

CONTRACT FOR A TELEPHONE SYSTEM AND SUPPORT AND MAINTENANCE SERVICES

THIS CONTRACT is being entered into this _____ day of _____, 2011, by and between the CITY OF LAS VEGAS (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 400 Stewart Avenue, Las Vegas, Nevada 89101, and SCOTTEL VOICE AND DATA, INC, DBA BLACK BOX NETWORK SERVICES (hereinafter the "Company") a corporation in the State of California having its principal office located at 11261 Washington Boulevard, Culver City, California 90230.

SECTION A – Contract Form

The subject matter of this Contract is to provide a telephone system for the New City Hall and to provide support and maintenance for all current and proposed telephone systems.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

- (a) *"Acceptance or Accepted"* means written notification by the City to the Company that the deliverables received in their current form are satisfactory to the City according to the terms of the Contract.
- (b) *"Acceptance Testing Period"* means the 90 days following completion of the integration, and implementation, and installation of the System.
- (c) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.
- (d) *"City"* means the City of Las Vegas.
- (e) *"City Council"* means the governing body of the City of Las Vegas.
- (f) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.
- (g) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.
- (h) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.
- (i) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.
- (j) *"Equipment"* means all products, equipment, materials, and accessories furnished by the Company.
- (k) *"Non-exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.
- (l) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.
- (m) *"Software"* means the programs, routines, and symbolic languages that control the functioning of the Hardware and direct its operation, including, without limitation, computer software programs, source code, object code, executable code, or other program or code format whatsoever, whether now known or hereafter developed, existing on any storage media whether machine executable or human readable, printed or

imprinted form, including , without limitation, modifications, enhancements, translations, updates, and upgrades thereto.

- (n) "System" means the integrated combination of the Equipment, the Software and the work which provides the Owner with the system described in the Contract.

B-2 Contract Type

The Contract type is firm fixed price. This is a Non-Exclusive Contract.

B-3 Prices/Costs

- (a) The City will pay the Company the following amounts:

<u>Item No.</u>	<u>Description</u>	<u>Amount</u>
1	All Hardware	\$488,511.95
2	All Labor	\$166,480.00
3	All Pass Plus/Basic Year 1	\$ 43,086.49
4	All Pass Plus/Basic Year 2	\$ 43,086.49
5	All Pass Plus/Basic Year 3	\$ 43,086.49
6	Maintenance Year 1	\$ 46,023.00
7	Maintenance Year 2	\$ 69,201.00
8	Maintenance Year 3	\$ 69,201.00
9	Maintenance Year 4	\$ 69,201.00
10	Maintenance Year 5	\$ 69,201.00

Further Pricing Information is specified in Attachment No. 1 "Black Box Pricing Information".

- (b) The City will make payments on items listed in B-3 (a) according to the following payment schedule based on deliverables received.

- (i) A payment in the amount of **\$196,497** will be made upon the receipt of final scope of work for the project, a project schedule and a copy of the PO to Avaya with the pricing redacted.
- (ii) A payment in the amount of **\$261,996** will be made upon product delivery.
- (iii) A payment in the amount of **\$196,498.95** upon Cutover/Installation and Final Acceptance.
- (iv) Payment for the first year of Maintenance payment will be made in accordance with the City's Project Manager Notification that the Support and Maintenance period has begun.
- (v) Payment for the All Pass Plus will be made in accordance with the City's Project Manager Notification that the Support period has begun.

B-4 Invoices

- (a) The Company shall submit an invoice to the City in accordance with the payment schedule set forth in Paragraph B-3 (Prices/Costs) above. All invoices should identify the following items:
- (i) the date of the invoice and date invoice number,;
 - (ii) the purchase order number;
 - (iii) the Contract Item against which charges are made;
 - (iv) performance dates covered;
 - (v) copy of the Progress Report, signed/approved by City's Project Manager.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

Department of Finance and Business Services
ATTN: Accounts Payable
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101 – 2986

- (b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Paragraph D-2 (Project Manager/Company Representative).

B-5 Performance Period/Delivery Schedule

- (a) The performance period commences from Award Date and continues through the completion of services provided, unless extended through mutual agreement by both parties.
- (b) Delivery Schedule. The Company shall provide services in accordance with the mutually agreed delivery schedule which will be due on or before 15 days following the Award of this contract.

SECTION C – Statement of Work

C-1 Scope of Services – Phone System Migration

- (a) The Company will design for the migration of the City of Las Vegas existing Option 81C to the latest Communication Server 1000E Release 7.5. The proposed migration strategy is to decommission the existing Option 81C and transfer required licensing to the new CS1000E. As part of this license transfer existing TDM licenses will be transferred to the new CS1000E to support the requirements in Figure 3 of this Contract.
- (b) The Company will convert 698 digital licenses from the existing Option 81C to IP licenses and transfer 830 digital and analog licenses to the new CS1000E as TDM licenses. The three sites that currently have Option 11C's will also be part of the migration into the CS1000E to have a single image database for all sites in Figure 3 labeled "Sites to be Upgraded". Also two carrier remotes off the Option 81c will migrate to the CS1000E. These sites will have a new Geographic Survivable Co-Resident Call Processor. The Company will convert 5000 ITG trunks from the Option 11c sites to SIP trunks. The trunks can later be used for SIP devices in the future. Each site will require new Universal Digital Trunk Cards to support the new CS1000E Release 7.5. All Digital and Analog cards will be reused to support existing devices. The sites that have remote 9150's will have a new survivable media gateway 50 equipped to support eight analog trunks. The SRG50's also can be equipped to support T1/PRI if the City desires. SRG50's will network over SIP trunks from the CS1000E to the SRG 50's. Avaya's Session Manager is a requirement in release 7.5 for SIP based connections.
- (c) The Company will provide SM (Avaya Aura™ Session Manager) and SMGR (Avaya Aura™ System Manager). Session Manager is Avaya's SIP router that will allow the City to connect Avaya's latest applications to the CS1000E. Session Manager is Avaya's key application for the Roadmap between Legacy systems and Avaya's Communication Manager.
- (d) The Company will provide the following implementation as it relates to: SM. SM is a SIP (Sessions Initiation Protocol). routing and integration tool that integrates SIP entities, locations, and applications across the City's enterprise network. SMGR is used to manage and administer SM routing and integration capabilities. The Company will provide the implementation services to integrate SM into the City's network
- (e) The Company will design a routing simplification management plan and configure the following:
- (i). One (1) System Managers on HP DL360 server.
 - (ii) One (1) Session Managers on HP DL360 server.

- (iii) Integrate ASM with two (2) SRG50's
- (f) The Company will order, unpack, inspect and inventory hardware, install hardware and configure basic IP settings, and load solution template onto server from the City provided-bootable media.
- (g) The Company will perform the following activities during the Implementation/Configuration Stage of the project for SM:
 - (i) Establish, configure and verify credentials.
 - (ii) When registered, add the product ID's.
 - (iii) Configure the welcome packet.
 - (iv) Configure alarming.
- (h) The Company will perform the following activities during the Implementation/Configuration Stage of the project for SMGR:
 - (i) Configure the SMGR software.
 - (ii) Import the CSV files containing IP address and host name information.
 - (iii) Via SMGR configure SM for applicable voice service and SIP entity routing.
 - (iv) Once registered, add the product ID's.
- (i) The Company will perform the following activities during the SM / SMGR Testing:
 - (i) Execute the test plan as developed during the Planning and Design Stage.
 - (ii) Test alarming
 - (iii) Test the system configuration and duplication
 - (iv) Validate SIP testing results of SIP trunking for basic control and VoIP connectivity.
- (j) The Company will perform the following during phase 1:
 - (i) Site survey all sites and develop a detailed project and test plan with the customer.
 - (ii) Work with the City to ensure that the Network is ready to support VoIP and provide all VoIP Class of Service requirements.
 - (iii) Work closely with the City to design PBX rooms at the New City Hall and West City Yard with proper power, grounding, air, and sizing requirements.
 - (iv) Install new CS1000E Core 0 at City Hall and Core 1 at West City Yard.
 - (v) Connect the two Cores to provide a High Availability Campus Redundant solution.
- (k) The Company will perform the following database tasks:
 - (i) Begin to pull databases from all sites and write database for new IP Users on the CS1000E.
 - (ii) Program and migrate user database from existing systems to the new CS1000E.
 - (iii) Begin the designing of trunking and coordinated dialing plan for user migration to the CS1000E.
 - (iv) Work with the City to ensure the PRI trunking from the New City Hall location and Existing City is in place.
 - (v) Test dialing between both sites. This PRI link will network the two sites to allow the City to move users from the old location to the new location in phases.
 - (vi) Install and program PRI Networking between CS100E to, Regional Justice Center, Fire Training Center, 5th Street School, and Developmental Service.
 - (vii) Prepare both systems to move the Call Pilot and Contact Center to the New City Hall. The Call Pilot can be moved and calls can be rerouted to support users on both locations.
 - (viii) The Contact Center will need to be moved in a coordinated effort. All exiting agents on the Option 81C will be required to move to the New City Hall when the Contact Center is moved.
- (l) The Company will perform the following tasks at the New City Hall site:
 - (i) Install two 1010 Media Gateways to support TDM devices.
 - (ii) Install 8-Port PRI Gateway and test new circuits with Carrier.
 - (iii) Program New IP Users and deploy IP Phones.

- (iv) Test QoS and Fail Over between Cores.
- (v) Program TDM users and prepare migration from the Option 81C to the CS1000E.

(m) The Company will perform the following tasks at the West Yard Site:

- (i) Install 1010 Media Gateway to support TDM devices.
- (ii) Install 8-Port PRI Gateway and test new circuits with Carrier.
- (iii) Program New IP Users and deploy IP Phones.
- (iv) Test QoS and Fail Over between Cores.
- (v) Program TDM users and prepare migration from the Carrier Remote to the CS1000E.

(n) The Company will perform the following tasks at the Detention and Enforcement Site:

- (i) Replace existing SSC card with new Geographic Survivable Media Gateway CPMG 128 CoRes card.
- (ii) Replace and program two new Universal Digital Trunks cards.
- (iii) Pull and database from CS1000E to CPMG128 CoRes card.
- (iv) Execute the test plan as developed during the Planning and Design Stage.
- (v) Correct in-scope defects and deficiencies; deploy revised scripts or updates.

(o) The Company will perform the following tasks at the Central Fire Station#1 Site:

- (i) Replace existing SSC card with new Geographic Survivable Media Gateway CPMG 128 CoRes card.
- (ii) Replace and program two new Universal Digital Trunks cards.
- (iii) Pull and database from CS1000E to CPMG128 CoRes card.
- (iv) Execute the test plan as developed during the Planning and Design Stage.
- (v) Correct in-scope defects and deficiencies; deploy revised scripts or updates.

(p) The Company will perform the following tasks at the Waste Pollution Facility Site:

- (i) Replace existing SSC card with new Geographic Survivable Media Gateway CPMG 128 CoRes card.
- (ii) Replace and program new Universal Digital Trunks card.
- (iii) Pull and database from CS1000E to CPMG128 CoRes card.
- (iv) Execute the test plan as developed during the Planning and Design Stage.
- (v) Correct in-scope defects and deficiencies; deploy revised scripts or updates.

(q) The Company will perform the following tasks at the Fire Investigation Site:

- (i). Install new SRG50.
- (ii) Program SIP trunks between CS1000E.
- (iii) Install and program analog trunks.
- (iv) Pull and database from CS1000E to CPMG128 CoRes card.
- (v) Install new IP Phones.
- (vi). Execute the test plan as developed during the Planning and Design Stage.
- (vii) Correct in-scope defects and deficiencies; deploy revised scripts or updates.

(r) The Company will perform the following tasks at the Leisure Services Site:

- (i) Replace existing fiber remote card with new Geographic Survivable Media Gateway CPMG 128 CoRes card.
- (ii) Replace and program new Universal Digital Trunks card.
- (iii) Pull and database from CS1000E to CPMG128 CoRes card.
- (iv) Execute the test plan as developed during the Planning and Design Stage.
- (v) Correct in-scope defects and deficiencies; deploy revised scripts or updates.
- (vi) Correct in-scope defects and deficiencies; deploy revised scripts or updates.

(s) The Company will perform the following tasks at the Development Service Site:

- (i) Replace existing fiber remote card with new Geographic Survivable Media Gateway CPMG 128 CoRes card.
- (ii) Replace and program new Universal Digital Trunks card.
- (iii) Pull and database from CS1000E to CPMG128 CoRes card.
- (iv) Execute the test plan as developed during the Planning and Design Stage.

