



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		September 12, 2011		
Department:		Technology Services		
Department Head		David Stephens		
Agenda Coordinator (include phone #): Amy Powell X7342				
CAPTION				
To approve a contract for the purchase of a software upgrade to the City's Avaya Software in the amount of \$106,916 from Affiliated Communications, Inc., through a Department of Information Resources (DIR) Contract, and authorizing the City Manager to execute all necessary documents. (DIR-SDD-1499)				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	110,000	0	110,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-106,916	0	-106,916
BALANCE	0	3,084	0	3,084
FUND(S): TECHNOLOGY SERVICES FUND (66)				
COMMENTS: This item approves expenditures from the 2010-11 Telecommunications Operating budget for an upgrade of several telephone switches to VOIP.				
STRATEGIC PLAN GOAL: Upgrading and building a platform needed for improvements related to a unified communications infrastructure relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
Telecommunications is requesting Council approval to upgrade the City's current Avaya Software from Release 5.5 to 7.5 for five switches at City Hall, 911, Police, Service Center and Davis Library. The upgrade is also required to ensure manufacturer support of the voice platforms, as well as to have the ability to expand and have the ability to add additional licenses to the current platform. The upgrades will offer some enhanced features and move the City to the first version of software that blends both Avaya and Nortel platforms. The enhanced features of this upgrade are important, but the ability to maintain full support from Avaya is critical. This work will be performed by Affiliated Communications, Inc., through their Department of Information Resources (DIR) Contract for the amount of \$106,916. The City is authorized to purchase from the State of Texas Contract List pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (DIR-SDD-1499)				
List of Supporting Documents: Staff memo and contract			Other Departments, Boards, Commissions or Agencies	

Memorandum

Date: August 23, 2011
To: David Stephens, Technology Services Director
From: Edward Jenkins, Support Services Manager
Subject: Avaya Upgrades

Avaya is requiring voice platform upgrades. There are two primary reasons that these upgrades are required. First, is manufacturer support, without the upgrade only known platform issues will be supported which means there will be no additional patches or PEPS available for our current platform. Second is the ability to expand, no additional licenses can be added to the current platform. On another note the upgrades will offer some enhanced features and move us to the first version of software that blends both the Avaya and Nortel platforms.

Since this new release will open up interoperability between the two platforms some of the features that will directly improve are, enhanced call accounting reporting, simplified administration for end user changes and an integration path to Avaya Aura (Session Manager) which will allow implementation of Avaya IP phones in the future for new and existing locations. Most of our smaller sites currently have Norstar Key Systems that could be replaced with IP phones reducing the cost of ownership. This also puts us in the position to use SIP trunking which will be useful for making the 911 call center geographically redundant in the event the City Hall experiences closure due to outside threats. This would allow us to dynamically move the call center to another location temporarily.

Upgrades from release 5.5 to 7.5 for five switches, City Hall, 911, Police, Service Center and Davis Library are quoted at \$86,206 with the required call accounting being \$20,710. Total project cost for upgrades would be \$106,916 purchased through Affiliated Communications Department of Information Resources Contract (DIR-SDD-1499)

While the enhanced features of these upgrades are important the ability to maintain full support from Avaya is critical.

**CONTRACT BY AND BETWEEN
CITY OF PLANO AND AFFILIATED COMMUNICATIONS, INC.
FOR UPGRADES TO THE NORTEL/AVAYA PLATFORMS**

THIS CONTRACT is made and entered into by and between **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, whose address is 730 Avenue F, Suite 210, Plano, Texas 75074, hereinafter referred to as "Contractor," and the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Plano City Council and subsequent execution of this Contract by the Plano City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**I.
SCOPE OF SERVICES**

Contractor shall provide the software upgrades and licenses for the migration of the Nortel/Avaya platforms. These services shall be provided in accordance with this Contract and with the Department of Information Resources Contract No. DIR-SDD-1499, a copy of which is incorporated herein by reference in its entirety as if it were recited here verbatim and which is on file and available for inspection in the City of Plano Homeland Security Department. This Contract consists of:

- (a) This Contract;
- (b) The Department of Information Resources Contract No. DIR-SDD-1499 on file with the City of Plano Technology Services Department;
- (c) Affiliated Communications, Inc. Service Quote (Exhibit "A1" and "A2");
- (d) Insurance Requirements and Certificate of Insurance (Exhibit "B"); and
- (e) Affidavit of No Prohibited Interest (Exhibit "C").

