



**BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
111 E. LOCUST STREET, BLDG. A-29, SUITE 100  
ANGLETON, TEXAS 77515**

**TEL: 979-864-1825 FAX: 979-864-1034**

**BRAZORIA COUNTY SOLICITATION DOWNLOAD ACKNOWLEDGMENT**

\*Failure to return this form may result in disqualification

Charles Crook, CPPB  
County Purchasing Director  
Brazoria County Purchasing  
Courthouse West Annex  
451 N. Velasco Street, Suite 100  
Angleton, TX 77515

Solicitation Number: RFP#09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,  
EPN, GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 979-864-1034 OR 281-756-1034**

Vendor Responsibilities:

Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Brazoria County website no later than five (5) days prior to bid / proposal opening)  
Vendors will submit responses in accordance with requirements stated on cover of document.  
Vendors may not submit responses via email or fax

\_\_\_\_\_  
Legal Name of Contracting Company

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Complete Mailing Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# BRAZORIA COUNTY REQUEST FOR PROPOSAL COVER SHEET

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying specifications and statement of work are for your convenience in submitting an offer for the enclosed referenced products and/or services for BRAZORIA COUNTY.

**Sealed offers shall be received no later than:**

**MONDAY, JULY 27, 2009 @ 10:00 A.M., LOCAL TIME**

**PLEASE MARK ENVELOPE: "REQUEST FOR PROPOSAL FOR RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM"**

**Offerer shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.**

RETURN OFFER TO:

**MAILING ADDRESS:**

CHARLES CROOK, CPPB  
COUNTY PURCHASING DIRECTOR  
BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
111 E. LOCUST, BLDG A-29, SUITE 100  
ANGLETON, TEXAS 77515

**PHYSICAL ADDRESS:**

CHARLES CROOK, CPPB  
COUNTY PURCHASING DIRECTOR  
BRAZORIA COUNTY PURCHASING  
COURTHOUSE WEST ANNEX  
451 N.VELASCO STREET, SUITE 100  
ANGLETON, TEXAS 77515

BRAZORIA COUNTY appreciates your time and effort in preparing this offer. Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

BRAZORIA COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this RFP which may have influenced your decision to "No Offer". If your response to this RFP is a "No Offer" response, please complete the Statement of No Offer in this RFP package and submit.

Any prospective bidder/offerer desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Charles Crook, County Purchasing Agent, at the address stated above or faxed to (979) 864-1034. Any information given to a prospective bidder/offerer concerning this solicitation will be furnished promptly to all other known prospective bidders/offerers as a written amendment/addendum to the solicitation. Brazoria County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

**It is the Bidder/Offerer's responsibility to verify the issuance of Addenda in regard to this Bid/Offer.** All Addenda shall be submitted to all known bidders/offerers and shall be posted on the Brazoria County Purchasing Website identified above. Brazoria County shall not be responsible for failed internet connections or power interruptions.



Charles Crook, CPPB  
County Purchasing Director  
Brazoria County Courthouse  
Purchasing Department  
111 E. Locust Street, Bldg. A-29, Suite #100  
Angleton, Texas 77515

**BRAZORIA COUNTY  
BIDDER/OFFERER CERTIFICATION**

**RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX  
SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM**

\_\_\_\_\_  
LEGAL NAME OF CONTRACTING COMPANY

\_\_\_\_\_  
FEDERAL I.D. # (Company or Corporation)

\_\_\_\_\_  
SOCIAL SECURITY # (Individual)

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FACSIMILE NUMBER

\_\_\_\_\_  
CONTACT PERSON

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPLETE MAILING ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
COMPLETE STREET ADDRESS

\_\_\_\_\_  
CITY & STATE

\_\_\_\_\_  
ZIP CODE

\_\_\_\_\_  
EMAIL ADDRESS

**CERTIFICATION**

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Brazoria County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Typewritten or Printed Name

\_\_\_\_\_  
Title

Published Dates:  
Thursday, July 2, 2009  
Thursday, July 9, 2009  
Thursday, July 16, 2009

# BRAZORIA COUNTY CONTRACT SHEET

## THE STATE OF TEXAS COUNTY OF BRAZORIA

This memorandum of agreement made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between Brazoria County in the State of Texas (hereinafter designated County), acting herein by County Judge King, by virtue of an order of Brazoria County Commissioners' Court, and \_\_\_\_\_ (hereinafter designated Contractor).

(company name)

### WITNESSETH:

The Contractor and the County agree that the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions for **RFP # 09-46 Maintenance Support for Avaya Telephone PBX Switches, EPN, Gateway/Gatekeepers and the Intuity Audix System** are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and Contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted offer.

It is further agreed that this Contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Angleton, Texas this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

By: \_\_\_\_\_  
County Judge Signature

By: \_\_\_\_\_  
Printed Name

By: \_\_\_\_\_  
Signature of Contractor

By: \_\_\_\_\_  
Printed Name and Title

# REQUEST FOR PROPOSAL PACKAGE CHECKLIST

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

Items checked below represent components, which comprise this bid/offer package. If the item **IS NOT** checked, it is **NOT APPLICABLE** to this bid/offer. Bidders are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Brazoria County Purchasing Department immediately.

It is the bidder's responsibility to be thoroughly familiar with all requirements and specifications. Be sure you understand the following before you return your bid/offer packet.