C-2 Scope of Services – Support and Maintenance

Company will provide support and maintenance services as outlined in Company's response to RFP number 110106-TB (Revised) and attached hereto as Attachment No. 2 "Black Box Response". This includes but it not limited to:

- (i) 24/7 service coverage 365 days per year
- (ii) 24/7 remote monitoring
- (iii) 2 hour emergency response times
- (iv) Free remote Moves, Adds, Changes (MAC)
- (v) 2 free classes for City staff member through Global Knowledge
- (vi) Hourly rate for services outside of the scope of the maintenance support will be billed at an hourly rate of \$95.00 per hour with a two (2) hour minimum.
- (vii) Coverage of telephone sets is included
- (viii) Agreement covers three (3) years of maintenance with two (2) additional optional renewal years

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

- (i) received by the party to whom it is directed by hand delivery or personal service, or
- (ii) transmitted by facsimile with confirmation of transmission, or
- (iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
 Manager, Purchasing and Contracts
 City Hall, First Floor
 400 Stewart Avenue
 Las Vegas, Nevada 89101-2986
 Fax: (702) 384-9964

FOR THE COMPANY: Scottel Voice and Data, Inc.
 D/B/A Black Box Network Services
 11261 Washington Boulevard
 Culver City, California 90230
 Fax: (310) 237-7883

- (b) The parties shall provide written notification of any change in the information stated above.
- (c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.
- (d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

- (e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

- (a) The City designates Lonnie Richardson as the Project Manager for this Contract. The City will provide written notice to the Company, should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.
- (b) The Company designates George Robertson as the Company Representative for this Contract. The Company will provide written notice to the City, should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Delivery/Title and Risk of Loss

- (a) The Company shall deliver the Equipment and complete the System at the site designated by the City's Project Manager.
- (b) Title to each item of Equipment shall pass to City upon City's Acceptance and final payment of the same.
- (c) Risk of Loss of each item of Equipment shall pass to the City upon the City's Acceptance of the System.

D-4 Warranty – Services [CAO-7/24/08]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty and/or in the event of non-performance and/or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-5 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City are exclusively the property of the City.

D-6 Licenses/Registrations [CAO-7/24/08]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-7 Acceptance

The City will have complete its Acceptance Testing Period prior to Acceptance or final acceptance of the System.

D-8 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-7/25/08]

- (a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration or litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution and in the same notice as to whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.
- (b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the Nevada Arbitration Association or the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.
- (c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be in the City.

E-2 Notice of Delay [CAO-7/24/08]

- (a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.
- (b) The Company shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Company's failure to perform. Notice shall be provided as soon as the Company is aware of the situation; however, such notice shall not relieve the Company from any existing obligations regarding performance or delivery.

E-3 Termination for Convenience [CAO-7/24/08]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-11/9/09]

- (a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:
 - (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
 - (ii) Make progress, so as to endanger performance of this Contract; or
 - (iii) Perform any of the other provisions of this Contract.
- (b) The City's right to terminate this Contract under (a)(ii) and (a)(iii) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice, specifying the failure, is provided pursuant to the Paragraph D-1 (Legal Notice) of this Contract.

- (c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in the manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue the work not terminated.
- (d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Paragraph E-3 (Termination for Convenience).
- (e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.
- (f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.
- (g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Paragraph E-1 "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-3 "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance:[CAO-1/12/09] R

- (a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):
 - (i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive.
 - (ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this Contract in a policy limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form.
 - (iii) Commercial Automobile Liability Insurance of limits no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in (iii) above, do not apply.
 - (iv) Professional Liability Insurance (only if the contract is for professional services) of limits no less than \$1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

- (b) Company must provide required insurance documentation to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All policy certificates and endorsements are required to be an agent authorized by that insurer and who is licensed by the State of Nevada. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Company shall annually provide the ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

City of Las Vegas
C/O Insurance Tracking Services, Inc. (ITS)
P.O. Box 21919
Long Beach, CA 90801

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 • Fax: 562-435-2999
Email: michael.palacios@instracking.com

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

- (c) The City, its officers and employees shall be named as additional insureds and such notation shall appear on the certificate of insurance furnished by the Company's insurance carrier. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.
- (d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed \$10,000.00 without the prior written approval of the City.
- (e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Paragraph E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.
- (f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.
- (g) The Company is encouraged to purchase any additional insurance as it deems necessary.
- (h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City, caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.
- (i) The policies required in E-5 (a) i-iii shall have a Waiver of Subrogation provision endorsement in favor of the City of Las Vegas.

E-6 Indemnification [CAO-7/24/08]

- (a) In addition to the insurance requirements set forth in Paragraph E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") harmless from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.
- (b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them, within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.
- (c) It is expressly agreed that the Company shall defend the City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-7/24/08]

- (a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind, which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.
- (b) The Company in the performance of the obligations of this Contract shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Health and Safety Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

E-10 Audit of Records [CAO-8/5/08]

- (a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

- (b) The City, or its designated representative(s), shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to the address, designated by the City, within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Paragraph
- (c) If, at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

- (a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

- (b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-7/24/08]

- (a) An official of the City, who is authorized in such capacity and on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized in such capacity and on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.
- (b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-7/24/08]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract, all supporting documents, and proposals submitted under the original Request for Proposal are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

- (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to be disclosed to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, The Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.
- (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.
- (c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

- (a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:
 - (i) Description of services to be performed.
 - (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
 - (iii) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.
- (c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.
- (d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under Paragraph E-1 "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City, will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

This Contract may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

<u>Identifier</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
Attachment No. 1	Black Box Pricing Information	9/08/11	9
Attachment No. 2	Black Box Response	9/08/11	33
Figure 1	Avaya VoIP Solution	9/08/11	1
Figure 2	IP Network Bandwidth for VoIP Solutions	9/08/11	1
Figure 3	Sites to be upgraded	9/08/11	1
Figure 4	Inventory	9/08/11	1
Figure 5	Black Box VoIP Solutions	9/08/11	1

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

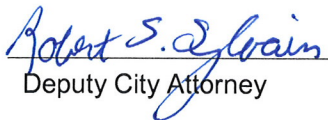
KATHLEEN C. RAINEY, Manager
Purchasing and Contracts

"City"

ATTEST:

BEVERLY K. BRIDGES, MMC
City Clerk

APPROVED AS TO FORM:

 9-8-11
Deputy City Attorney Date

COMPANY

GEORGE ROBERTSON, Branch Manager,
"Company"

HW/SW SUMMARY AND MAINTENANCE

BLACK BOX 5 YEAR MAINTENANCE PRICING BREAKDOWN

MAINTENANCE COVERAGE

Count	S/port	Monthly Price	year 1	year 2	year 3	year 4	year 5
*New Equipment ports used (P,Trunks etc)							
1266	\$ 1.25	\$ 1,582.50	incld \$ 18,990.00	\$ 18,990.00	\$ 18,990.00	\$ 18,990.00	\$ 18,990.00
1777	\$ 1.25	\$ 2,221.25	\$ 26,655.00	\$ 26,655.00	\$ 26,655.00	\$ 26,655.00	\$ 26,655.00
Migrated TDM ports used							
100	\$ 8.00	\$ 800.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00	\$ 9,600.00
Contact Center							
60	\$ 8.00	\$ 480.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00	\$ 5,760.00
Call Pilot (Main)							
24	\$ 8.00	\$ 192.00	\$ 2,304.00	\$ 2,304.00	\$ 2,304.00	\$ 2,304.00	\$ 2,304.00
Call Pilot (RJC site)							
HW MAINT TOTAL							
3227	\$	\$ 5,275.75	\$ 44,319.00	\$ 63,309.00	\$ 63,309.00	\$ 63,309.00	\$ 63,309.00
Set Coverage (Can be removed if requested)							
698	\$ 0.50	\$ 349.00	incld \$ 4,188.00	\$ 4,188.00	\$ 4,188.00	\$ 4,188.00	\$ 4,188.00
284	\$ 0.50	\$ 142.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00
Total Digital Sets							
MAINT TOTALS							
			\$ 45,023.00	\$ 69,201.00	\$ 69,201.00	\$ 69,201.00	\$ 69,201.00

RECOMMENDED PASS/PASS PLUS COVERAGE 3 YEARS

PASS CONTRACT - 3 YEARS (PAYABLE YEARLY)				
	year 1	year 2	year 3	
NEW PBX PASS PLUS	\$ 24,563.87	\$ 24,563.87	\$ 24,563.87	
CONTACT CENTER PASS PLUS	\$ 10,543.10	\$ 10,543.10	\$ 10,543.10	
CALL PILOT PASS BASIC	\$ 5,201.92	\$ 5,201.92	\$ 5,201.92	
61C RJC PASS BASIC	\$ 2,777.60	\$ 2,777.60	\$ 2,777.60	
Totals	\$ 43,086.49	\$ 43,086.49	\$ 43,086.49	

GRAND TOTAL

	year 1	year 2	year 3	year 4	year 5
ALL HARDWARE	\$ 488,511.95	\$	\$	\$	
ALL LABOR	\$ 166,480.00	\$	\$	\$	
ALL PASS PLUS/BASIC	\$ 43,086.49	\$ 43,086.49	\$ 43,086.49	TBD	TBD
MAINTENANCE	\$ 45,023.00	\$ 69,201.00	\$ 69,201.00	\$ 69,201.00	\$ 69,201.00
GRAND TOTAL	\$ 744,101.44	\$ 112,287.49	\$ 112,287.49	\$ 69,201.00	\$ 69,201.00

Pass contracts are quoted for 3 years and payable yearly
Pass plus provides pass basic coverage + software assurance during the 3 year contract term
Telephone sets are covered and can be removed if requested
However, Black Box strongly recommends you keep Set Coverage

2. Free Classes will be provided yearly to your technical staff
60 x 1165e sets have been provided at the same price as the 1140 sets for your convenience
Discount of \$5350 has been shown in the equipment parts list and reflected in year 1 hardware pricing.



 **BLACK BOX[®]**

1	P	NTHU60DB	CS1000E 01/0T HA 1/6 1010	19,000.00	12,111.36	12,111.36	36%
1	P	N0023082	Geo Rad Primary Specifier Code	0.00	0.00	0.00	
1	P	N0134448	Full Application Site Move Sum	0.00	0.00	0.00	
2	P	NTBK000AE6	Cable 20FT Wre E1-DT11PRIZ	250.00	159.36	318.72	36%
4	P	NTBK51CAE5	Divid 2 Port DCH 51C-81C	3,575.00	1,554.29	6,217.16	57%
1	P	NTBK64RBA	Ground Bar Assy Opt:1	97.00	61.62	61.62	36%
3	P	NTC312AAE6	MG1010 Power Supply	955.00	2,565.00	1,635.03	36%
2	P	NTC238AAE6	CP Adapter Kit	49.00	31.87	63.74	35%
6	P	NTDU0008E6	Cable Ethernet RJ45 M-LM 25cm	92.00	552.00	350.59	36%
1	P	NTDU22LB	Media Gateway MG1010 Chassis	7,500.00	4,780.80	4,780.80	36%
1	P	NTDM12AAE5	UDT Clock Controller DB	1,300.00	828.67	828.67	36%
2	P	NTDM79ABE5	UDT E1/T1 Pack	4,160.00	2,651.75	5,303.50	36%
696	P	NTE969FC	Convert 1 Digital to 1 IP User	175.00	110.49	77,121.74	37%
5000	P	NTE969TK	Conv't 1 ITG Trunk to 1 SIP	0.00	0.00	0.00	
40	P	NTE980MA	All Sys 1-MUS Con License	44.00	1,760.00	1,019.90	42%
10	P	NTE980RA	All Sys 1-RAN Con License	335.00	3,350.00	2,029.18	39%
1	P	NTHU56AA	1000E PRI Gateway	12,000.00	7,649.28	7,649.28	36%
1	P	NTHU56BA	MG1000E PRI GW 4 span Exp Plug	12,000.00	7,649.28	7,649.28	36%
2	P	NTHU62AF	CPDC SS (Chassis/Cabinet) R7.5	4,200.00	2,677.25	5,354.50	36%
2	P	NTM427BDE6	CPDC Sign/Svr/SAV (4GB USB) R7.5	0.00	0.00	0.00	
1	P	NTRX28NPE6	DB9F TO DB9F SERIAL CABLE NULL	58.00	37.19	37.18	35%
9	P	NTTK1ABE6	PWR Cord 3 9ft 11CM 125VA	42.00	26.55	239.04	37%
461	P	NTYS030FE6	1120E - Eng Keys no ps	410.00	189,010.00	120,482.53	38%
55	P	NTYS060FE6	1140E - Eng Keys no ps	630.00	34,650.00	22,087.30	36%
60	P	NTYS076EE6	1156E - Eng Keys no ps	770.00	490.83	29,449.73	35%
		Discount				-5,350.00	
1	P	NTE900PQ	1000E Processor Upg to CPPM HA	1,632.00	1,040.09	1,040.09	38%
1	P	NTE9500B	SW Pkg 57-BARS-BASIC Alternate	0.00	0.00	0.00	
1807	P	NTE959LA	SW Upg R7.5to 1959 Users/Sys	34.00	61,438.00	40,314.89	34%
1	P	NTE960E	1111E-11C IHC R16-R22 -Current	4,645.00	4,934.85	4,934.85	45%
1	P	NTM441CE	CF SW Kit CPPM Dual Proc R7.5	0.00	0.00	0.00	
1	P	NTL216899	System Manager R6	0.00	0.00	0.00	
1	P	NTL700501953	System Manager Server HP	11,400.00	7,056.46	7,056.46	38%
2	P	NTTK41ABE6	PWR Cord 3 9ft 11CM 125VA	42.00	26.55	53.12	37%
1	P	NTL700500958	SESSION MANAGER R6 1 DVD	50.00	30.81	30.81	38%
1	P	NTL7005014278	SM R6.1 REDHAT KSTART NEW DVD	50.00	30.81	30.81	38%
10000	P	NTL264237	SM R6 X SIP CON LIC ENTITLE	0.00	0.00	0.00	
1	P	NTL7005031002	SM HP Server DL360G7	11,400.00	7,056.46	7,056.46	38%
						574,887.00	
						959,958.36	