In the event there is a conflict in interpretation or terms, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

**II.
PAYMENT**

Payments hereunder shall be made to Contractor following City's acceptance of the work and within thirty (30) days of receiving Contractor's invoice for the products and services delivered. Total compensation under this contract shall not exceed the sum of **ONE HUNDRED SIX THOUSAND NINE HUNDRED SIXTEEN AND NO/100 DOLLARS (\$106,916.00)** in accordance with the combine totals for work and services provided under Exhibit A1 and Exhibit A2, attached hereto and incorporated herein by reference.

Contractor recognizes that this Contract shall commence upon the effective date herein and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract

after the close of any given fiscal year of the City of Plano, which fiscal year ends on September 30th of each year, shall be subject to Plano City Council approval. In the event that the Plano City Council does not approve the appropriation of funds for this contract, the Contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.

**III.
TIME OF COMPLETION**

Contractor agrees and covenants that all work hereunder shall be complete within ninety (90) days following notice to proceed from City.

**IV.
DESCRIPTION OF SERVICES**

Contractor will provide the services described in the Contract Documents and Exhibits "A 1 and A2" attached hereto. At City's request, Contractor may also provide additional services under this Contract at Contractor's then-applicable rates for such services or goods under the Department of Information Resources Contract No. DIR-SDD-1499 or any additional contract addendums as executed by the Plano City Manager or his duly authorized designee.

**V.
CITY CONTACT**

If requested by Contractor, City will provide Contractor with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable City's personnel to maintain contact, as needed, with Contractor.

**VI.
PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC**

Contractor shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws.

**VII.
TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in the Contract Documents. Unless otherwise stated in this Contract, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.

**VIII.
COMPLIANCE WITH APPLICABLE LAWS**

Contractor shall at all times observe and comply with all directly applicable Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which affect the work. If Contractor observes that the work is at variance therewith, Contractor shall promptly notify City in writing.

**IX.
INDEMNIFICATION AND HOLD HARMLESS**

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENT) OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR 'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT THE CITY A REIMBURSEMENT FOR THE PRODUCT.

CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, THE CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND THE CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. THE CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.

THE INDEMNIFICATION HEREIN SURVIVES THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR PURSUANT TO PARAGRAPH 3 IN THE HEREIN INDEMNIFICATION SECTION.

X. VENUE

The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Contract. The parties agree that this Contract is performable in Collin County, Texas, and that exclusive venue shall lie in Collin County, Texas.

XI. ASSIGNMENT AND SUBLETTING

Contractor agrees to retain control and to give full attention to the fulfillment of this Contract and that this Contract shall not be assigned without the prior written consent of City, except for assignments to a Contractor affiliate. An assignment of this Contract with the consent of the City or to an affiliate of Contractor is conditioned on the assignee agreeing to be bound by the terms of this Contract. Contractor may subcontract any portion of its performance under this Contract. Contractor further agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Contract, shall not relieve Contractor from its full obligations to City as provided by this Contract. In the event any additional or different subcontractors are required or requested by City, or in the event City rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

XII. INDEPENDENT CONTRACTOR

Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and

consultants; that the doctrine of respondeat superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

**XIII.
INSURANCE AND CERTIFICATES OF INSURANCE**

Contractor shall procure and maintain for the duration of the Contract insurance coverage as set forth in Exhibit "B" including the City as a named insured.