- 1. **Solicitation Acknowledgement Form**
- 2. **Cover Sheet**
- 3. **Bidder/Offerer Certification**  
Company name, identifying information and signature (**IN INK**).
- 4. **Contract Sheet**
- 5. **Package Checklist**
- 6. **Standard Terms & Conditions**
- 7. **Special Requirements**  
Offerer should be familiar with all of the Special Requirements.
- 8. **Bidder/Offerer's Affirmation and SDNs/Blocked Persons Affirmation**  
Company name, identifying information and signature (**IN INK**).
- 9. **Attachments:** The documents marked below are hereby attached and made a part of this package.
  - a. **Specifications / Statement of Work**  
Detailed description of the product/service sought by the County.
  - b. **Bid / Offer Sheet**  
This form is used to solicit exact pricing of goods/services and delivery costs.
  - c. **Equipment, Hardware and/or Software Requirements**
  - d. **Insurance Requirements**  
Offerer should be familiar with all applicable Insurance Requirements
  - \_\_\_\_\_ e. **Travel Policy**  
Offerer should be familiar with the Brazoria County Travel Policy
  - f. **Offerer Data Sheet**  
Offerer information and W-9 Form must be completed and returned with offer.
  - \_\_\_\_\_ g. **Bid Bond Requirements**
  - \_\_\_\_\_ h. **Performance Bond Requirements**
  - \_\_\_\_\_ i. **Payment Bond Requirements**
  - j. **Non-Disclosure Agreement**  
Offerer must sign the Non-Disclosure Agreement.
  - \_\_\_\_\_ k. **Building Contract**  
Offerer must sign the Building Contract.
  - \_\_\_\_\_ l. **Local Opportunity Plan**
  - \_\_\_\_\_ m. **Federal Labor Standards Provisions**
  - \_\_\_\_\_ n. **Federal Wage Rate**
  - \_\_\_\_\_ o. **Life Cycle Cost Terms & Conditions for Guaranteed Maintenance & Guaranteed Repurchase**
  - \_\_\_\_\_ p. **Building/Construction Workers' Compensation Requirements**

# BRAZORIA COUNTY SPECIFICATIONS / SCOPE OF WORK

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES, EPN, GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

The following requirements and specifications shall be in addition to the General and Special Requirements contained herein and shall supersede the General and Special Requirements where applicable.

**PLEASE READ THE SPECIFICATIONS CAREFULLY.**

### 1.0 GENERAL

1.1 Brazoria County is requesting proposals from telecommunication firms who can adequately demonstrate they have the resources, experience and qualifications to provide the equipment and perform the services that are required for maintenance support of Avaya PBX switches and PBX consoles.

1.2

<b>Brazoria County Equipment &amp; Software to be covered by this agreement:</b>	<b>QTY</b>	<b>Required Maintenance</b>
Definity G3si PBX Switch	4	three years
CM3 S8300 with G700	1	three years
EPN	1	three years
MultiVoIP – 8-port Gateway/Gatekeeper	2	three years
Intuity Audix System	1	three years
All adjunct equipment (excluding telephone sets)	1	three years

1.5 Each offerer may request information about the switches and voice mail system to check the configuration if they are an authorized business partner of Avaya. Each offerer must sign a non-disclosure agreement before receiving information about the equipment. Each offerer must itemize the port count for each of the switches, the EPN, the Intuity Audix system, each of the 8 port VoIP Gateway/Gatekeeper gateways (MultiVoIP),

1.6 Brazoria County is requesting proposals for maintenance for one or both options:

**Option 1:**

- a) The maintenance can be provided by the vendor if the vendor has documented experience in maintaining all equipment and software detailed in 1.2.
- b) The offerer must be an approved Avaya business partner and have the ability to resell Avaya equipment.
- c) Documentation that technicians are Avaya certified on Avaya equipment.
- d) References of existing customers for whom vendor provided maintenance is provided.
- e) Avaya maintenance must be included in the proposal.

**Option 2:**

- a) The maintenance can be Avaya maintenance with Avaya certified technicians with the highest level of Avaya support necessary to maintain maintaining all equipment and software detailed in 1.2.
- b) The offerer must be an approved Avaya business partner and have the ability to resell Avaya maintenance.

Initials \_\_\_\_\_

1.7 No portion of this contract shall be subcontracted.

## 2.0 SPECIFICATIONS:

- 2.1 Offerer shall quote maintenance support for four (4) G3Ssi switches, one (1) S8300 with G700, one (1) EPN, Intuity Audix, two (2) 8 port VoIP Gateway/Gatekeeper and any and all adjuncts such as external CSUs, UPS' and shall include, but not necessarily limited to, 9x5 four (4) hour response, 9x5 next day response, and 7x24 response for the adjuncts. PBX consoles need to be included. Telephone sets shall not be included in this response.
- 2.2 Offerer shall quote the following maintenance options separately and explain the support for each in detail:
- 2.2.1 Processor Only, Pricing Itemized by Site maintained by vendor
  - 2.2.2 Processor Only, Pricing Itemized by Site maintained by Avaya
  - 2.2.3 Full Coverage, Pricing Itemized by Site maintained by vendor
  - 2.2.4 Full Coverage, Pricing Itemized by Site maintained by Avaya
- 2.3 Brazoria County reserves the right to choose which option best suits their needs. Further, Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Such addendum may be subject to the review and approval of Commissioner's Court and shall be effective only if evidenced in writing by both parties.
- 2.4 Offerer shall quote the escalation procedures and phone numbers, email addresses, pager numbers, and cell phone numbers of managers for escalation.
- 2.5 Offerer shall include time and material costs and explain when there will be time and material charges in as much detail as possible. Offerer may attach an additional sheet for this explanation, if needed.
- 2.6 Offerer shall include all costs for telephone support, as well as the circumstances in which Brazoria County would be charged for telephone support with Avaya or vendor providing maintenance.
- 2.7 Offerer shall include the costs of the Maintenance Service Permissions and shall explain what is included in said service.
- 2.8 Offerer shall include all remote testing and troubleshooting provided by Avaya or explain what remote testing is available and is included if maintenance is provided by vendor.
- 2.9 Offerer may be requested to provide references as described within the Standard Terms and conditions of this request.