110083-TB (Revised)
Telephone System for New City Hall
Attachment 1

Order Parts List: Leisure
Services - AUS1440766 - CS
1000E

Part No	Part Name	Part Description	Part Unit Price	Part Quantity	Part Total Price	Part Tax	Part Total Price
1	NTBK05DAE6	Cable 20FT wire E1-DTI:PRI2	250.00	159.36	159.36	36%	36%
1	NTBK40BA	Ground Bar Assy Opt11	97.00	61.62	61.62	36%	36%
1	NTDW12AAE5	UDT Clock Controller D16	1,300.00	828.67	828.67	36%	36%
1	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	2,651.75	2,651.75	36%	36%
1	NTHU81JA	CS1000E CPMS 0L/UT SA (AC Cab)	7,000.00	4,462.08	4,462.08	36%	36%
1	NTTK1AABE6	PWR Cord 9.8ft 11CM 125VA	42.00	26.56	26.56	37%	37%
1	NTE920CB	Surv MG CPMG128 CoRes SW R7 5	5,000.00	3,187.20	3,187.20	36%	36%
				17,849.00	11,377.24		

Order Parts List: Development
Services - AUS1440766 - CS
1000E

Part No	Part Name	Part Description	Part Unit Price	Part Quantity	Part Total Price	Part Tax	Part Total Price
2	NTBK05DAE6	Cable 20FT wire E1-DTI:PRI2	250.00	159.36	159.36	36%	36%
1	NTBK40BA	Ground Bar Assy Opt11	97.00	61.62	61.62	36%	36%
1	NTDL22JC	MG1000E Cabinet (AC)	4,500.00	2,968.48	2,968.48	36%	36%
1	NTDW12AAE5	UDT Clock Controller D16	1,300.00	828.67	828.67	36%	36%
2	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	2,651.75	2,651.75	36%	36%
1	NTHU81JA	CS1000E CPMS 0L/UT SA (AC Cab)	7,000.00	4,462.08	4,462.08	36%	36%
2	NTTK1AABE6	PWR Cord 9.8ft 11CM 125VA	42.00	26.56	26.56	37%	37%
1	NTE920CB	Surv MG CPMG128 CoRes SW R7 5	5,000.00	3,187.20	3,187.20	36%	36%
				26,801.00	17,083.39		

Order Parts List: (SRG50 Remote
Site: Fire Investigation)

Part No	Part Name	Part Description	Part Unit Price	Part Quantity	Part Total Price	Part Tax	Part Total Price
2	NK091017	Power Cord - NA	10.00	20.00	20.00	36%	36%
1	NTSB44BAE5	GATM4 MBM-4 Port Anal Trk Rs	869.00	554.57	554.57	36%	36%
1	NTB16402E5	BCM50 Expansion	382.00	243.29	243.29	36%	36%
1	NTDW93FA	SRC506 NA CS1000 Bde	2,500.00	1,593.60	1,593.60	36%	36%
32	NTYS19EC10E6	1220 - Eng keys no ps	290.00	184.86	184.86	36%	36%
				13,051.00	8,319.65		

Order Parts List: (SRG50 Remote
Site: Detention)

Part No	Part Name	Part Description	Part Unit Price	Part Quantity	Part Total Price	Part Tax	Part Total Price
2	NK091017	Power Cord - NA	10.00	20.00	20.00	36%	36%
1	NTSB44BAE5	GATM4 MBM-4 Port Anal Trk Rs	869.00	554.57	554.57	36%	36%
1	NTB16402E5	BCM50 Expansion	382.00	243.29	243.29	36%	36%
1	NTDW93FA	SRG506 NA CS1000 Bde	2,500.00	1,593.60	1,593.60	36%	36%
15	NTYS03AF56	1120E - Icon keys no ps	410.00	261.35	261.35	36%	36%
15	NTYS14AALE	AC Cord NA 1.8m IEC320-C13	20.00	12.75	12.75	36%	36%
15	NTYS17CAE6	Global PS IPhone 11x12x200x	32.00	18.06	18.06	44%	44%
				10,701.00	6,786.61		

Order Parts List: West City Yard -
AUS1440767 - CS 1000E

Part No	Part Name	Part Description	Part Unit Price	Part Quantity	Part Total Price	Part Tax	Part Total Price
1	NTBK1CAE5	Dmd 2 Port DCH 51C-81C	3,375.00	1,554.29	1,554.29	57%	57%
1	NTBK40BA	Ground Bar Assy Opt11	97.00	61.62	61.62	36%	36%

110083-TB (Revised)
Telephone System for New City Hall
Attachment 1

1	P	NIC312AAE6	MG1010 Power Supply	855.00	995.00	545.01	36%
2	P	NTDU3606E6	Cable Ethernet RJ45 M-M 25cm	92.00	184.00	116.86	36%
3	P	NTDUJ22LB	Media Gateway MG1010 Chassis	7,500.00	7,500.00	4,780.80	36%
1	P	NTHU58AA	1000E PRI Gateway	12,000.00	12,000.00	7,649.28	36%
1	P	NTHU58BA	MG1000E PRI GW 4 span Exp Pkg	12,000.00	12,000.00	7,649.28	36%
3	P	NTTX1ABEE6	PWR Cord 9ft 11CM 125VA	42.00	126.00	79.68	37%
60	P	NTYS03BFE6	1120E - Eng keys no ps	410.00	24,600.00	261.35	38%
15	P	NTYS03BFE6	1140E - Eng keys no ps	630.00	9,450.00	401.59	36%
				70,387.00		44,141.66	

Order Parts List: Detention &
Enforcement - AUS1440768 - CS
1000E

Quantity	Part Number	Description	Unit Price	Extended Price	Unit Price	Extended Price	Discount
2	P	NTBK05DAE6	Cable 20FT wire E1-DT11PRI2	250.00	500.00	159.36	318.72
1	P	NTDW12AAE5	UDT Clock Controller DIB	1,300.00	1,300.00	828.67	828.67
2	P	NTDW63BAE5	ASSY, CS1000 MSG 100BT ADAPTER	657.00	1,314.00	418.59	837.17
2	P	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	8,320.00	2,651.75	5,303.50
2	P	NTW822AC	Conversion to MG 1000E	4,800.00	9,600.00	3,059.71	6,119.42
1	P	NTE920CB	Surv MG CPM/G128 CoRes SW R7 5	5,000.00	5,000.00	3,187.20	3,187.20
				28,034.00		16,594.69	

Order Parts List: F&R - Central
Fire Station #01 - AUS1440769 - CS
1000E

Quantity	Part Number	Description	Unit Price	Extended Price	Unit Price	Extended Price	Discount
2	P	NTBK05DAE6	Cable 20FT wire E1-DT11PRI2	250.00	500.00	159.36	318.72
2	P	NTDW12AAE5	UDT Clock Controller DIB	1,300.00	2,600.00	828.67	1,657.34
1	P	NTDW63BAE5	ASSY, CS1000 MSG 100BT ADAPTER	657.00	657.00	418.59	418.59
2	P	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	8,320.00	2,651.75	5,303.50
1	P	NTW822AC	Conversion to MG 1000E	4,800.00	4,800.00	3,059.71	3,059.71
1	P	NTE920CB	Surv MG CPM/G128 CoRes SW R7 5	5,000.00	5,000.00	3,187.20	3,187.20
				21,877.00		13,945.06	

Order Parts List: Waste Pollution
AUS1440770 - CS 1000E

Quantity	Part Number	Description	Unit Price	Extended Price	Unit Price	Extended Price	Discount
1	P	NTBK05DAE6	Cable 20FT wire E1-DT11PRI2	250.00	250.00	159.36	159.36
1	P	NTDW12AAE5	UDT Clock Controller DIB	1,300.00	1,300.00	828.67	828.67
1	P	NTDW63BAE5	ASSY, CS1000 MSG 100BT ADAPTER	657.00	657.00	418.59	418.59
1	P	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	4,160.00	2,651.75	2,651.75
1	P	NTW822AC	Conversion to MG 1000E	4,800.00	4,800.00	3,059.71	3,059.71
1	P	NTE920CB	Surv MG CPM/G128 CoRes SW R7 5	5,000.00	5,000.00	3,187.20	3,187.20
				16,157.00		10,305.28	

GRAND TOTAL

488,511.95

BLACK BOX LABOR

Implementation Labor

Sites	Hours	\$ /hour		Total
Install City Hall & West Yard Cores	144	\$	95.00	\$ 13,680.00
Database Tasks City Hall & West Yard	181	\$	95.00	\$ 17,195.00
Migrate Users to New City Hall	390	\$	95.00	\$ 37,050.00
Migrate Trunking SCCS & Call Pilot to New City Hall	165	\$	95.00	\$ 15,675.00
Install new Gateways and Migrate Users and Trunks	300	\$	95.00	\$ 28,500.00
Migrate other locations onto New 1000E Systems	168	\$	95.00	\$ 15,960.00
Migrate Development and Leisure Services	186	\$	95.00	\$ 17,670.00
Project Management	166	\$	125.00	\$ 20,750.00
Total				\$ 166,480.00

BLACK BOX - PBX - 3 YEARS PASS PLUS

Location 1, AUS1440766 - City Hall									
PBX Type for Hardware Support CS									
1000E									

Count Based Services - CS1000 and M1									
CS1000 - Partner Assurance Software Support - Tier 3 (1200-1999 users) Plus upgrades 3 Year (Annual Unit Price) - SUNAQR									
1807	GU4303AQR					3	12.54		66.00102
Other Services									
Aura Applications - S8800 Session Manager SRVR - Partner Assurance Technology Support - Base Next Bus Day Parts - SUNEH1									
	QF4300EH1	1				3	948.43		2,845.29
Aura Applications - S8800 System Manager SRVR - Partner Assurance Technology Support - Base Next Bus Day Parts - SUNEH2									
	GF4300EH2	1				3	948.43		2,845.29
Total - Location 1									
Total - Engineered Items									
Grand Total									
73,691.60									
73,691.60									
73,691.60									

BLACK BOX - CONTACT CENTER - 3 YEARS PASS PLUS

Service Quote Reference Number: SUS0444903

Order Parts List: Main

Quantity	Part Number	Description	Unit Price USD	Ext Price USD
3	GU4303AJ1	Contact Center Manager - Nodal Base System Partner Assurance Software Support PLUS Upgrades 3 year (Annual Unit Price) - SLAJ1	585.73	1,757.18
300	GU4303AK1	Contact Center Manager - 1-499 Standard Voice Agents Partner Assurance Software Support PLUS Upgrades 3 year (Annual Unit Price) -SLAK1	29.29	8,785.92
		TOTAL		10,543.10

BLACK BOX 3 YEARS CALL PILOT PASS BASIC

Service Quote Reference Number: SUS0444607

Order Parts List: Main

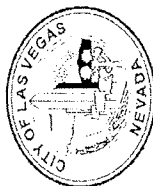
Quantity	Item Identifier	Promo Eligibility	Part Number	Description	Unit Price USD	Ext Price USD
4800	S	N	GE4303883	CallPilot - Partner Assurance Software Support - Basic-3 Year (Annual Unit Price) - -SLN883	3.25	15,605.76
TOTAL						15,605.76

PASS BASIC - 3 YEARS - OPTION 61C

Order Code Listing Report - System Upgrade / Expansion

Order Parts List:

Quantity	Item Identifier	Promo Eligibility	Part Number	Description	Unit Price USD	Ext Price USD
900	S	N	GE4303883	CallPilot - Partner Assurance Software Support - Basic-3 Year (Annual Unit Price)- -SLN883	\$ 3.25	\$ 2,926.08
	1200 S	N	GE4303AQQ	CS1000 - Partner Assurance Software Support - Tier 2 (101-1199 users) Basic-3 Year (Annual Unit Price)-SLNAQQ	\$ 4.51	\$ 5,408.72
Total					\$	8,332.80