**XIV.
FORCE MAJEURE**

Neither party is liable for delays or lack of performance resulting from any causes beyond the reasonable control of a party including acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of the party), fires, explosions or floods, strikes, slowdowns or work stoppages any of which event(s) directly impact the Company's operations in the City.

**XV.
AFFIDAVIT OF NO PROHIBITED INTEREST**

Contractor acknowledges and represents Contractor is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C".

**XVI.
TERMINATION FOR CAUSE**

If either party defaults in the performance of this Contract, the other party will give to the non-performing party a written and detailed notice of the default. If City is the defaulting party, it will have thirty (30) days to provide a written plan to cure the default that is acceptable to Contractor and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement a cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Contract effective upon giving a written notice of termination to the defaulting party.

Any termination of this Contract will not relieve either party of obligations previously incurred pursuant to this Contract, including payments which may be due and owing at the time of termination. All sums owed and not in dispute by City will become due and payable immediately upon termination of this Contract. Upon the effective date of termination, Contractor will have no further obligation to provide Services.

**XVII.
SEVERABILITY**

The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

**XVIII.
TERMINATION FOR CONVENIENCE**

City may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Contract, terminate further work under this Contract, in whole or in part by giving at least sixty (60) days prior written notice thereof to Contractor with the understanding that all services being terminated shall cease upon the expiration of the 60-day period.

If Contractor provides Services after the termination or expiration of this Contract, the terms and conditions in effect at the time of the termination or expiration will apply to those Services.

**XIX.
MAILING OF NOTICES**

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Contract shall be addressed to City at the following address:

City of Plano
Technology Services
P.O. Box 860358
Plano, Texas 75086-0358
Attn: David Stephens

City agrees that all notices or communications to Contractor permitted or required under this Contract shall be addressed to Contractor at the following address:

Affiliated Communications, Inc.
730 Avenue F, Suite 210
Plano, Texas 75074
Attn: Kirk Baldrige
Strategic Accounts Manager

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XX.
ENTIRE AGREEMENT**

This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.

City agrees to reference this Contract and the Department of Information Resources Contract No. DIR-SDD-1499 on any purchase order issued in furtherance of this Contract, however, an omission of the reference to this Contract shall not affect its applicability. In no event shall either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Contract; (ii) clearly indicate the intention of both parties to override and modify this Contract; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

**XXI.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**XXII.
SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**XXIII.
HEADINGS**

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below.

AFFILIATED COMMUNICATIONS, INC.

Date: _____

By: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

Date: _____

By: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM

Diane C. Wetherbee, CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2011 by _____, (*Authorized representative*) _____ (*Title*) of **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2011 by **BRUCE D. GLASSCOCK**, City Manager of the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, on behalf of said corporation.

Notary Public, State of Texas



August 23, 2011

DIR Contract # DIR-SDD-1499

Lisa Prunty
City of Plano
1520 Avenue K
Plano, TX 75074

Re: City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades

Dear Lisa:

The enclosed proposal is a direct result of our discussions concerning the telecommunication needs of the city. After a review of City of Plano's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

This proposal is a part of several proposals to migrate the Nortel/Avaya platforms to the most current release of software. These migrations will enable the city to realize the latest features and solutions available in the telecommunications industry. These separate proposals include the following:

1. Call Centers for 911 and City Hall (attached)
2. EOC CS1000 7.5 Upgrade
3. **City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades**
4. New Servers for the Contact Centers for City Hall and 911
5. VeraSmart Call Accounting (replaces Nortel Telephony Manager)
6. Police Option 61C Chassis replacement (Optional)
7. Non-DIR equipment for new PD chassis (Optional)

Lisa, please review this proposal and call me with any questions.

Regards,

Kirk Baldrige
Strategic Accounts Manager

Overview:

This proposal will upgrade the existing CS1000s at the City Hall, 911, Police, Service Center, and Davis Library from R5.5 to R7.5.