## 3.0 PERIOD OF CONTRACT

Brazoria County shall make an award to the lowest and best offer meeting specifications. **Contract term shall begin on October 1, 2009 and shall continue for twelve (12) months.** Further, Brazoria County reserves the right to renew the Contract every twelve (12) months for two (2) renewal periods. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing.

Renewal shall be subject to approval by Brazoria County Commissioners Court each period. Once renewal option is exhausted, the Contract must be rebid.

Brazoria County retains the option to rebid at any time if in its best interest and is not automatically bound to renewal or rebid.

Initials \_\_\_\_\_

**4.0 REFERENCES**

Bidder must furnish with bid, a list of three (3) references from customers with a similar or larger operation as Brazoria County. References must include company name, contact person and telephone number.

4.1	_____	_____	_____
	Contact Name	Company Name	Telephone
4.2	_____	_____	_____
	Contact Name	Company Name	Telephone
4.3	_____	_____	_____
	Contact Name	Company Name	Telephone

**5.0 START UP TIME**

After Notice of Award, awarded Vendor may be given a maximum of fifteen (15) days to become acclimated with County facilities and procedures prior to start up of services and delivery to the County.

**6.0 CONTRACT AWARD AND EVALUATION PROCESS**

An evaluation committee will examine all offers. Offers that do not conform to the instructions given or that do not address all the questions and/or services specified may be eliminated from consideration. Brazoria County, however, reserves the right to accept such an offer if it is determined to be in the County's best interest to do so.

Brazoria County may initiate discussions with offerers. Additional information will be accepted during this period from offerers who responded to the original request. Offerers may NOT initiate discussions. Brazoria County expects to conduct discussions with offerer personnel authorized to enter into contractual obligations.

Award of the Contract shall be made to the responsible offerer whose offer is determined to be the best evaluated offer resulting from negotiations, taking into consideration compliance with instructions, specifications and qualities of the hardware/software/system proposed which best meets the needs of the using department. Brazoria County may use references to make judgments directly affecting the award of this Contract.

**Evaluation Criteria**

The evaluation criteria will be based on, but not necessarily limited to the following factors:

- 1. Ability to Meet Required Specifications ..... 34%
- 2. Ability to provide quality service; references and quality of offer..... 32%
- 3. Reasonably Priced..... 34%

**Contract Obligations**

This offer, submitted documents and any negotiations, when properly accepted by Brazoria County, shall constitute a Contract equally binding between the successful offerer and Brazoria County. The selected offerer will be considered as the prime Contractor and shall assume responsibility for the goods and/or services. Failure to meet obligations may result in the cancellation of any Contracts.

The offerer's response may be incorporated into any Contract which results from this RFP, therefore, offerers are cautioned not to make claims or statements which they are not prepared to commit to Contractually. Failure by the offerer to meet such claims will result in a requirement that the offerer provide resources necessary to meet submitted claims and/or breach of Contract.

Initials\_\_\_\_\_

## 7.0 REQUEST FOR CLARIFICATIONS

Any prospective respondent desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid / offer opening. The request must be addressed to Natasha D.N. Stulberg, Purchasing Department, at the address listed below or faxed to (979) 864-1034.

Brazoria County Purchasing Department  
Attn: Natasha D.N. Stulberg  
111 E. Locust Street, Bldg A-29, suite 100  
Angleton, TX 77515

Offerers may also email requests for clarification to: [natashas@brazoria-county.com](mailto:natashas@brazoria-county.com).

# BRAZORIA COUNTY OFFER SHEET

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES, EPN, GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

### HARDWARE AND SOFTWARE MAINTENANCE AND SUPPORT

Brazoria County's current configuration is provided below. The hardware and software in this section shall be maintained with the support levels identified in the Specifications/Scope of Work.

- 1.1 Offerer shall provide firm pricing for the items below having the coverage period Monday through Friday 8:00 a.m. to 5:00 p.m., four (4) hour response time with a commitment to repair County hardware/software within a maximum of six (6) hours.

EQUIPMENT/SOFTWARE	QTY.	PRICE PER EACH PER MO.	EXT.PRICE PER MO.
Definity G3si PBX Switch	4		
S8300 with G700	1		
EPN	1		
MultiVoIP – 8-port Gateway/Gatekeeper	2		
Intuity Audix System	1		
Option 1: Processor Only	1		
Option 2: Full Coverage	1		

- 1.2 Offerer shall provide firm pricing for the items below having the coverage period Monday through Friday 9:00 a.m. to 5:00 p.m. Next Day response time, with a commitment to repair County hardware/software within a maximum of six (6) hours.

EQUIPMENT/SOFTWARE	QTY.	PRICE PER EACH PER MO.	EXT.PRICE PER MO.
Definity G3si PBX Switch	4		
S8300 with G700	1		
EPN	1		
MultiVoIP – 8-port Gateway/Gatekeeper	2		
Intuity Audix System	1		
Option 1: Processor Only	1		
Option 2: Full Coverage	1		



# BRAZORIA COUNTY STATEMENT OF NO OFFER

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

If offerer is not proposing on the goods and/or services as stated in this RFP, please complete and return this form to: Brazoria County Courthouse, Purchasing Department, 111 E. Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515.