Order Parts List: City Hall - AUS1408154 - CS-1000E										
P	NTHU600B	CS1000E OLUT HA MG 1010	19,000.00	19,000.30	11,400.00	10,032.00	9,462.00	12,111.36	12,111.36	36%
1	P	NM023082	Geo Red Primary Specifier Code	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	P	NM134348	Full Application Site Move Sum	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	P	N7BKXGDAE6	Cable 20FT wire E1-DT1/PRI2	250.00	500.00	300.00	264.00	249.00	159.36	316.72
1	P	N7BKX51CAE5	Diod 2 Port DCH1 5TC-8TC	3,575.00	14,300.00	5,852.00	5,149.76	4,857.16	1,554.29	6,217.16
1	P	N7BKX50BA	Ground Bar Assy Opt11	97.00	97.00	55.00	51.04	48.14	61.82	36%
3	P	NTC312AAE6	MGT1010 Power Supply	855.00	2,565.00	1,539.00	1,354.32	1,277.37	545.01	1,635.03
2	P	NTC325BAE6	CP Adapter Kit	49.00	99.00	60.00	-	49.80	31.87	63.74
3	P	NTDUJ008E6	Cable Ethernet RJ45 M-M 25cm	92.00	552.00	330.00	290.40	275.90	58.43	350.59
1	P	NTDUJ22LB	Media Gateway MG1010 Chassis	7,500.00	7,500.00	4,500.00	3,960.00	3,755.00	4,780.80	36%
1	P	NTDW12AAE5	UDT Clock Controller D/B	1,300.00	1,300.00	780.00	686.40	647.40	828.67	36%
2	P	NTDW79ABE5	UDT EVI/T Pack	4,160.00	8,320.00	4,992.00	4,392.96	4,143.36	2,551.75	5,303.50
1	P	NTE968FC	Convert 1 Digital Io 1 IP User	175.00	122,150.00	72,592.00	63,880.96	60,251.36	110.49	77,121.74
1	P	NTE969TK	Convrt : ITG Trunk to 1 SIP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5000	P	NTE980JC	1 SIP Acc Prot - no charge	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10	P	NTE980MA	All Sys 1-AUS Con License	44.00	1,750.00	960.00	844.80	796.80	25.50	1,019.90
0	P	NTE990RA	All Sys 1-RAN Con License	335.00	3,350.00	1,910.00	1,680.80	1,585.30	202.92	2,059.18
1	P	NTHU59AA	100SE PRI Gateway	12,000.00	12,000.00	7,200.00	6,336.00	5,976.00	7,649.28	36%
1	P	NTHU59BA	MG1000E PRI GW 4 span Exp Pkg	12,000.00	12,000.00	7,200.00	6,336.00	5,976.00	7,649.28	36%
1	P	NTHU62AF	OPCC SS (Chassis/Cabinet) R7.5	4,200.00	8,400.00	5,040.00	4,435.20	4,183.20	2,677.25	5,354.50
1	P	NTM427BDE6	OPCC SignSvrSW (KGB USB)R7.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	P	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	58.00	58.00	35.00	30.80	29.05	37.18	36%
1	P	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	42.00	378.00	225.00	198.00	186.75	26.56	239.04
1	P	NTYS03BF'E6	1120E - Eng keys no ps	410.00	24,600.00	14,760.00	12,988.80	94,126.96	261.00	120,321.00
15	P	NTYS05BF'E6	1140E - Eng keys no ps	630.00	72,450.00	43,470.00	38,253.60	36,080.10	401.59	46,182.53
1	P	NTE900PQ	1000E Processor Upg to CPPW HA	1,632.00	1,632.00	979.00	861.52	812.57	1,040.09	36%
1	P	NTE950R6	SW Pkg 57-BARS-BASIC Alternate	0.00	0.00	0.00	0.03	0.00	0.00	0.00
536	P	NTE958LA	SW Upg R7.5(to 1999 users/sys)	34.00	52,224.00	32,256.00	28,385.28	26,772.48	22.31	34,268.77
1	P	NTE960UE	11-11F-11IC IHC R16-R22-Currnt	4,645.00	4,645.00	4,645.00	4,087.60	3,855.35	4,934.85	-6%
1	P	NTL441CC	CF SW Kit CPPW Dual Proc R7.5	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	P	NTL216889	System Manager R6	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1	P	NTL700501093	System Manager Server HP	11,400.00	11,400.00	6,844.00	5,844.96	5,512.86	7,056.46	38%
1	P	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	42.00	84.00	50.00	44.00	41.50	26.56	37%
1	P	NTL700500958	SESSION MANAGER R6.1 DVD	50.00	50.00	29.00	25.52	24.07	30.81	

110083-TB (Revised)
Telephone System for New City Hall
Attachment 2

1	P	NTDW63BAE5	ASSY. CS1000 MGC 100BT ADAPTER	657.00	657.00	394.00	346.72	327.02	418.59	418.59	36%	
2	P	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	8,320.00	4,992.00	4,392.96	4,143.36	2,651.75	5,303.50	36%	
1	P	NTWB22AC	Conversion to MG 1000E	4,800.00	4,800.00	2,880.00	2,534.40	2,390.40	3,059.71	3,059.71	36%	
1	P	NTE920CB	Surv MG CPMG128 CoRes SW R7.5	5,000.00	5,000.00	3,000.00	2,640.00	2,490.00	3,187.20	3,187.20	36%	
				21,877.00	13,126.00	11,550.88	10,894.58					13,945.06

Order Parts List: Waste Pollution - AUS1408805 - CS 1000E

1	P	NTEK0SDAE6	Cable 20FT wire E1-OT11/PR12	250.00	250.00	150.00	132.00	124.50	159.36	159.36	36%	
1	P	NTDW12AAE5	UDT Clock Controller D/B	1,300.00	1,300.00	780.00	686.40	647.40	828.67	828.67	36%	
1	P	NTDW63BAE5	ASSY. CS1000 MGC 100BT ADAPTER	657.00	657.00	394.00	346.72	327.02	418.59	418.59	36%	
1	P	NTDW79ABE5	UDT E1/T1 Pack	4,160.00	4,160.00	2,496.00	2,196.48	2,071.68	2,651.75	2,651.75	36%	
1	P	NTWB22AC	Conversion to MG 1000E	4,800.00	4,800.00	2,880.00	2,534.40	2,390.40	3,059.71	3,059.71	36%	
1	P	NTE920CB	Surv MG CPMG128 CoRes SW R7.5	5,000.00	5,000.00	3,000.00	2,640.00	2,490.00	3,187.20	3,187.20	36%	
				16,167.00	9,700.00	8,535.00	8,051.00					10,305.28

GRAND TOTAL	\$ 451,630.44
-------------	---------------

City of Las Vegas Draft Time Line for RFP

ID	Task Name	Duration	Start	Finish	D
1	Obtaining Approval	1 day	Thu 9/1/11	Thu 9/1/11	S
2	Receive Customer PO	1 day	Fri 9/16/11	Fri 9/16/11	
3	Placing of Orders (all equipment)	10 days	Mon 9/19/11	Fri 9/30/11	
4	Equipment orders and lead times verified with all suppliers	2 days	Thu 9/22/11	Fri 9/23/11	
5	Site Reviews (all sites)	5 days	Tue 9/20/11	Mon 9/26/11	
6	Customer Kick Off Meeting Project Review	1 day	Tue 9/27/11	Tue 9/27/11	
7	Payment Milestones	1 day	Tue 9/27/11	Tue 9/27/11	
8	Acceptance Process	1 day	Tue 9/27/11	Tue 9/27/11	
9	Customer Expectation	1 day	Tue 9/27/11	Tue 9/27/11	
10	Scope of work	1 day	Tue 9/27/11	Tue 9/27/11	
11	Equipment List and system capacities	1 day	Tue 9/27/11	Tue 9/27/11	
12	Results and recommendations based on site reviews	1 day	Tue 9/27/11	Tue 9/27/11	
13	Review Current and Proposed Voice Network Configurations and implementation schedule	1 day	Tue 9/27/11	Tue 9/27/11	
14	Review Proposed Data Network Requirements, configurations and implementation schedules	1 day	Tue 9/27/11	Tue 9/27/11	
15	Customer Deliverables (Room Ready, Cabling Records, Access to all work areas)	1 day	Tue 9/27/11	Tue 9/27/11	
16	Review Current Construction Schedule (New City Hall)	1 day	Tue 9/27/11	Tue 9/27/11	
17	Set cutover dates for each phase of the project	1 day	Tue 9/27/11	Tue 9/27/11	
18	Set dates for database collection (pull system info from existing systems and application)	1 day	Tue 9/27/11	Tue 9/27/11	
19	Training requirements (user and admin)	1 day	Tue 9/27/11	Tue 9/27/11	
20	Set meeting to review and establish test process and procedures	1 day	Tue 9/27/11	Tue 9/27/11	
21	Set dates for follow up meetings (status and Planning)	1 day	Tue 9/27/11	Tue 9/27/11	
22	Create personnel and escalation list	1 day	Tue 9/27/11	Tue 9/27/11	
23	Equipment Delivery and Inventory	36 days	Mon 9/19/11	Mon 11/7/11	
24	Equipment ordered	30 days	Mon 9/19/11	Fri 10/28/11	
25	Equipment delivered to customer site	2 days	Fri 10/28/11	Mon 10/31/11	
26	Inventory and stage equipment	5 days	Tue 11/1/11	Mon 11/7/11	
27	Customer sign off and acceptance of equipment delivery	1 day	Mon 11/7/11	Mon 11/7/11	

Project: MS Project Plan JW Marriott ;
Date: Fri 7/29/11

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

City of Las Vegas Draft Time Line for RFP

ID	Task Name	Duration	Start	Finish	D
55	Detention & Enforcement Site Tasks	9 days	Fri 12/16/11	Wed 12/28/11	S
56	Install New Media Gateway	5 days	Fri 12/16/11	Thu 12/22/11	
57	Test & Burn-in	2 days	Thu 12/22/11	Fri 12/23/11	
58	Pull & Write Database	7 days	Fri 12/16/11	Mon 12/26/11	
59	Program System & Users	4 days	Fri 12/23/11	Wed 12/28/11	
60	Migrate to 1000E system	1 day	Wed 12/28/11	Wed 12/28/11	
61	Waste Pollution Facility Tasks	10 days	Thu 12/29/11	Wed 1/11/12	
62	Install New Media Gateway	6 days	Thu 12/29/11	Thu 1/5/12	
63	Test & Burn-in	2 days	Thu 1/5/12	Fri 1/6/12	
64	Pull & Write Database	7 days	Thu 12/29/11	Fri 1/6/12	
65	Program System & Users	4 days	Fri 1/6/12	Wed 1/11/12	
66	Migrate to 1000E system	1 day	Wed 1/11/12	Wed 1/11/12	
67	Central Fire Station #1 Tasks	9 days	Thu 12/29/11	Tue 1/10/12	
68	Install New Media Gateway	5 days	Thu 12/29/11	Wed 1/4/12	
69	Test & Burn-in	2 days	Wed 1/4/12	Thu 1/5/12	
70	Pull & Write Database	7 days	Thu 12/29/11	Fri 1/6/12	
71	Program System & Users	3 days	Fri 1/6/12	Tue 1/10/12	
72	Migrate to 1000E system	1 day	Tue 1/10/12	Tue 1/10/12	
73	Fire Investigation Site Tasks	9 days	Tue 1/10/12	Fri 1/20/12	
74	Install New Media Gateway	5 days	Tue 1/10/12	Mon 1/16/12	
75	Test & Burn-in	2 days	Mon 1/16/12	Tue 1/17/12	
76	Pull & Write Database	7 days	Tue 1/10/12	Wed 1/18/12	
77	Program System & Users	3 days	Wed 1/18/12	Fri 1/20/12	
78	Migrate to 1000E system	1 day	Fri 1/20/12	Fri 1/20/12	
79	Detention Site Tasks	9 days	Tue 1/10/12	Fri 1/20/12	
80	Install New Media Gateway	5 days	Tue 1/10/12	Mon 1/16/12	
81	Test & Burn-in	2 days	Mon 1/16/12	Tue 1/17/12	

Project: MS Project Plan JW Marriott ;
Date: Fri 7/29/11

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

BLACK BOX 5 YEAR MAINTENANCE PRICING BREAKDOWN

PBX MAINTENANCE COVERAGE

	Count	\$/port	Monthly Price	Requested year 1 incl	year 2	optional year 3	optional year 4	optional year 5
*New Equipment ports used (IP, Trunks etc)	1266	\$ 1.25	\$ 1,582.50	\$ 18,990.00	\$ 18,990.00	\$ 18,990.00	\$ 18,990.00	\$ 18,990.00
Migrated TDM ports used	830	\$ 1.25	\$ 1,037.50	\$ 12,450.00	\$ 12,450.00	\$ 12,450.00	\$ 12,450.00	\$ 12,450.00
Totals	2096		\$ 2,620.00	\$ 12,450.00	\$ 31,440.00	\$ 31,440.00	\$ 31,440.00	\$ 31,440.00

*All NEW equipment will be covered under warranty for 1 year. For equipment we will be migrating such as TDM cards, we have provided pricing to cover these during year 1. If the City wishes, we can put these under T&M and bring the year 1 maintenance balance to \$0. Black Box is flexible and wants our customers to have full peace of mind.

Optional Set Coverage	Count	\$/set	Monthly Price	Optional Year 1 incl	Optional Year 2	Optional Year 3	Optional Year 4	Optional Year 5
Total IP Sets	698	\$ 0.50	\$ 349.00	\$ 4,188.00	\$ 4,188.00	\$ 4,188.00	\$ 4,188.00	\$ 4,188.00
Total Digital Sets**	284	\$ 0.50	\$ 142.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00	\$ 1,704.00
Totals				\$ 1,704.00	\$ 5,892.00	\$ 5,892.00	\$ 5,892.00	\$ 5,892.00

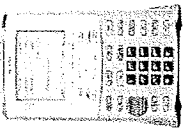
* Year 1 Maintenance Warranty is included as part of Avaya HW warranty on both the PBX and Sets Black Box is providing

**Year 1 digital sets can be covered if requested. Alternatively, black box can repair any digital set and provide 5 year warranty through our resale group as needed.

