and charges (if any) shall be included in bid price.

Avaya Response: Comply

- 1.18 Any contract which results from this Request for Proposal shall be for the duration of the package, contingent upon City satisfaction and Vendor adherence to Terms and Conditions. Purchase Orders issued by the City



shall serve as the City's only commitment to purchase. All purchase orders shall reference this Agreement.

Avaya Response: Read & understood. Please refer to the respective Business Partners Terms and Conditions outlined in Appendix A-D.

Part 2: Submission of Proposals

Three copies of the proposal must be submitted in a sealed package. The package should be addressed as follows:

**City of Wilson, North Carolina
Attn: Information Technology Services Director
112 Goldsboro St. E.
Wilson, North Carolina 27894
RE: Vendor Request for Proposals
(Vendor Name)**

Avaya Response: Comply

Part 3: RFP Evaluation

3.1 The City of Wilson, North Carolina will perform a full and complete evaluation of all submittals. The Information Technology Services Director will ultimately forward a formal recommendation of award to the City Council who have the final award approval.

Avaya Response: Read & understood

3.2 Recommendation for award will be based upon the most advantageous proposal received considering product pricing discounts, maintenance pricing discounts, and any and all other value-added services proposed by the Vendor to the City.

Avaya Response: Read & understood

3.3 Value-added services will be given special consideration by the City.

Avaya Response: Read & understood

INTRODUCTION TO RFP REQUIREMENTS

A. GENERAL CONSIDERATIONS

Costs for developing responses to this RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to the City of Wilson, North Carolina. Submission of a sealed response to the RFP will signify the Vendor's agreement that their response and the contents thereof are valid for 90 days.

The City of Wilson, North Carolina reserves the right to negotiate with any Vendor in order to obtain a final contract that best meets the need of the City. Additionally, the City reserves the right to reject any and all RFP responses if it is determined to be in the best interests of the City to do so.

Responses received after the due date and time specified in this RFP will not be considered and will be returned unopened.

Avaya Response: Read & understood

B. EVALUATION CRITERIA

The City of Wilson, North Carolina will evaluate all properly submitted responses.

The following general criteria will be used to evaluate the responses:

1. Ability of the qualified Vendor to satisfy all of the requirements.
2. Ability of the qualified Vendor to offer Avaya product pricing discounts.
3. Ability of the qualified Vendor to offer maintenance pricing discounts.
4. Value-added services offered to the City which may include, but are not limited to, discounts or credit for Avaya training, rebates on Avaya products, product credits, etc.
5. Results of reference checks.
6. Level, quantity and type of maintenance and support provided.

Avaya Response: Read & understood

E. FORMAT FOR RESPONSE TO RFP

This section serves as a checklist for the expected format of the Vendors' response to the RFP. Any supporting documentation should be included in an appendix or attachment.

The evaluation process will provide credit only for the capabilities and advantages, which are presented by the Vendor in the written response. **Three copies** of the response must be submitted.

COVER LETTER

A letter of introduction, including the name and address of the Vendor submitting the proposal and the name, address, and phone number of the person(s) to contact who will be authorized to present and bind the Vendor to all commitments made in the response.

Avaya Response: Each Avaya Certified Business Partner will have their contact information in the respective Appendix.

VENDOR PROFILE

Provide a company profile including the organization which will directly support the City.

Avaya Response: Each Avaya Certified Business Partner will have their contact information in the respective Appendix.

REFERENCES

Provide information as requested.

Avaya Response: Each Avaya Certified Business Partner will have their contact information in the respective Appendix.

PROPOSAL

Provide your proposal in such a way that is clear, concise, and according to the business/technical specifications and pricing requirements.

Avaya Response: In Appendix E, a pricing matrix is included for product and service offerings. This does not include any additional incentives and/or promotions that may be available at time of purchase.

APPENDIX OR ATTACHMENT TO PROPOSAL, (optional)

Provide additional supporting literature

Avaya Response: You can search for over 3,000 custom solutions provided by our Dev Connect partners at <http://www.avaya.com/gcm/master-usa/en-us/corporate/alliances/developerconnection/index.htm>.

ADDITIONAL REQUIREMENTS

DOCUMENTATION

The successful Vendor shall provide complete technical documentation of Avaya products.

Avaya Response: Avaya product information is available from brochures to white papers to technical documentation and configuration information at <http://support.avaya.com/japple/css/japple?PAGE=Home>

WARRANTY

The successful Vendor shall pass-through the manufacturer's warranty and warrant that all equipment is **NEW**, in good working order, and in conformance to the manufacturer's specifications. All equipment must conform to the manufacturer's (Avaya Inc.) official published specifications. The successful Vendor shall agree to repair, adjust and/or replace (as determined by the City of Wilson to be in its best interest) any defective equipment within the warranty period at the successful Vendor's sole expense.

Avaya Response: All manufacturer warranties are passed through the customer and will be honored by the respective Avaya Certified Business Partner.

MAINTENANCE AND SUPPORT

Each Vendor must provide a complete maintenance and support plan including emergency and non-emergency intervals, as well as periodic routine schedules. Routine maintenance and associated costs should be included. Routine maintenance shall include, but is not limited to: Error or defect correction, Updates, and Telephone Assistance.

Avaya Response: Each Business Partner can sell the Avaya Service offerings outlined in Appendix F. If available, the Business Partner may offer optional maintenance, service and installation options separate from the Avaya offerings. These solutions may be negotiated separately between the customer and the Business Partner.

GENERAL REQUIREMENTS

All equipment and material must be NEW and of the highest quality and reliability.

Avaya Response: Each Certified Business Partner will provide NEW material unless Avaya Certified Refurbished items are requested.

INDEMNIFICATION

In carrying out these works, the Vendor will act as an independent contractor and must agree to keep the City indemnified against any and all claims, actions or demands for personal injury and/or property damage that may be brought, made, or arise in respect of anything done, or omitted to be done by its employees or subcontractors, who shall be and remain at all times and for all purposes, the servants or employees of the Vendor, to the extent such damage, injury or death was proximately caused by the negligence or willful misconduct of Vendor, its employees or subcontractors. This indemnification and save harmless obligation

shall apply only to direct damages which are proven and shall not apply to the extent such damages, injury or death was caused by the City's act or omission or the act or omission of the City's agents, servants, employees or others.

Additionally the Vendor will defend the City, at Vendor's expense, against any cause of action in a third party action, suit or proceeding against the City based upon an allegation that a product as of its delivery date under the contract infringes a valid U.S. patent or copyright, and will indemnify the City for any judgments, settlements and court awarded attorney's fees resulting from such third party action, suit or proceeding.

Avaya Response: Read & understood.

CANCELLATION

The City of Wilson, North Carolina, reserves the right to cancel the contract resulting from this Request for Proposal if, in the City's opinion, the service provided is not satisfactory. In the event of cancellation, the Vendor will have no right of action against the City for damages; however, cancellation would not, in any manner, limit the City's right to bring action against the Vendor for damages for breach of contract. Ten days written notice of cancellation will be provided.

Avaya Response: Read & understood.

INQUIRIES

All inquiries regarding this Request of Proposal must be in written form and directed to Mr. Michael Basham, Information Technology Services Director via email, mbasham@wilsonnc.org.

All questions should be submitted, in writing, at least five (5) business days prior to the closing time and date.

No verbal representations, promises, statements or advice made by any employee of the City should be relied on.

Avaya Response: Read & understood.