\*\*\*\*\*

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ DATE: \_\_\_\_\_

\*\*\*\*\*

The above has declined to submit an offer response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the RFP.
- Our schedule would not permit us to perform.

Remarks: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# BRAZORIA COUNTY SPECIAL REQUIREMENTS

## RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM

### OFFERER INSTRUCTIONS:

**READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.**

The following requirements and specifications supersede other requirements where applicable.

#### **General**

The requirements set forth below are intended to outline the basic operating parameters and procedures required to provide goods and/or services to Brazoria County as described herein. It is not the intention to describe every item required. In the performance of this Contract, the successful offerer represents it is familiar with the condition under which Brazoria County operates and represents that it has the resources, knowledge and skills to properly support the County's needs consistent with these special conditions and the Contract documents.

The County reserves the right to modify this Contract and Scope of Work as necessary to develop and maintain specifications / statement of work that meets the County's needs. Such modifications shall be mutually agreed upon and shall be incorporated into this Contract as an addendum. Brazoria County shall not be responsible for any additional charge that is not stated in this Contract or mutually agreed to prior to such work or service is performed and/or invoiced.

The Specifications/Scope of Work provided in this package is to be used as a guide in developing an offer to this RFP. The information contained herein is not intended to be restrictive and the County will consider alternate offers submitted by offerer. Alternate offers shall be clearly marked with the proposed alternates and or exceptions to the Specifications/Scope of Work and shall include all pricing/cost advantages if applicable. Offerers are expected to include any additional requirements that may have been inadvertently left out of the attached Specifications/Scope of Work.

All offers inclusive of pricing shall remain firm for acceptance for a period of ninety (90) days from opening date unless otherwise specified by Brazoria County.

Prices offered shall reflect the full Specifications/Scope of Work as defined per the RFP documents, inclusive of all associated costs for insurance, taxes, overhead, profit and bonding, if required and so identified.

Offerer must include all incidental costs in his pricing. Brazoria County will not provide or allow for parking or travel reimbursements for the offerer's employees. Offerer's offices, administration and/or place of business will not be on Brazoria County premises and will be the offerer's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to Brazoria County, resulting from this Request for Proposal, shall be and remain employees of the Contractor, not Brazoria County. It is understood and agreed that the offerer is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the offerer's employees and or equipment during the course of the Contract.

Offerers may be requested to provide presentations, such presentations may develop into negotiating sessions with the successful offerer as selected by the evaluation committee. If Brazoria County and offerer are unable to agree to Contract terms, Brazoria County reserves the right to terminate Contract negotiations with that offerer and enter into negotiations with another offerer.

No award or acquisition can be made until Commissioners Court approves such action.

Brazoria County will not be obligated to the offerer for goods and/or services until completion of a signed Contract as approved by Commissioners Court.

Initials\_\_\_\_\_

Submission of an offer implies the offerer's acceptance of the evaluation criteria and offerer recognition that subjective judgments must be made by the evaluating committee.

This Request for Proposal in no manner obligates Brazoria County or any of its agencies to the eventual purchase of any goods and/or services described, implied or which may be proposed, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of Brazoria County and may be terminated at any time prior to the signing of a Contract.

Brazoria County will not be liable for any costs incurred by the offerer in preparing a response to this RFP. Brazoria County makes no guarantee that any goods and/or services will be purchased as a result of this request for proposal, and reserves the right to reject any and all offers. All offers and their accompanying documentation will become the property of Brazoria County. All offers shall be open to negotiation.

All documents will be held by the County and are NOT subject to public view until an award is made. When an award is made, offers are subject to review under the "Open Records Act". To the extent permitted by law, offerers may request in writing non-disclosure of confidential data. Such data shall accompany the offer, be readily separable from the offer and shall be CLEARLY MARKED "CONFIDENTIAL".

All correspondence relating to this RFP, from advertisement to award shall be sent to the Brazoria County Purchasing Department. All presentations and/or meetings between Brazoria County and the offerer relating to this RFP shall be coordinated by the Brazoria County Purchasing Department. Deviations from this requirement may cause the cancellation of this RFP process and/or disqualification of offerer's proposal.

All information provided to offerer for the purpose of submitting a proposal in response to this RFP is confidential, and is and will remain, the property of Brazoria County and will not be used by offerer for any other purposes.

The offerer is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at offerer's risk.

**RFP Form Completion**

Offerer shall fill out, **SIGN**, and return to the Brazoria County Purchasing Department one (1) original and **four (4)** copies of the complete RFP form. An authorized representative of the offerer **MUST** sign the Contract Sheet. The Contract will be binding only when signed by the Brazoria County Judge and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of RFP. If an error is made, offerer **MUST** draw a line through the error and initial each change. **PLEASE NOTE:** Unless otherwise specified, **ALL** RFPs are to be **F.O.B. Destination, Net Thirty (30) Days**.

**Exceptions**

Bidder/Offerer must provide any and all warranty terms and conditions. Bidder/Offerer Terms & Conditions are subject to the review and approval of Brazoria County. In the event of conflicting Terms & Conditions, the terms submitted in the solicitation package shall prevail. Bidder/Offerer must clearly identify any conflict with terms & conditions by denoting them on the same page where the conflicting terms and conditions appear.