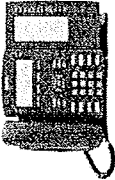
Black Box can provide maintenance pricing on Call Pilot and Contact Center if requested. PASS has been quoted for City Hall. If requested, PASS can be quoted for all other desired locations.

All other equipment for the City that is not provided by Black Box can also be covered under T&M or as part of the maintenance agreement.

BlackBox IP phone Pricing

Picture		Part Number	Description	Unit MSRP	Sell Price	Features
		NTDW64BA	IP 2050 New User License	\$ 50.00	\$ 27.11	N/A License
		NTEX11FA70E6	IP 2033 ROHS with Mics with Pwr	\$ 1,500.00	\$ 956.16	The IP Audio Conference Phone 2033 is a full duplex, handsfree conference phone which is ideally suited for conference rooms of small-to-medium size and managerial/executive offices. Offering 360 degree room coverage with support of Nortel IP telephony features, the IP Audio Conference Phone 2033 meets the IEEE 1329 standard for full duplex, supports two optional extension microphones and a backlit 3 x 24 monochrome bitmapped LCD with 246 x 68 pixel resolution.
		NTYS02BBE6	1110 - Eng keys no ps	\$ 270.00	\$ 172.00	The IP Phone 1110 is a single-line, standard-level desktop IP Phone, which encompasses the sleek, cutting-edge ergonomic design of the IP Phone 1100 Series. IP Phone 1110 integrates a pixel-based, fully-backlit, graphical display which delivers superior viewing experience, a four-way navigation cluster with enter key for enhanced navigation, an integrated IEEE 10/100 phone switch with LAN and PC ports to support switching of collocated PC traffic and a robust suite of business telephony features as delivered from Nortel Communication Servers.
		NTYS03BFE6	1120E - Eng keys no ps	\$ 410.00	\$ 261.00	The Nortel IP Phone 1120E delivers an innovative array of features including a high-resolution, pixel-based, fully-backlit, grayscale graphical display, support for data and web-based applications as presented from external application servers, four-way navigation cluster and USB peripheral support for a superior navigation experience along with the suite of features delivered from Nortel Communication Servers. Features: - Standard MP3 Playback - Up to four programmable line/feature keys, fourteen fixed key and four soft label keys - High-resolution, fully-backlit, graphical, monochrome grayscale, pixel-based (260x x 80) display - Desk or Wall Mountable - Graphite color with silver metallic bezel
		NTYS05BFE6	1140E - Eng keys no ps	\$ 630.00	\$ 402.00	The IP Phone 1140E is a multi-line professional-level desktop phone encompassing a sleek, cutting-edge ergonomic design. IP Phone 1140E delivers an innovative array of features including a high-resolution, pixel-based graphical display, support for data and web-based applications as presented from 3rd party servers, four-way navigation cluster and USB peripheral support for superior navigation experience, an integrated phone switch with Gigabit Ethernet LAN and PC ports, a local Tools Menu for simplified administration along with the suite of features delivered from Nortel Communication Servers.
		NTYS06BBE6	1150E - Eng keys no ps	\$ 660.00	\$ 420.00	The IP Phone 1150E supports up to twelve line/programmable feature keys* and features seven additional fixed keys dedicated for use by agents or supervisors. IP Phone 1150E leverages the IP Phone 1100 Series design and includes a high-resolution, backlit, grayscale pixel-based display, an integrated USB port for enhanced navigation and entry, integrated Bluetooth agent headset support and integrated Gigabit Ethernet to deliver superior performance and user experience.

110083-TB (Revised)
Telephone System for New City Hall
Attachment 2

	NTYS22AB70E6	1200 Series EM - 12 keys LCD	175.00	112.00	The Expansion Module for the IP Phone 1200 Series is an accessory to the IP Phone 1200 Series portfolio, which delivers investment protection and user flexibility through increased scalability and feature access. The 12-Key LCD (Liquid Crystal Display) KEM is self-labeling and is supported on the IP Phone 1220 and 1230. - Ergonomic - vertical design frees up space on desks - Easy to Install - comes with a flexible positioning stand and integrated wall mount for easier installation - Choice - Has programmable softkeys - No additional Power required - power is provided through PoE - Scalable - 12 key LCD KEM cascades up to 7 modules
---	--------------	------------------------------	--------	--------	---

BLACK BOX 3 YEARS PASS

Engineered Items: SUS0434372

Product		Service		Service Order		Count		# Year		Pricing	
Product Quantity	Part Number Description	Quantity	Code	Service Description	Count	Term	Location	Count	Term	Location	Pricing
Location 1: AUS1430490 - City Hall											
PBX Type for Hardware Support: CS 1000E											
Count Based Services - CS1000 and M1											
		1536	GE4303AQR	CS1000 - Partner Assurance Software Support - Tier 3 (1200-1999 users) Basic-3 Year (Annual Unit Price)- SLNAQR	3	1					\$ 19,464.19
Other Services											
1	NTL7005010 Session Manager HP Server DL360G7 SRVR 2CPU MID3	1	GF4300EH1	Aura Applications - S8800 Session Manager SRVR - Partner Assurance Technology Support - Base Next Bus Day Parts - SLNEH1	3	1					\$ 2,667.46
1	NTL7005010 System Manager Server HP DL360G7 SRVR 2CPU MID4	1	GF4300EH2	Aura Applications - S8800 System Manager SRVR - Partner Assurance Technology Support - Base Next Bus Day Parts - SLNEH2	3	1					\$ 2,667.46
Total - Location 1										\$ 24,799.10	
Total - Engineered Items											
Grand Total										\$ 24,799.10	

3. Work Plan

Response to Statement of Work

EXHIBIT A - STATEMENT OF WORK

A-1 PROJECT OVERVIEW AND SCOPE OF WORK

- (a) The City of Las Vegas ("City") currently has a Meridian Option 81C TDM PBX at the existing City Hall facility, located at 400 Stewart Ave, Las Vegas, NV 89101. The configuration is a mix of Carrier Remotes, Option 11Cs and Remote Gateway 9150s in their branches. The City also has some remote locations that also use Centrex based telephone services and BCM key systems for their voice services.

Black Box has read and understood.

- (b) Site details are located on Figure 1 ("VoIP Solution Diagram"), Figure 2 "IP Network Bandwidth for VoIP Solution Diagram" and Figure 3 "System Matrix Table".

Black Box has read and understood.

- (c) The proposed solution will facilitate a migration of the City's existing City Hall Option 81C to the latest Communication Server 1000E IP PBX. This conversion is being accomplished in conjunction with the relocation of City Hall to its new location at 495 South Main Street, Las Vegas, NV 89101. The proposed solution will require the CS1000E to extend to all the locations currently supported by Carrier Remotes, Option 11cs, Remote Gateway 9150s, Centrex and BCMs by leveraging the existing IP network infrastructure between these locations.

Black Box has read and understood.

- (d) The City will provide and ensure all required data network components, including POE and Cat 5 cable infrastructure, are in place to support this requested CS1000E IP deployment including those sites that will require new IP telephones.

Black Box has read and understood.

- (e) The New City Hall will be served by a new CS1000E VoIP solution, with analog port support as required. For the remaining locations, detailed in Figure 3, "System Matrix Table", the proposed solution must re-use existing digital and analog line cards, their associated RTU licenses as well as all the digital and analog telephonesets. In cases where existing resources have been depleted or can no longer be supported, VoIP solution will be installed. This applies specifically for the existing Remote Gateway 9150 as well as the offices with current Carrier Remote technology that are not relocating. Each of these media gateway remote locations must be configured for local survivability.

Black Box has read, understood will comply.

- (f) The core of this CS1000E solution will reside at the New City Hall location and at the existing West Yard location located at 2975 Ronemus Drive, Las Vegas, Nevada 89128. Each location will house one of the core call processing elements and each

of these elements will operate in hot-standby mode and be networked to each other by an Ethernet L2 network. This will facilitate communications between the processing elements to enable disk, memory & call state mirroring, as well as performing health check calculations. Note that the West Yard location currently has some Centrex based telephone service users with a Carrier Remote. There are currently 75 Centrex users. The Centrex and Carrier Remote West Yard users will be converted to the new IP Gateway. Only the Centrex telephone users are being replaced with new IP telephones on the new West Yard CS1000E Gateway. All other users will reuse existing digital sets.

Black Box has read, understood will comply.

- (e) The New City Hall site users, the 9150 users, and the West Yard Centrex site users will use new IP telephones as the example shows in the sample Avaya configurations provided at Figure 1 "VoIP Solution Diagram", Figure 2 "IP Network Bandwidth for VoIP Solution Diagram" and Figure 3 "System Matrix Table". All other sites, where existing Meridian digital sets are in place, will reuse existing telephone sets.

Black Box has read, understood will comply.

- (f) In the attached Figure 3 "System Matrix Table", the City has provided the system serial numbers of those sites where the existing Avaya software licenses can be migrated and upgraded to the new CS1000E. Some of these migrated licenses require a conversion from TDM to IP to accommodate the new IP phone services required at City Hall and other locations as required.

Black Box has read, understood will comply.

- (g) As noted in Figure 3 "System Matrix Table", as well as visually depicted in the attached voice network Visio diagrams, in Figures 1 "VoIP Solution Diagram" and Figure 2 "IP Network Bandwidth for VoIP Solution diagram", the City intends to only upgrade/migrate those remote sites as listed "sites to be upgraded" at this time. The remaining remote sites listed as, "sites to be connected with existing PRI's", will not be upgraded or migrated at this time. Sites to be connected with existing PRI's must be interconnected to the new CS1000E at the new City hall via Point-to-Point T-1 services as it is today to the existing Opt 81C at the current City hall.

Black Box has read, understood will comply.

- (h) The City recently opened a new site known as the City of Las Vegas Development Services Center (CLV-DSC), located at 333 North Rancho Drive, Las Vegas, Nevada 89106. This site is depicted in Figure 1 "VoIP Solution Diagram". The City relocated multiple offices into this new facility. The City reallocated a de-commissioned Opt 11 and multiple carrier remotes systems for the telephone system being used at that site. Some of those sites located at CLV-DSC are also listed in the "sites to be connected with existing PRI's" section of the Systems Matrix document, Figure 3 "System Matrix Table". This CLV-DSC site must be interconnected in its current status via a Point-to-Point T1 to the new CS1000E.

Black Box has read, understood will comply.

- (i) Locations named Old HR and Downtown SR Services Center facilities are included in the "sites to be connected with existing PRI's" section of the Systems Matrix document, Figure 3 "System Matrix Table". Each have a Carrier Remote connected

to the existing Opt 81C at the existing City hall. These locations will continue to be connected as they are today.

Black Box has read, understood will comply.

- (j) The Regional Justice Center and two BCM 50 sites are listed in the "sites to be connected with existing PRI's" section of the Systems Matrix document, Figure 3 "System Matrix Table". These sites will not be upgraded and will be interconnected to the new CS1000E at the New City Hall via a Point-to-Point T1.

Black Box has read, understood will comply.

- (k) The City plans to move staff to the new City hall in short phases over a period of 30 days and concluded by March 2012. For this reason, the existing Opt 81C at the existing City Hall must be interconnected temporarily to the new CS1000E at the New City Hall via Point-to-Point T-1s until all staff and locations have been relocated.

Black Box has read, understood will comply.

- (l) The City replaced its Meridian Mail system to a Call Pilot 5.0 voice mail system in early 2010. This Call Pilot system must be moved and re-installed on the new CS1000E at the new City hall. All users in the City's voice network currently use this system for voice messaging. This will continue when installed within the new CS1000E.

Black Box has read, understood will comply.

- (m) The City has a Symposium Call Center application in the Regional Justice Center and the existing City Hall. The Regional Justice Center configuration will remain as-is and will not be upgraded at this time. The installation at the existing City Hall will be migrated to the new CS1000E solution.

Black Box has read, understood will comply.

- (n) Any other existing Centrex users sites not listed are to be maintained as is with their respective Centrex trunking. These users and trunks currently are interconnected to the existing Opt 81C. These Centrex trunks must be relocated to the new CS1000E.

Black Box has read, understood will comply.

- (o) The City has been experiencing many design and configuration changes as the New City Hall development has progressed, the City fully expects to make more changes. After the City makes its selection for the work on this project, the City will determine final configuration changes prior to contract signing. The City will discuss final system feature and function selection at contract negotiations

Black Box has read, understood will comply.

A-2 WARRANTY AND MAINTENANCE

- (a) The Offeror shall warrant that the complete proposed system, including all equipment, parts, materials, and labor referenced herein and in any Agreement resulting from this RFP shall, under normal use and service, be free from defects and faulty workmanship for **ONE (1) YEAR** from the date of System Acceptance ("Warranty Period") and System Registration. State how they intend to provide coterminous warranty period support for all City sites and comply with the City's

critical need to have one coterminous maintenance contract with one contact/toll-free number for the City to access the Offerors service and support center.