Pricing Summary:

Hardware/Software		
City Hall 7.5 Upgrade		\$18,192.99
Plano Centre 7.5 Upgrade		\$196.88
911 7.5 Upgrade		\$3,755.26
Police 7.5 Upgrade		\$7,524.60
Davis 7.5 Upgrade		\$7,524.60
Service Ctr 7.5 Upgrade		\$16,979.10
Haggard 7.5 Upgrade		\$196.88
Muehlenbeck 7.5 Upgrade		\$196.88
TOTAL EQUIPMENT		\$54,567.19
Installation Services		
Upg City Hall/Plano Ctr (148 hours @ \$75/hr)		\$11,100.00
Upg 911 (52 hours @ \$75/hr)		\$3,900.00
Upg Police (55 hours @ \$75/hr)		\$4,125.00
Upg Davis Library (55 hours @ \$75/hr)		\$4,125.00
Upg Service Center (44 hours @ \$75/hr)		\$3,300.00
Upg Haggard (14 hours @ \$75/hr)		\$1,050.00
Upg Muehlenbeck (14 hours @ \$75/hr)		\$1,050.00
TOTAL INSTALLATION SERVICES		\$28,650.00
Support Services		
ProRate-New Equip		\$2,988.76
TOTAL SUPPORT SERVICES		\$2,988.76
Promotions/Discounts		
Total Price		\$86,205.95

Assumptions:

1. All cabling will be labeled and tested. Affiliated can offer cabling installation services for an additional fee.
2. All pricing is good through September 28, 2011.

Engineered Parts List:

Type/Location	Qty	Part Number	Description	DIR	MSRP	%	Unit Price	Ext Price
City Hall 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
City Hall 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
City Hall 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63

City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1776	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTL216899	System Manager R6	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTL700501093 (700501093)	System Manager Server HP	Y	\$11,400.00	43.75%	\$6,412.50	\$6,412.50
City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTL700501092 (700501092)	SM HP Server DL360G7	Y	\$11,400.00	43.75%	\$6,412.50	\$6,412.50
City Hall 7.5 Upgrade	355	NTL264231	SM R6.X SIP CON LIC ENTITLE	Y	\$0.00	43.75%	\$0.00	\$0.00
City Hall 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
City Hall 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
City Hall 7.5 Upgrade	1	NTL700500958 (700500958)	SESSION MANAGER R6.1 DVD	Y	\$50.00	43.75%	\$28.13	\$28.13
City Hall 7.5 Upgrade	1	NTL700501478 (700501478)	SM R6.1 REDHAT KSTART NEW DVD	Y	\$50.00	43.75%	\$28.13	\$28.13
Plano Centre 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Plano Centre 7.5 Upgrade	16	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Plano Centre 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Plano Centre 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	2	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$393.76
911 7.5 Upgrade	1	NTDW64AAE5	MGC DSP Daughterboard 96	Y	\$4,400.00	43.75%	\$2,475.00	\$2,475.00
911 7.5 Upgrade	2	NTM427CDE6	CPPM SS Linux Upg-R7.5 CFC	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	1	NTM447AD	CF SW Inst KitCPPM R7.5-NoDong	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	100	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
911 7.5 Upgrade	2	NTDW05AAE5	CPPM SS Hard Drive - BLANK-R5	Y	\$788.00	43.75%	\$443.25	\$886.50
Police 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Police 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Police 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Police 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94