**RFP Returns**

Offerers must return all completed offers to the Brazoria County Purchasing Department at 111 E. Locust Street, Suite 309, Angleton, Texas **no later than 10:00 A.M.** on the date specified. Late RFPs will not be accepted. RFPs must be submitted in a sealed envelope and addressed as follows:

**MAILING ADDRESS:**

CHARLES CROOK, CPPB  
COUNTY PURCHASING AGENT  
BRAZORIA COUNTY COURTHOUSE  
PURCHASING DEPARTMENT  
111 E. LOCUST, BLDG A-29, SUITE 100  
ANGLETON, TEXAS 77515

**PHYSICAL ADDRESS:**

CHARLES CROOK, CPPB  
COUNTY PURCHASING AGENT  
BRAZORIA COUNTY PURCHASING  
COURTHOUSE WEST ANNEX  
451 N.VELASCO STREET, SUITE 100  
ANGLETON, TEXAS 77515

**RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX  
SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM**

Initials \_\_\_\_\_

**Bid/Offer Preparation**

Each marked page of the bid/offer sheets must be manually signed or initialed by an officer of the company having the authority to bind the firm in a Contract, such signed sheets must be enclosed in a sealed envelope with offerers response. Envelope shall be marked with the offerer's company name and RFP Number.

Responses to this request for proposal shall be formatted as follows:

One (1) original and **four (4)** copies of complete offer should be sealed in an envelope or box for delivery to the Brazoria County Purchasing Agent per instructions herein. All documents included in the offer and the outside of the envelope and/or box must be labeled with the offerer's name and the RFP number which corresponds to this Request for proposal, hereinafter referred to as RFP.

Each offer shall be organized to conform to the RFP sequence and format. Offerer should provide a response for each and every portion of the RFP. The questions are structured to allow the offerer to explain the benefits of the product being proposed. Responses should be carefully considered by the offerer as they are critical to the evaluation process. Evaluation will consider the adequacy, accuracy and completeness of responses. While Brazoria County appreciates a brief straightforward concise reply, the offerer must fully understand that the evaluation is based on the information provided. Where appropriate, your response may consist of phrases such as "understood" "agreed", or "no exception". Any omissions shall be assumed to be "No Exception." Any ambiguous and equivocal statements may be construed against the offerer.

Brazoria County prefers that all responses, compliant or otherwise, be provided in the same order as the proposal documents, as well as, in the same response location for ease of comparison. Vendor may number the responses and provide simple statements as "agree" or "comply" where those statements may be applicable. Any non-response will be considered as compliant to the statement, specifications or requirements noted in the proposal documents. Vendor must note any exceptions to the statements, specifications or requirements stated in the proposal documents. These exceptions must be provided at the time of the RFP opening in order to be considered. Exceptions to the Standard Terms and Conditions may be placed in an Appendix labeled "Exceptions".

**Late Bid/Offers**

Bids/Offers received in the office of the County Purchasing Agent after submission deadline will be considered void and unacceptable. Brazoria County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the office of the County Purchasing Agent shall be the official time of receipt.

**Altering Bids/Offers**

Bids/Offers cannot be altered or amended after submission deadline. Any interlineation, alteration, or erasure made before opening time must be initialed by the signer of the bid/offer, guaranteeing authenticity.

**Substitutions to Bid/Offer**

Offerers offering substitutions shall state these by attachment as part of the bid/offer. Brazoria County reserves the right to accept any and all or none of the substitutions deemed to be in the best interest of the County.

**Withdrawal of Bid/Offer**

A bid/offer may not be withdrawn or canceled by the offerer without the permission of Brazoria County for a period of ninety (90) days following the date designated for the receipt of bids/offers, and offerer so agrees upon submittal of their bid/offer.

**Descriptions**

Any reference to model and/or make/manufacturer used in bid/offer specifications or scope of work are descriptive, not restrictive. It is used to indicate the type and quality desired. Bids/Offers on items of like quality will be considered. Offer must provide hardware specifications where hardware is offered.

**Terms of Payment**

Terms of payment shall be net thirty (30) days from receipt of acceptable invoice and/or acceptance of conforming goods, whichever is later. However, alternate terms will be considered and may be offered. Invoices for installed equipment and software will not be paid prior to complete acceptance by Brazoria County unless otherwise specified. If installation of equipment and software is delayed, the County reserves the right (without extra expense or penalty) to delay a portion of the payment until equipment is installed and functioning properly.

Initials \_\_\_\_\_

**Pricing / Delivery**

All items should be priced – FOB Destination Full Freight Allowed, inside delivery. Brazoria County will not pay for any additional transportation and/or shipping charges.

No charges may be billed to the County unless such costs were explicitly included in the proposal. Offerer will incur any costs not explicitly included in the proposal and/or mutually agreed to in writing by the Brazoria County Purchasing Department.

**Reduction in Price:** If during the life of the contract, the successful bidder’s net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Brazoria County.

**Price Increase:** A price redetermination may be considered by Brazoria County only after six (6) months of the contract period have elapsed, and request for same shall be substantiated in writing addressed to the County Purchasing Agent, 111 E. Locust, Bldg. A-29, Suite #100, Angleton, Texas 77515, based on a minimum of five (5) percent increase in manufacturer’s direct cost, postage rates, Railroad Commission rates, prevailing wage/labor rates, etc. The bidder’s past history of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Brazoria County reserves the right to accept or reject any/all of the price redeterminations as it deems to be in the best interest of the County. If rejected, either party may terminate the contract in accordance with the provisions of TERMINATION OF CONTRACT as included herein.

**Personnel**

Successful offerer agrees at all times to maintain an adequate staff of experienced and qualified full time employees to ensure efficient performance under this Agreement. No part-time, subcontract, or third party personnel may perform services hereunder without the prior written consent of the Brazoria County Purchasing Department.