Black Box has read, understood will comply. Black Box will provide a one year warranty from the date of System Acceptance. Black Box will provide coterminous warranty period support for all City sites. Black Box will provide one toll free number for the City to access Black Box's Customer Solution Center. This Customer Solution Center is available 24 hours per day, 7 days per week, every day of the year including all holidays.

- (b) Service problems can typically be segmented into one of three categories – emergency, major and minor.

(i) Required Emergency Coverage

1. An "Emergency" shall be deemed to exist when, in the reasonable opinion of designated City contact personnel, a system problem has a significant impact on the system's performance or the City's ability to provide critical telephone access. In some cases, this may be as dramatic as a CPU outage or T-1 interface card failure, or as seemingly insignificant as one phone (depending on whose phone has failed).

Black Box has read, understood will comply.

2. When a request for Emergency Service is received, Offeror agrees to cause qualified maintenance personnel, as required, to arrive at the affected facility within two (2) hours of said request, twenty-four (24) hours per day, seven (7) days per week.

Black Box has read, understood will comply.

3. If a declared Emergency condition is successfully corrected by Offeror within the 2-hour response period via remote dial-up diagnostic routines and no Offeror on-site presence is required to restore the System to proper performance levels, the 2-hour on-site response requirement shall be waived.

Black Box has read, understood will comply.

4. In the event of an Emergency, the Successful Offeror shall escalate within the successful Offeror's technical and management organizations as necessary to resolve the Emergency; and maintain continuous effort until the Emergency is corrected to the City's reasonable satisfaction. In the event that any Emergency is not corrected by the Successful Offeror within twenty-four (24) hours from receipt of notice with respect thereto, the successful Offeror shall replace that portion of the System causing such Emergency with new items of equipment or software (meeting the requirements hereof) within forty-eight (48) hours from receipt of the notice with respect to such Emergency.

Black Box has read, understood will comply.

(ii) Required Major Service Coverage

1. A major problem and associated request for Service is based on an outage, failure, or threat of such outage or failure, that has a major impact on the system and the City's business but does not require the same level of response as an Emergency Service Issue. Such conditions are still

considered important and require a timely response in no more than four (4) hours.

Black Box has read, understood will comply.

2. When a request for Major Service is received from the City, Offeror agrees to cause qualified maintenance personnel, as required, to arrive at the impacted City facility within four (4) hours of said request, nine hours per day, five days per week. If a declared major condition is successfully corrected by Offeror within the 4-hour response period via remote dial-up diagnostic routines and no Offeror on-site presence is required to restore the System to proper performance levels, the 4-hour on-site response requirement shall be waived.

Black Box has read, understood will comply.

(iii) Required Minor Service Coverage

1. A minor problem is an outage, failure, or recurring condition that is not yet major or an emergency but that must be addressed to prevent the problem from escalating to a higher level of severity – or to prevent it from languishing on a low priority list. Resolution to a minor problem will be initiated by a request for "Routine Service".

Black Box has read, understood will comply.

2. When a request for Routine Service is received from the City, Offeror agrees to cause qualified maintenance personnel, as required, to arrive at the affected Clark City facility within twenty-four (24) clock hours of said request, 8:00am to 5:00pm local time, Monday through Friday, excluding weekends and Offeror holidays. If a routine service condition is successfully corrected by Offeror within the required response period via remote dial-up diagnostic routines and no Offeror on-site presence is required to restore the System to proper performance levels, the 24-hour on-site response requirement shall be waived.

Black Box has read, understood will comply.

3. If a problem reported to the successful Offeror is determined by the successful Offeror to be a common or private carrier related problem, the successful Offeror shall: (i) immediately notify the appropriate carrier of the problem and obtain a committed response time; (ii) be responsible, as the City's agent, for all necessary coordination with carriers determined to be involved in the problem, including, if necessary, participation in on- and off-site System and circuit testing and meetings as may be required to resolve the problem in a timely manner; (iii) use its best efforts to ensure timely resolution of the problem, including, if necessary, escalation within the successful Offeror's and/or common or private carrier's technical and management organizations; and, (iv) be responsible for any charges assessed the City by carriers due to the successful Offeror's erroneous involvement of carrier personnel in a problem that is ultimately determined to be a System problem.

Black Box has read, understood will comply.

A-3 POST WARRANTY MAINTENANCE AND SUPPORT

- (a) The City understands that Offerors may offer different levels of post-warranty maintenance at different costs. Submissions MUST include pricing formulas for potentially viable options, including fixed-cost multi-year programs. The City is specifically interested in the post-Warranty maintenance options described below. Wherever possible, provide line item post-warranty service costs.

(i) Contractual maintenance providing 24 hours-a-day, 7 days-a-week emergency coverage on all included System components, with nine hour-a-day, five day coverage for major and minor problems.

Please refer to Appendix G for pricing

(ii) Contractual maintenance providing 9 hours-a-day, 5 days-a-week emergency, major, and minor coverage on all included System components.

Same price as 24/7 Black Box is a 24/7/365 organization and will provide you round the clock service / support for the same low price as 9-5 of other vendors.

(iii) Contractual Time & Materials (T&M) Maintenance:

1. Committed response time to emergency situations;

2 Hours

2. Committed response time to non-emergencies;

24-Hour response for routine maintenance

48-Hour response for MAC (moves, adds, changes) maintenance.

3. Labor cost per hour; and

\$110/ hour with 4 hour minimum (for all T&M includes travel)

4. Minimum cost per call? (Include and breakout any trip, order or other charges applicable):

\$110/hour with 2 hour minimum (for all T&M includes travel)

(iv) If the City elects to have another company provide post-warranty maintenance support, state how the Offeror will make this transition transparent to the City.

Black Box's proposal includes PASS pricing for all Avaya products. PASS is not transferable from partner to partner and as such, we recommend you award the maintenance to the same partner who implements the solution. This assures the smoothest transition between installation and day 1 support.

Black Box will work with the City to provide the BEST post warranty maintenance support needed. Our SLAs and resolution are second to none. We resolve 97% of all our Avaya tickets internally without the need to contact the manufacturer.

(v) Move, Add and Change (MAC) Labor Rates -Identify technician labor rates for the different times cited below. If there are labor rate differentials based on technician's skill sets, identify each.

Black Box has complied.

(vi) The labor rates shall stay in effect for the entire implementation period and for one-year after system acceptance and system registration.

1. Hourly Labor Rate Business Day (Monday thru Friday, 8am-5pm).

For the City of Las Vegas Special pricing MAC rates are \$85/hr

2. Hourly Labor Rate Business Day (before 8 am & after 5 pm).

$\$85 \times 1.5$ (overtime) = \$127.50/hr

3. Hourly Labor Rate Saturday.

$\$85 \times 1.5$ (overtime) = \$127.50/hr

4. Hourly Labor Rate Sunday.

$\$85 \times 1.5$ (overtime) = \$127.50/hr

5. Hourly Labor Rate Holiday.

$\$85 \times 1.5$ (overtime) = \$127.50/hr

6. Hourly Labor Rate Remote System Administration/Programming.

ALL remote MAC rates will be FREE

(b) General Information

(i) How often are maintenance agreements billed?

Black Box offers flexible agreement terms being billed annually, quarterly, or monthly.

(ii) In determining maintenance agreement costs, are unit quantities based upon assigned (active) ports and equipment or "equipped-for" quantities?

Active Ports in use only.

(iii) Describe in detail Offeror technicians' escalation procedure for unresolved problems.

Black Box Customer Service and Engineering are committed to resolving our customer's technical issues in a timely manner. Black Box believes in keeping the customer informed in Real Time. As PBX and voice mail systems gain additional features the ability to diagnose and repair faults in the system becomes increasing complex. The purpose of this document is to ensure that we as a company and as a support organization are focused on bringing technical escalations issues to full closure in the shortest time possible. Our Technical Escalation Guidelines are intended to provide as follows:

- Management awareness of issues that impact the business operations of our customers or the future deployment of Voice and Data products.

- Appropriate Black Box Management resources to understand the issues and how they are impacting our customer.

Black Box's Technical Support utilizes resources to obtain and evaluate the data necessary to reproduce and ultimately resolve our customer's problem. Engineering resources define, assess, and implement the necessary changes to resolve our customers' problem. Black Box will follow internal escalation per severity level as described in this guideline, however customers may wish to escalate any reported technical issues when:

- The problem is critical to your business operations
- Problem resolution time is too long.
- Normal procedures are not meeting your business goals
- You are not satisfied for any reason

24/7 Maintenance & Escalation Procedures:

These procedures will be implemented in order to minimize customer downtime and to provide an escalation process for the various personnel involved in re-establishing service to the City.

Escalation Procedures

When on-site technicians or system managers detect that there is an issue with the system(s), a call needs to be placed to our Services Department. Once trouble has been reported, our Service Manager will dispatch a Field Technician (engineers) and refer the situation to a remote Support Technician. The remote Support Technician will complete basic trouble shooting procedures remotely. If problem has not been remedied, Field Technician (engineers) will be on-site within two hours of initial notification of an emergency to continue trouble-shooting procedures.

If on-site engineers and Technical Support have no course for resolution three (3) hours after initial emergency notification, Black Box's Technical Support Center will then contact Avaya Emergency Technical Assistance Services (ETAS).

Procedures to correct the fault will be given to the on-site technician(s) during the initial three (3) hour period while the Technical Support Center or Service Managers are connected to the on-site technician(s) by telephone. Event of an extended process, the technician should implement the procedure and notify the respective departments of the outcome once complete. This will allow Black Box to close the ticket when the fault is corrected or offer additional assistance. This policy insures that if the fault needs to be escalated to Avaya's ETAS, documentation of events are available in detail.

During this same three (3) hour period Black Box's Service Managers will notify the respective customer contacts on the status and progress of repairs.

Service problems that extend into more than an eight (8) hour period will be documented and the following management personnel will be updated daily or will be made aware of the next procedure to correct the problem. After each procedure, the engineer will document the result and notify the management listed below of the outcome until resolution.

- Managers- Service & Project
- Manager - Technical Support Manager

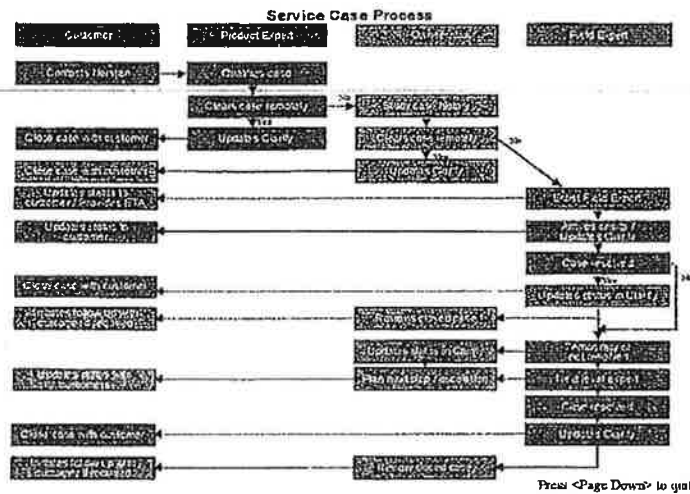
In order to adhere to the tasks and work request of the customer, Black Box will dedicate four engineers to the City account who will receive full engineering support from Black Box's Technical Support Center as well as Avaya's ETAS if service problems continue to escalate. Two (2) engineers (Primary and Secondary) will be assigned to the Hardware and Software Support/Maintenance of this agreement. Engineers are on call 24 / 7 and scheduled to insure that absences due to vacations and sick days are covered.

The primary engineer will be fully responsible for completing all and adhering too all-preventive maintenance tasks outlined in the scope of work. If Primary engineer is unable to adhere to time parameters set by the Customer, Service Manager will deploy a secondary engineer until maintenance work has been completed.

Emergency occurrences that emerge have top precedence over all other request for service or maintenance. Minor system problems or faults have secondary precedence and will follow the Non-Critical Response time. Request for Move/Add/Changes (MAC) and system maintenance requests will have normal or baseline response time based on available Field Technicians and Technical Support Center. If such troubles cause vendor to exceed customer time parameters set for the completion of work, outlined in scope of work, again a secondary technician will be deployed.

The below flow charts outline the Black Box escalation process. Upon award, Black Box will provide the District with a custom escalation procedure which will list names, titles, and phone numbers of the Black Box hierarchy of those responsible for service.

Black BoxService Process



BLACK BOX OPERATIONS ESCALATION PROCESS MAJOR/DOWN SYSTEM



(c) Remote Diagnostics & Maintenance

(i) It is assumed that the first action in response to an identified/reported service problem will be a remote dial-up interrogation of the systems (if possible). Describe all remote diagnostic and maintenance capabilities, operations and programs for purposes of system fault detection, error correction, and preventative maintenance for each of the proposed system elements.

Black Box complies. The first action of response will be a remote dial-up to determine if the problem can be cleared remotely.

Support Overview:

Black Box utilizes Clarify for all customer service interactions. Upon ticket creation, the ticket is immediately sent to the appropriate product queue. The Product Specialist performs remote diagnostics on the system and if possible, clears the trouble remotely and contacts the customer. In the event that the trouble cannot be cleared remotely, the Product Specialist will either escalate the ticket to a higher tier for further analysis or they will engage the appropriate service technician for on site dispatch.