Police 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Police 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Police 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Police 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Police 7.5 Upgrade	536	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Davis 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Davis 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Davis 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Davis 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
Davis 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Davis 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Davis 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Davis 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Davis 7.5 Upgrade	344	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Service Ctr 7.5 Upgrade	1	700501181	CS1K SigSrv HP DL360G7	Y	\$7,500.00	43.75%	\$4,218.75	\$4,218.75
Service Ctr 7.5 Upgrade	1	NT5D12AHE5	Dual DTI/PRI T1 Card	Y	\$16,808.00	43.75%	\$9,454.50	\$9,454.50
Service Ctr 7.5 Upgrade	2	NTCG03ACE6	Cable 4' CC-CDTI2/DDP/DDP2	Y	\$92.00	43.75%	\$51.75	\$103.50
Service Ctr 7.5 Upgrade	2	NTCG03ADE6	Cable 7' CC-CDTI2/DDP/DDP2	Y	\$98.00	43.75%	\$55.13	\$110.26
Service Ctr 7.5 Upgrade	1	NTHU65DB	CS 1000 Apps on COTSServerR7.5	Y	\$1,575.00	43.75%	\$885.94	\$885.94
Service Ctr 7.5 Upgrade	2	NTRB53AAE5	Clock Controller PC Pack	Y	\$1,890.00	43.75%	\$1,063.13	\$2,126.26
Service Ctr 7.5 Upgrade	1	NTRX26NPE6	DB9F TO DB9F SERIAL CABLE NULL	Y	\$58.00	43.75%	\$32.63	\$32.63
Service Ctr 7.5 Upgrade	2	NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	Y	\$42.00	43.75%	\$23.63	\$47.26
Service Ctr 7.5 Upgrade	1	NTM444CE	CF SW Inst Kit CPPIV R7.5-NoDo	Y	\$0.00	43.75%	\$0.00	\$0.00
Service Ctr 7.5 Upgrade	560	SVOM0074	SRS - SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Haggard 7.5 Upgrade	1	NTM427CDE6	CPM SS Linux Upg-R7.5 CFC	Y	\$0.00	43.75%	\$0.00	\$0.00

Haggard 7.5 Upgrade	8	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Haggard 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	N0198586	1GB 333DR Mem Upg Mod	Y	\$350.00	43.75%	\$196.88	\$196.88
Muehlenbeck 7.5 Upgrade	8	SVOM0075	SRS-MG1000B-SW Upg L/L to R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	NTE955AK	SW Upg MG 1000B CPPM to 7.x	Y	\$0.00	43.75%	\$0.00	\$0.00
Muehlenbeck 7.5 Upgrade	1	NTM442GC	CF SW Kit to CPPM Co-Res R7.5	Y	\$0.00	43.75%	\$0.00	\$0.00



August 23, 2011

DIR Contract # DIR-SDD-1499

Lisa Prunty
City of Plano
1520 Avenue K
Plano, TX 75074

Re: VeraSmart Call Accounting (replaces Nortel Telephony Manager)

Dear Lisa:

The enclosed proposal is a direct result of our discussions concerning the telecommunication needs of the city. After a review of City of Plano's operations, systems, and strategic objectives and at your request, we are submitting this proposal for your review and consideration.

This proposal is a part of several proposals to migrate the Nortel/Avaya platforms to the most current release of software. These migrations will enable the city to realize the latest features and solutions available in the telecommunications industry. These separate proposals include the following:

1. Call Centers for 911 and City Hall (attached)
2. EOC CS1000 7.5 Upgrade
3. City Hall, 911, Police, Service Center, and Davis Library CS1000 7.5 Upgrades
4. New Servers for the Contact Centers for City Hall and 911
- 5. VeraSmart Call Accounting (replaces Nortel Telephony Manager)**
6. Police Option 61C Chassis replacement (Optional)
7. Non-DIR equipment for new PD chassis (Optional)

Lisa, please review this proposal and call me with any questions.

Regards,

Kirk Baldrige
Strategic Accounts Manager

Overview:

This proposal is for VeraSmart Call Accounting. The Nortel Telephony Manager is not compatible with CS1000 R7.5. Telephony Manager will be replaced with two components. The Administration will be replaced with Element Manger which is a part of the new software release of 7.5 The other component of call accounting will be replaced by VeraSmart.