Successful offerer agrees that at all times its employees will perform required services in a professional and workmanlike manner in accordance with good industry practices.

Brazoria County may, at any time, request the removal and replacement of any of successful offerer's employees and the successful offerer will duly consider such request.

**Legal Documents**

Offerer must submit with its proposal any agreements for services, etc. which may be required by their organization to enter into a Contract with Brazoria County. These agreements must be completed, executed by offerer's authorized representative and submitted with the returned proposal, and are subject to review and amendment by the Brazoria County Attorney's Office, and to approval by Commissioners Court. In the event of conflicting terms, the Brazoria County Terms and Conditions, Statement of Work, and attachments shall prevail.

Initials\_\_\_\_\_

# BRAZORIA COUNTY

## STANDARD TERMS AND CONDITIONS

- 1. FUNDING:** Funds for payment have been provided through the Brazoria County budget approved by the Commissioners Court for the current fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Brazoria County fiscal year shall be subject to budget approval.
- 2. DELIVERY:** Items ordered from this bid/offer may require delivery to various locations throughout Brazoria County, as specified in this bid/offer or at time of order. All delivery and freight charges (F.O.B. Brazoria County designated location) are to be included in the bid/offer price except as noted herein.
- 3. AWARD OF CONTRACT:** Brazoria County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. All solicitations may be compared with contracts available to the County through other sources such as Interlocal Agreements and other appropriate sources. Brazoria County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply bonds and certificate of insurance as may be required herein.
  - 3.1** Brazoria County hereby notifies Bidder/Offerer that pursuant to Texas Local Government Code §262.0276 (effective September 1, 2003) Brazoria County is prohibited from entering into a contract or other transaction which requires approval by the Commissioners Court with an individual, sole proprietorship, corporation, non-profit corporation, partnership joint venture, limited corporation or other entity which is indebted to the County. Further, that this contract may be terminated and payment withheld if awarded Bidder/Offerer becomes indebted to the County during the term of the Contract.
- 4. EQUAL EMPLOYMENT:** All contracts will be awarded by Brazoria County without consideration as to race, religion, sex, national origin or disability of bidder. Successful bidders are required to adhere to the provisions of 42 USCA Sec. 12101 et seq., Americans with Disabilities Act.
- 5. CONTRACT:** The bid/offer, when properly supplemented by any bonds and/or certificate of insurance as may be required herein, and when accepted by Brazoria County, shall constitute a Contract equally binding between the successful bidder and Brazoria County. No invoices will be paid prior to acceptance of Contract by Brazoria County. No different or additional terms will become a part of this Contract.
- 6. INTERLOCAL PARTICIPATION:** It is hereby made a precondition of any bid/offer for a Contract for supplies or services and a part of these specifications, that the submission of any bid/offer in response to this request constitutes a bid/offer made under the same conditions, for the same price, and for the same effective period as this bid/offer, to any other governmental entity having an interlocal agreement with Brazoria County.
  - 6.1** It is further understood, that any other governmental entity that elects to use a Brazoria County Semi-annual or annual award will issue its own Contracts or purchase orders and will require separate billing.
- 7. DEFAULT OF BIDDER:** If successful bidder defaults by failing to supply bonds and/or certificate of insurance within the ten (10) day period allotted, award shall pass to the next lowest bidder upon the approval of Commissioners' Court.
  - 7.1** Bidder, in submitting this bid/offer, agrees that Brazoria County shall not be liable to prosecution for damages in the event that the County declares the bidder in default.

Initials\_\_\_\_\_

**8. ADDENDA:** Any interpretations, corrections or changes to these Contract documents and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Brazoria County Purchasing Director. Addenda will be mailed to all that are known to have received a copy of the bid/offer package and/or Contract. Bidders shall acknowledge receipt of all addenda.

**9. SALES TAX:** Brazoria County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

**10. ETHICAL CONDUCT:** The bidder shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or Director of Brazoria County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

**10.1** The bidder affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

**11. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- 1) Have adequate financial resources, or the ability to obtain such resources as required;
- 2) Be able to comply with the required or proposed delivery schedule;
- 3) Have a satisfactory record of performance;
- 4) Have a satisfactory record of integrity and ethics;
- 5) Be otherwise qualified and eligible to receive an award.

**11.1** Brazoria County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**12. REFERENCES:** During an analysis of all bids/offers, Brazoria County may request bidder to supply a list of three (3) references to which like services or materials have been supplied by bidder. If requested, references should include name of firm, address, telephone number and name of representative.

**13. INSURANCE:** Prior to acceptance of contract by Brazoria County, the successful bidder must furnish a Certificate of Insurance from an approved insurance carrier for the coverage indicated.

**14. SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications contained as a part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**15. INDEMNIFICATION:** The successful bidder (herein after referred to as Contractor), shall defend, indemnify, and save harmless Brazoria County and all its officers, Directors, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages of any negligent act or fault of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of said Contractor; or because any claims or amount recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising recovered under the Worker's Compensation Act, or any other law ordinance, order, or decree; or of any Director, employee, subcontractor, or supplier in the execution of, or performance under, any Contract which may result from award of bid/offer.

**15.1** Further, Contractor indemnifies and will indemnify and save harmless Brazoria County from liability, claim or demand on their part, their Directors, servants, customers, and/or employees, whether such liability, claim, or demand arise from event or casualty happening within the job site itself or elsewhere. Contractor shall pay any judgment with costs which may be obtained against Brazoria County growing out of such injury or damages.