Capabilities of our Clarify system include a notification system based on business rules that are customized to meet a particular need. This system provides numerous notification types to team members, management personnel, partners and/or customers. This notification can be in the form of an email message or can dial out to a pager or telephone number. Once this notification is received, a documented escalation process begins so that we can engage the right resources for supporting our customer's needs.

The after-hours support process is the same as during regular business hours. Our tools are set to follow the same business processes during regular hours and after-hours.

Remote Monitoring & Remote Diagnostics:

Black Box will provide an alarm dialer device for all Meridian and Succession Platform Solutions. This device will capture hardware and software abnormalities in the system. When the problem is detected, the dialer will capture this information and perform a dial out process to the Black Box Customer Support Center. Once the alarm is received by Black Box our "catcher" device identifies which customer site has reported the alarm and what type of issue is occurring. The catcher automatically creates a Clarify work order and dispatches the alarm to the appropriate product queue for resolution. This work order is processed in the same manner as all direct phone calls or Web cases.

The after-hours remote monitoring process is the same as during regular business hours. Our tools are set to follow the same business processes during regular hours and after-hours.

The Customer will need to provide Black Box with remote access capabilities to devices under coverage. At a minimum, the customer is required to provide a dedicated 1FB line which allows the monitoring systems to report alarms from the customer site. Ordering, testing and maintenance of this line is the responsibility of

the Customer. Remote diagnostics requirements may also include VPN or comparable high-speed connections.

Additional Information:

Bristol is a reporting tool that Black Box uses. This tool may also be used to capture initial configuration information on your systems and provide capabilities to run traffic analyses and capacity planning.

Customer will be responsible for all PC and LAN connections to complete the proposed solution.

Types of Repair/MAC cases we are able to commonly resolve remotely thru the CSC include:

Alarm-originated cases. Examples include: Issues that our SEB (site event buffer) or NetPath devices 'call home' about. Our alarm template includes PBX-centric alarm codes that we check for. These cover the most major types of PBX issues; from the most common which may signal loop and trunk issues-(XMI, DTA and DCH alarms)-to more complex and service affecting (such as power alarms, bug codes and system diagnostic errors).

MAC-Basic software changes & Inquires- Examples: User station name changes; station moves, user education on available phone and voicemail features and current system capability, voicemail setting changes, password changes and resets, keycode activation.

Repair-Basic call routing and call flow issues- Examples: Ring-thru, transferring/hunt group issues, dial by name; processing of replacement parts requests (phone repairs); voicemail and message waiting issues, various cross-platform integration issues; implement and change customer afterhours and holiday greetings/announcements. Consultation regarding recommended manufacturer software updates.

List or describe:

1. Location of remote test center:

Black Box has seven redundant remote test centers. They are located in Amherst, VA, Amityville, NY, Brecksville, OH, Houston, TX, Minnetonka, MN and Wethersfield, CT.

2. Hours of operation with technically competent staff:

Black Box is fully staffed with technically competent staff 24/7, every day of the year.

3. Is automatic remote system diagnostic polling performed?

No

4. If yes, indicate on which of the proposed System elements as well as the frequency of polling.

N/A

5. Elements of the proposed system(s) that can be remotely disabled and/or bypassed if a fault is found.

Please see response to question A-3 (c) above.

6. Elements of the system(s) that can be remotely corrected if a fault is found.

Please see response to question A-3 (c) above.

(d) On-Site Maintenance

1. In the event a service problem cannot be cleared remotely, an on-site technician response would be needed. Provide responses to the following questions:

1. Explain in detail the service territory (e.g., actual geographic "grid") covered by the particular technicians who will be responsible for providing maintenance to the City (for all proposed System elements).

The service territory covered by the proposed technicians responsible for providing maintenance to the City is limited to the greater Las Vegas area.

2. How many service technicians (fully trained and fully certified on the proposed system(s) are permanently assigned to the City's particular service grid and how many other systems (and ports) are they servicing?

Black Box has over 30 technical professionals in the area, servicing over \$30,000+ ports.

3. Do the field technicians (who will be responsible for maintaining the City's system) routinely carry, in their field vehicles, all system components that may be required by any type of failure to the proposed system?

Yes, the field technicians routinely carry crucial system components in their field vehicles.

4. If not, what components are not carried and from where would they be dispatched?

In the event that a component is needed that is not available from the technician's truck stock, that part will be sourced from Black Box's local warehouse.

(e) Support and Maintenance

(i) A proposal will be submitted for the support and maintenance of the proposed voice communications system as well as maintenance and support for the legacy Nortel systems currently in place at the City. The legacy system types and port counts are indicated below. The City Hall site is to be replaced with the proposed system.

Quick Facts:

- Multiple U.S.-based call centers receive 34,000+ calls a month
- Call Center remote resolution is over 70% without the need to dispatch.
- Services include full maintenance and network management capabilities as well as long- and short term staffing
- More than 97% of trouble calls are resolved without manufacturer assistance
- Millions of ports installed and serviced
- More than 70% of the Fortune 100 use Black Box as their voice services provider

- Black Box's centralized support resources and local field personnel average more than 14 years of experience
- Toll-free access to Black Box, along with web-enabled trouble ticket initiation and tracking make working with Black Box easy

Black Box is committed to providing expert services tailored to meet the individual requirements of each client, and to ensure the fastest possible response to any client-based issues that may arise. In furtherance of this goal, Black Box maintains a 24-Hour 7-day a week support desk. As a matter of reference, Black Box's support desk contains a comprehensive customer service tracking system, designed to monitor service call orders, manage the dispatch of technicians, and to update maintenance logs. The support desk will construct and maintain detailed, electronically accessible service records consistent with maintenance contracts and customer inventory. After entering any problem situation, Black Box can select items to be serviced from customer inventory, followed up by assigning and scheduling technicians.

The system preserves all historical account information, which includes an archive of maintenance and service contracts coupled with a record that details technician time usage. Once the items used for a particular service call order have been filled from inventory, an invoice can be printed and posted. Posting updates on the customer database prepares a detailed record for historical reporting.

The Support Desk will serve as a central contact point, which the customer may reach either by Telephone or by Email providing the staff with an efficient and direct link to Black Box. This facilitates contact and permits Black Box to respond immediately to questions, requests for changes, and reported problems. Obstacles inherent in systems utilizing multiple vendors and technologies are replaced by a single, Black Box-directed interface that delivers consistent user liaison as well as maintaining account activity tracking, and implementation of escalation procedures.

Service Benefits

Support Desk services increase the effectiveness of a telecommunications environment by:

- Providing an accessible and highly responsive source of telecom expertise
- Executing prompt and effective telephone system changes
- Ensuring rapid problem resolution and appropriate management escalation
- Tracking support desk activities and performance levels

Service Characteristics

The Support Desk fields all calls relating to the operation of customer's telephone equipment and voice network. All calls are logged and categorized as:

- An Inquiry
- A Move/Add/Change
- A Repair

The Support Desk then completes a service order form, providing detailed information regarding the nature of the request and any specific instructions or requirements. Each "open" item is diligently tracked until the service is completed, at which time the service ticket is closed.

- An Inquiry is considered closed only when the user has received a satisfactory reply.
- A Move/Add/Change is closed when it has been completed as scheduled or as otherwise agreed by the requester.
- A Repair is closed when the issue has been resolved in its entirety.

To facilitate efficient telecom operations, Support Desk staff will create and maintain comprehensive databases specific to customer's location, services, and equipment. For all service orders, Black Box policy mandates the completion of the following four tasks:

- An all-inclusive definition of the work required completing the request.
- A schedule relevant to the completion of the service request by a Black Box engineer or third party specialist.
- A thorough verification to ensure the high-quality, accurate, and prompt fulfillment of the service order.
- An accurate and timely update of client service records.

Monitoring Procedures

The remote alarm monitoring system utilizes a number of different alarm notification devices and modems (such as the SEB, Sentinel and Puelo). This monitoring system operates 24 hours a day, 7 days per week, 52 weeks of the year including weekends and holidays. The system can be programmed to respond to events and alarms, as the customer's needs dictate. The system can store the event in mass memory, or deliver text Messages in "real-time." Black Box can also customize the database to meet specific equipment requirements for each site:

- Equipment alarm monitoring
- LAN/WAN alarm monitoring
- Call alert detection
- System access security
- Environmental monitoring
- Custom script development

Emergency Response - Catastrophic or Major Loss

In regard to any urgent or corrective matters that may occur, Black Box offers a guarantee of maximum response time of two (2) hours. To ensure prompt response time is met, the customer is assigned a primary and secondary technician who maintains the customer's system. Moreover, Black Box vehicles contain all necessary system critical equipment, i.e., replacement cards, power devices, wiring, and diagnostic tools, which allow technicians to bring the customer's system(s) back on-line quickly. In the event Black Box must interrupt service for the purpose of performing emergency repairs on the PBX equipment or station equipment, the City designee will approve the time of interruption.

Ticket Handling

Should an emergency repair be reported, Black Box's Technical Support Manager is immediately notified. In addition, a Remote Dial-In Engineer will be assigned to handle the ticket immediately so as to determine the situation and to clear the problem. Technicians that are dispatched to the site will remain on the site until the problem is cleared. If the emergency repair is not cleared within 1 hour, a ticket with the appropriate manufacturer will be opened, making sure all appropriate parties are apprised of the situation.

All trouble tickets opened by Black Box's Help Desk (Dispatch) will include but will not be limited to the following:

- Trouble ticket number
- Date & time trouble reported
- Date and time trouble resolved
- Total time to resolve
- Name of person reporting trouble
- Call back number
- Site at which trouble was reported
- Component affected
- Reported description of trouble
- Actual description of trouble and
- Description of solution of trouble.

Non-Emergency Response (Minor Loss of Service)

With regard to Non Emergency Response requests, Black Box will generate a ticket to its Telemanagement System within one hour. The ticket will then be forwarded to the Remote Dial in Technician at which time the Remote Dial in Technician will determine whether or not the ticket can be cleared remotely. If it can be cleared remotely, the ticket will be completed within 8 hours, at which time the customer will be informed and the ticket closed out. In the event the Non Emergency request requires the Dispatch of a technician, the Remote Dial in Technician will designate the ticket for Dispatch. Black Box will then schedule either the Primary or Secondary technician to be dispatched within 4 hours to that site. Upon completion of the ticket the Black Box technician will close out the ticket with the Dispatch Center in addition to notifying the customer.

Black Box provides the following response Times for MAC Requests.

- 24 Hour Response for Remote MACs
- On-site work will commence within 48 Hours of MACs being requested by the Customer.

Preventative Maintenance

Black Box is a firm believer in preventative maintenance as a vital aspect to the maintenance contract. Based on our experience, Black Box is fully cognizant of the fact that performing preventative maintenance greatly reduces the frequency of emergency calls. To that end, onsite technicians make preventive maintenance part of their quarterly routine. Black Box will schedule quarterly site visits to all City of Las Vegas facilities. These visits will be arranged and scheduled with the City or each location covered under the maintenance contract.

The Preventative maintenance technician will perform all tasks and checks as specified by the equipment manufacturers, which include backups, database integrity tests, power, environmental, filter, and battery checks/tests for the PBX and all sub-systems.

Upon completion of the preventative maintenance check-up, the technician will update records for the site in both Black Box's database and on-site records. If any corrective action is required, Black Box's Onsite Representative will contact the City promptly, keeping you apprised of the situation. By detecting and eliminating problems early on, and correcting faults before becoming a serious problem, Black Box can provide a smoother PBX environment.

Operational Hours

As customer service is paramount to Black Box, we offer our customers superior upfront and ongoing support 24 hours a day, 365 days a year. We are confident that no other service provides the technical knowledge, commitment or technical assistance that Black Box offers.

Continuance of Work

To assure the continuance of work, a technician will remain on the site until a problem is resolved or has escalated. If replacement parts are necessary, the technician will remain on site until the parts are ordered. If the current technician needs to be relieved/rotated, she/he will stay until the replacement technician arrives. With this system in place, the secondary technician has first hand knowledge of both current problems and current solutions that are in progress.

On-Site Maintenance Records

Black Box will maintain an on-site log which contains postings of times and dates of actions and changes performed on the system(s) in addition to a description of the problem.

Software

In that Black Box is a Nortel Platinum Partner, Black Box is therefore authorized to extend to its customers any promotions for free software or hardware discounts that Avaya may be offering. As a Black Box customer, we can provide City of Las Vegas with the latest free Avaya patches, upgrades and promotions.

(ii) Bayface Layout will be provided upon email request to tboyce@lasvegasnevada.gov.

Black Box has read and understood.

(iii) A Port count can be found in Figure 4 "CLV Port Count".

Black Box has read and understood.

(iv) Log files on each of the PBXs will be provided upon email request to tboyce@lasvegasnevada.gov

Black Box has read and understood.

Project Plan Milestones

Please refer to Appendix B for the Project Milestones.