Pricing Summary:

Pricing Summary		Sale Price
<u>Hardware/Software</u>		
VeraSmart Licenses		\$14,600.00
VeraSmart Training		\$4,775.00
TOTAL EQUIPMENT		\$19,375.00
<u>Installation Services</u>		
Setup/Installation		\$734.79
TOTAL INSTALLATION SERVICES		\$734.79
<u>Training Services</u>		
Element Manager Training (8 hours @ \$75/hr)		\$600.00
TOTAL TRAINING SERVICES		\$600.00
Total Price		\$20,709.79

Assumptions:

1. A PC/Server must be dedicated for the VeraSmart application just like TM. The required specifications for this PC are attached.
2. All cabling will be labeled and tested. Affiliated can offer cabling installation services for an additional fee.
3. All pricing is good through September 28, 2011.

Engineered Parts List:

Type/Location	Qty	Part Number	Description	DIR	Unit Price	Ext Price
VeraSmart Licenses	1	700423403	eCAS SFTW 5-SITE W/RSP 5,000 LIC	N	\$10,878.00	\$10,878.00
VeraSmart Licenses	2	700423437	eCAS SFTW MULTI-SITE 5-SITE LIC (Up to 25 sites total)	N	\$1,861.00	\$3,722.00
VeraSmart Training	1	700342165	Initialization & Training Svs 1day on site-Zone 2 (w/in 100	N	\$1,275.00	\$1,275.00
VeraSmart Training	1	700208929	eCAS Phone or Web Based Training-Avaya Branded	N	\$500.00	\$500.00
VeraSmart Training	12	407349307	Avaya Incremental Servis 1202-E50	N	\$250.00	\$3,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/25/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER SIG Insurance Professionals 14860 Montfort Drive Suite 150 Dallas TX 75254		CONTACT NAME: Brooke Berryhill PHONE (A/C, No, Ext): (972) 490-8800 FAX (A/C, No): (972) 490-2255 E-MAIL ADDRESS: bberryhill@trustsig.com PRODUCER CUSTOMER ID #: 00020620	
INSURED Affiliated Telephone Inc, 730 Avenue F Suite 210 Plano TX 75074		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Ins Co INSURER B: Sentinel Insurance Company INSURER C: Hartford Casualty Insurance INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 11-12 Standard REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			46UUNHH6540	8/8/2011	8/8/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY			46UUNHH6540	8/8/2011	8/8/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PIP-Basic \$ 5,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						Underinsured motorist \$ 1,000,000
	<input checked="" type="checkbox"/> Hired Car Physical damage						EACH OCCURRENCE \$ 5,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			46RHUHH6927	8/8/2011	8/8/2012	AGGREGATE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						
	<input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			46WEZQ7444	8/8/2011	8/8/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is granted as additional insured on the general liability and auto liability policies with the umbrella to follow form as required by written contract. Waiver of subrogation is granted in favor of the certificate holder on the workers compensation, general liability and auto liability policies where required by written contract.

CERTIFICATE HOLDER		CANCELLATION	
City of Plano Attn: Lisa Prunity/Purchasing Dept 1520 Ave K Suite 370 Plano, TX 75074		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
EXHIBIT <u>B</u> PAGE <u>1</u> OF <u>2</u>		AUTHORIZED REPRESENTATIVE Mike Sterlacci/BBERRY	

Additional Named Insureds

Other Named Insureds

Affiliated Communications, Inc.	Insured Multiple Names
Affiliated Com-Net Inc	Doing Business As
Affiliated Telephone-Austin, Inc.	Insured Multiple Names
Affiliated Telephone-Houston, Inc.	Insured Multiple Names
North American Connections, Inc.	Insured Multiple Names

EXHIBIT B
PAGE 2 OF 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of **AFFILIATED COMMUNICATIONS, INC.**, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **AFFILIATED COMMUNICATIONS, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

AFFILIATED COMMUNICATIONS, INC.

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of Texas