Initials \_\_\_\_\_

- 15.2** Money due the Contractor under and by virtue of his Contract as may be considered necessary by the County for such purpose may be retained for the use of the County, or in case no money is due, his surety may be held until such suit or suits action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to the effect furnished to the County, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he is adequately protected by public liability and property damage insurance.
- 16. THIRD PARTY BENEFICIARY CLAUSE:** It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the Contract to create with the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Contract.
- 17. PURCHASE ORDERS REQUIRED:** All orders for materials or work must be authenticated by a purchase order issued by the Brazoria County Purchasing Department. Invoices not bearing a purchase order number will not be paid.
- 18. TESTING:** All materials being used in fulfillment of this Contract are subject to inspection or test at any time during their preparation, delivery, or use. At the option of the County Purchasing Director, they may be sampled and tested in order to determine compliance with the governing specifications. Materials not conforming to the requirements of these specifications shall not be used in fulfillment of this Contract with Brazoria County. The County reserves the right to immediately cancel any Contract found not to be in compliance with governing specifications as a result of testing by the County.
- 19. WAGES:** Contractor shall pay or cause to be paid, without cost or expense to Brazoria County, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees; and all such employees shall be paid wages and benefits as required by Federal and/or State law. Contracts involving construction work or supply of materials in place shall abide by the provisions of Article 5159d Texas Revised Civil Statutes Annotated.
- 20. TERMINATION OF CONTRACT:** This Contract shall remain in effect until Contract expires, or until terminated by either party upon thirty (30) days written notice. The Contractor must state in such notice the reasons for such cancellation, and shall address it to the County Purchasing Director, 111 East Locust, Bldg. A-29, Suite 100, Angleton, Texas 77515. Brazoria County reserves the right to award canceled Contract to next lowest and best bidder as it deems to be in the best interest of the County.
- 20.1** In the event of breach or default of this Contract, Brazoria County reserves the right to enforce the performance of this Contract in any manner prescribed by law or deemed to be in the best interest of the County.
- 20.2** In the event the Contractor shall fail to perform, keep, or observe any of the terms and conditions to be performed, kept, or observed, Brazoria County shall give the Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the County within two (2) working days of receipt of such notice by the Contractor, default will be declared and all the Contractor's rights shall terminate.
- 21. DELIVERY OF NOTICES:** Any notice provided by this Contract (or required by law) to be given to the Contractor by Brazoria County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Angleton, Texas, by Registered or Certified mail with sufficient postage affixed thereto, addressed to the Contractor at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.
- 22. DELIVERY TICKETS:** Delivery tickets shall accompany each order shipped, and shall show Contractor's name and address, delivery location, Brazoria County purchase order number and descriptive information as to item and quantity delivered.

Initials\_\_\_\_\_

- 23. HAZARDOUS SUBSTANCES:** State law requires that shipments of hazardous substances shall include MATERIAL SAFETY DATA SHEETS (MSDS). MSDS must be supplied with the first order shipped under any contract, and at any time MSDS is revised.
- 24. PAYMENT:** Payment shall be made upon receipt and/or acceptance in accordance with the terms of this Contract by the County of items(s) ordered, and receipt of a valid invoice in accordance with Article 601f Texas Revised Civil Statutes Annotated. Contractor is required to pay subcontractors within ten (10) days.
- 25. CONTRACTOR'S LIABILITY:** The Contractor shall be responsible for all damage or injury to property of any character during the execution of the work, resulting from any act, omission, neglect, or misconduct in his manner or method of executing the work, or at any time due to defective work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 25.1** When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the nonexecution thereof by the Contractor, he shall restore, at his own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as he may be directed, or he shall make good such damage or injury in an acceptable manner.
- 26. DEFECTIVE MATERIALS:** Unless otherwise stated herein, items supplied under this Contract shall be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the Contractor at the next service day at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.
- 27. WARRANTY:** Contractor shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Contractor and the County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code. Further, Contractor shall provide additional warranty requirements as defined in the Scope of Work attached.
- 28. ASSIGNMENT:** Contractor shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Brazoria County.
- 29. GOVERNING LAW:** Contractor is advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazoria County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 30. DRAWINGS:** All plans and specifications are hereby attached and made a part of this Contract.
- 31. RIGHT TO AUDIT:** At anytime during the term of this contract and for a period of four (4) years thereafter, the State of Texas, Brazoria County, and/or other federal, State and local agencies which may have jurisdiction over this contract and/or purchase order, at reasonable times and at its expense reserve the right to audit successful bidder's records and books. If needed for audit, original or independently certified copies of off-site records will be provided to auditors at successful bidders expense within two (2) weeks of written request.
- 32. BID BOND:** When applicable, all offerers must submit, with bid/proposal, a cashier's check or certified check for at least five percent (5%) of the total bid/proposal price, if the bid/proposal exceeds \$100,000 in contract price or if the contract includes construction of public work. Such cashier's check shall be payable to the order of Brazoria County, or a Bid/Proposal Bond in the same amount issued by a surety, acceptable to Brazoria County, authorized to do business in the State of Texas, as a guaranty that the offerer will enter into a contract with Brazoria County (as outlined in the Specifications/Statement of Work and attachments) and that offer will furnish the requisite performance and payment bonds as may be required. (*See Package Checklist.*)

Initials \_\_\_\_\_

**33. PERFORMANCE AND PAYMENT BONDS:** (Public Works Contract or as Required by Commissioner's Court) In the event the total accepted bid/proposal price exceeds \$25,000 the successful offerer must provide to the office of the County Purchasing Director, a payment bond, and if the price exceeds \$100,000 the successful offerer must also provide a performance bond, each in the amount of one hundred percent (100%) of the total contract sum within ten (10) calendar days after receipt of notification of bid/proposal award. Such bonds shall be executed by a corporate surety or corporate sureties in accordance with Article 7.19-1, Vernon's Texas Insurance Code. Such corporate surety/sureties shall be duly authorized and admitted to do business in the State of Texas and licensed in the State of Texas to issue fidelity and surety bonds with a Best Rating of "A" or better and have a bonding capacity adequate for the prescribed amount. Brazoria County reserves the right to accept or reject any surety company proposed by the offerer. In the event Brazoria County rejects the proposed surety company, the offerer will be afforded five (5) additional days to submit the required bonds issued by a surety company acceptable to Brazoria County. (See *Package Checklist*.)