Integration with existing ACD/Voicemail Systems

Relocation of Contact Center to New City Hall

The Contact Center will need to be moved in a coordinated effort. All exiting agents on the Option 81C will be required to move to the New City Hall when the Contact Center is moved. Black Box will:

- Map a shared drive location to store database backups for data backup.
- Backup the NES 6.0 CCMS database to network share drive
- Relocate Contact Center to New City Hall.
- Program AML link and test connection on CS1000E
- Install one (1) client and (1) Supervisor on a Customer-provided workstation if available. Customer-will is responsible for installing additional workstations.
- Conduct post installation validation.

- Provide the Installation Checklist with completed pre-installation and post-installation checklist for each Contact Center component being relocated.

Contact Center Testing

Black Box will:

- Map a shared drive location to store database backups for data backup.
- Test integrated system in Customer's implementation environment.
- Correct in-scope defects and deficiencies; deploy revised scripts or updates.

Relocation of Call Pilot to New City Hall

Black Box will:

- Backup Call Pilot Database to 5.0
- Relocate Call Pilot to New City Hall
- Program Coordinated Dial Plan for existing users on Option 81C and new users on CS1000E

Call Pilot Testing

Black Box will:

- Test forwarding to Call Pilot for users at both locations
- Test Message Waiting Indication for users at both locations
- Execute the test plan as developed during the Planning and Design Stage
- Correct in-scope defects and deficiencies; deploy revised scripts or updates.

Phone Features Requirements

Refer to Appendix D – Phone Features Requirements. This is a Published document that provides the following:

- IP Telephony Client Deployments
- IP Telephony Clients
- Example Topologies
- Network Design Considerations
- Authentication Options

Black Box will outline all Telephones Feature Requirements in the Planning and Design Stage.

Installation and Burn In Schedules

Please refer to Appendix B.

Training Plan

Please refer to Appendix B.

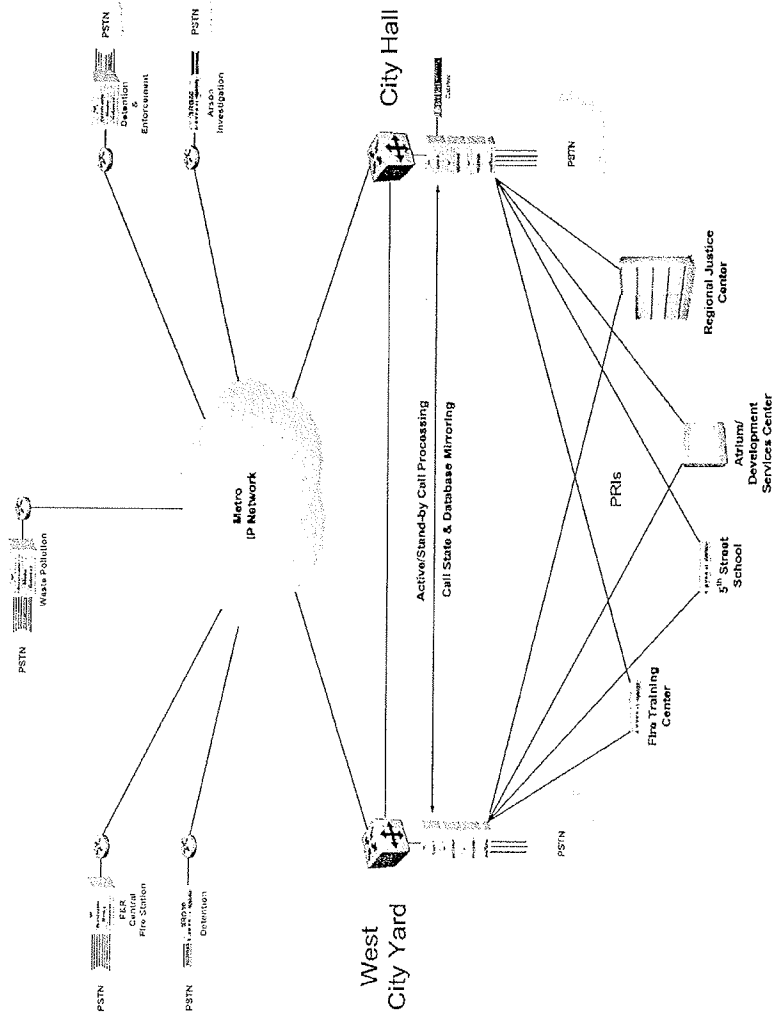
Figure 1



VoIP Solution for the City of Las Vegas

AVAYA

INTELLIGENT COMMUNICATIONS



VoIP Solution by Avaya

Systems Engineer: Marc Beauchamp

Last Modified: 3/24/11

AVAYA

FIGURE 2

IP Network Bandwidth for VoIP solution

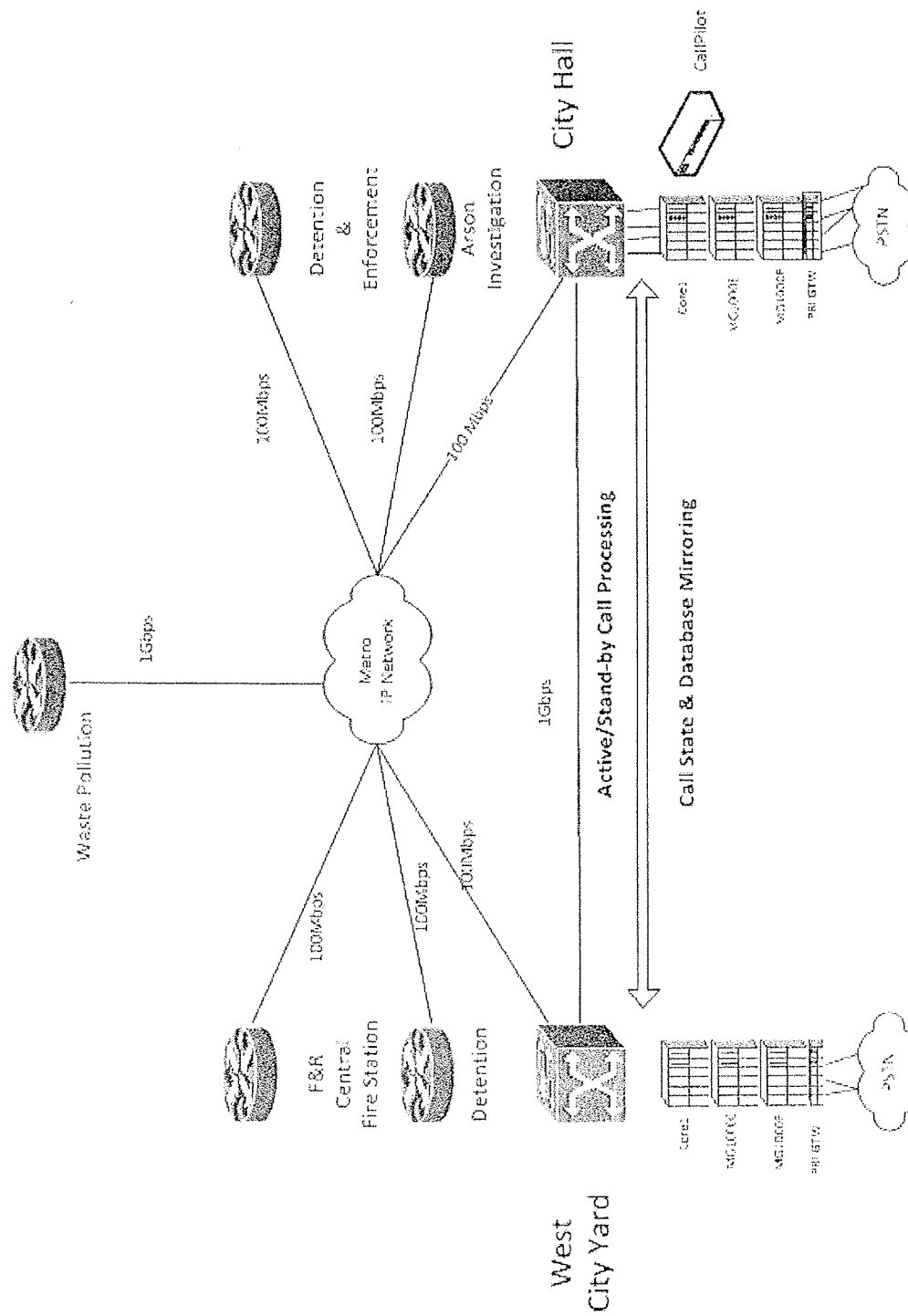


Figure 3

Site	Address	System Type	Serial Number	Upgraded to	Port Counts				Trunk Ports	Analog Ports	Digital Ports	VM Ports	IP Ports	Total Ports
Sites to be Upgraded														
Detention	417 N 7TH ST, LAS VEGAS, NV 89101	9150 Remote		Media Gateway	0	0	15	0	0	0	0	0	0	15
Fire Investigations Unit	633 N. Mojave, LAS VEGAS, NV 89101	9150 Remote		Media Gateway	0	0	32	0	0	0	0	0	0	32
F&R - Central Fire Station #01	500 N. CASINO CENTER, LAS VEGAS, NV 89101	Opt 11	10002408	Rel 25.4C Media Gateway	210	76	27	109	0	0	0	0	0	212
Waste Pollution Control Facility	6005 VEGAS VALLEY, LAS VEGAS, NV 89142	Opt 11	10002953	Rel 22.8 Media Gateway	151	24	64	52	0	0	0	0	0	140
Detention & Enforcement	3100 STEWART, LAS VEGAS, NV 89101	Opt 11	10002248	Rel 25.4C Media Gateway Redundant.	215	48	90	55	0	0	0	0	0	193
City Hall	400 E. STEWART AVE., LAS VEGAS, NV 89101	Opt 81C	Z00378	Survivable VoIP Presence Redundant.	2071	452	297	576	60	1	1	1386		
West City Yard	2975 RONEMUS DRIVE, LAS VEGAS, NV 89128	Carrier Remote		Survivable VoIP Presence	0	68	68	0	0	0	0	136		
Sites to be Connected with Existing PRI's														
Leisure Services (Now at CLVDSC)	333 S. Rancho Blvd, Las Vegas, NV	Carrier Remote			0	12	14	0	0	0	0	26		
Old HR	416 N. 7TH ST., LAS VEGAS, NV 89101	Carrier Remote			0	17	52	0	0	0	0	69		
Downtown SR Services Center	310 S. 9TH ST, LAS VEGAS, NV 89101	Carrier Remote			0	4	26	0	0	0	0	30		
City of Las Vegas Development Sen	333 S. Rancho Blvd, Las Vegas, NV	Carrier Remote			0	41	105	0	0	0	0	146		
Regional Justice Center	200 LEWIS AVE, RM 00404, SP. 3, LAS VEGAS, NV 89101	CS1000E (61c)			368	144	128	272	24	0	0	568		
17101 F&R - Fire Training Center	633 N. Mojave, LAS VEGAS, NV 89101	BCM50			50	12	0	24	0	0	0	36		
5th Street School	400 Las Vegas Blvd South, Las Vegas, NV	BCM50			50	24	0	30	0	0	0	54		
Total Port Types					780	748	1430	84	1	3043				

Figure 4

Site ID	Description	Address	System Type	Port Counts PROGRAMMED	Ports Trunks	Ports Analog	Ports Digital	Ports VM	Ports IP	PORTS TTL
34806	City Hall	400 Stewart, Las Vegas, NV 89101	Opt 81C	2071	452	297	576	60	1	1386
34805	Development Services Center	731 4 th St., Las Vegas, NV 89101	Carrier Remote		0	41	105	0	0	146
45665	West City Yard	2975 Ronemus Drive, Las Vegas, NV 89128	Carrier Remote		0	68	68	0	0	136
34802	Leisure Services	749 Veterans Memorial Las Vegas, NV 89101	Carrier Remote		0	12	14	0	0	26
34800	Old HR	416 N. 7 th Street Las Vegas, NV 89101	Carrier Remote		0	17	52	0	0	69
34799	Downtown SR Services Center	310 S. 9 th Street Las Vegas, NV 89101	Carrier Remote		0	4	26	0	0	30
45664	Detention	417 N. 7 th Street Las Vegas, NV 89101	9150 Remote		0	0	15	0	0	15
2053469	Fire Investigations Unit	633 N Mojave Las Vegas, NV 89101	9150 Remote		0	0	32	0	0	32
34803	Detention and Enforcement	3100 Stewart Las Vegas, NV 89101	OPT 11	215	48	90	55	0	0	193
34809	Waste Pollution Control Facility	6005 Vegas Valley Las Vegas, NV 89142	OPT 11	151	24	64	52	0	0	140
41549	Regional Justice Center	200 Lewis Ave, Rm 00404, SP 3 Las Vegas, NV 89101	CS1000E (61c)	368	144	128	272	24	0	568
34804	F&R – Central Fire Station 101	500 N. Casino Center Las Vegas, NV 89101	OPT 11	210	76	27	109	0	0	212
17101	F&R-Fire Training Center	533 N. Mojave Las Vegas, NV 89101	BCM50	50	12	0	24	0	0	36
2037506	5 th Street School	400 S. Las Vegas Blvd Las Vegas, NV	BCM50	50	24	0	30	0	0	54
Total Ports				3115	True-up Port Count					3043

City of Las Vegas – VoIP Solution