**34. APPLICABLE LAW:** All applicable laws and regulations of the State of Texas and ordinances and regulations of Brazoria County shall apply.

**35. COMPLIANCE WITH APPLICABLE LAWS:** Offerer shall at all times observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the services contracted to be provided by offerer hereunder or which in any manner affect this Contract.

**36. FORCE MAJEURE:** Neither the County nor the successful offerer shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to, acts of God, civil or military authority, acts of public enemy, war riots, rebellions, accidents, fires, explosions, earthquakes, floods, or catastrophic failure of public transportation; provided however, that in the event of strikes or labor disputes, an inability to procure raw materials, equipment, power or supplies, or the enactment of any law, order, proclamation, regulation, ordinance, demand, or other requirement of any governmental agency or intergovernmental body, which prevents, restricts, interferes or delays with the performance of this Contract, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, delay or interference, so long as the party so affected shall use reasonable efforts under the circumstance to avoid or remove such causes of nonperformance, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

**37. SEVERABILITY:** If any provision of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect any other provision contained herein, and the remainder of the Contract shall remain in full force and effect, and enforceable in accordance with its terms.

**38. QUANTITIES:** Brazoria County requests purchase prices for the items identified in this bid/offer, and in accordance with the specifications provided herein. The quantities provided are given as a guideline only for the purpose of bid/offer preparation. These quantities shall not be construed as the total number of purchases for the Contract. This estimated figure may increase and/or decrease throughout the year. No guarantee is expressed or implied as to the total quantity of items to be purchased under this Contract.

**38.1** Brazoria County reserves the right to add or delete like or related items at any time during the term of this Contract. The additions or deletions shall be incorporated into the contract in the form of an addendum. Additional items shall be priced in accordance with this contract with appropriate discounts being applied.

Initials \_\_\_\_\_

**39. PURCHASE FROM OTHER SOURCES:** Brazoria County reserves the right to purchase goods and/or services specified herein, or of equal or like kind, through contracts established by other governmental agencies or thorough separate procurement actions due to the unique or special needs of Brazoria County. Further, the County reserves the right to obtain such goods and/or services from others without penalty or prejudice to the County or the offerer and such action shall not invalidate in whole or in part this Contract or any rights or remedies Brazoria County may have hereunder.

Initials\_\_\_\_\_

**BRAZORIA COUNTY  
BIDDER/OFFERER'S AFFIRMATION**

**RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX  
SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM**

*This sheet must be completed, signed, and returned by Bidder/Offerer*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Bidder/Offerer affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other bidder, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offerer hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code and subject to Brazoria County Court Order No. 36 of October 28, 2003, Bidder/Offerer, hereby affirms that Bidder/Offerer:  
***(Please check all that are applicable)***

\_\_\_\_\_ Does not own taxable property in Brazoria County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Brazoria County or is not otherwise indebted to Brazoria County.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.  
\*\*\*\*\*

Bidder/Offerer Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

***Corporate Vendors Shall Furnish the Following Information:***

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**BRAZORIA COUNTY**  
**BIDDER/OFFERER'S SDNs/BLOCKED PERSONS**  
**AFFIRMATION**

**RFP #09-46 MAINTENANCE SUPPORT FOR AVAYA TELEPHONE PBX  
SWITCHES,EPN,GATEWAY/GATEKEEPERS AND THE INTUITY AUDIX SYSTEM**

*This sheet must be completed, signed, and returned by Bidder/Offerer*

**NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.**

1. Pursuant to §2155.077 of the Texas Local Government Code and subject to Brazoria County Court Order No. 19 of August 9, 2005, Bidder/Offerer, hereby affirms that Bidder/Offerer:  
*(Please check all that are applicable)*

\_\_\_\_\_ Is not excluded from doing business at the federal level.

\_\_\_\_\_ Is not listed as Specially Designated Nationals (SDN)s/Blocked Persons (individuals and companies owned or controlled by or acting for or on behalf of targeted Countries; or individuals, groups and entities, such as terrorists and narcotics traffickers designated under programs that are not country-specific).

2. Brazoria County may not make procurement transactions with SDNs/Blocked Persons.

\*\*\*\*\*  
If any additional information is required regarding these requirements, please contact The Brazoria County Purchasing Department PRIOR to execution.  
\*\*\*\*\*

Bidder/Offerer Company Name \_\_\_\_\_

Bidder (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Bidder (Print Name) \_\_\_\_\_ Date \_\_\_\_\_

Position with Company \_\_\_\_\_

Signature of Company Official  
Authorizing the Bid/Offer \_\_\_\_\_ Date \_\_\_\_\_

Company Official  
(Printed Name) \_\_\_\_\_

Official's Position \_\_\_\_\_

**Corporate Vendors Shall Furnish the Following Information:**

Where Incorporated \_\_\_\_\_ Charter Number \_\_\_\_\_

**BRAZORIA COUNTY  
RETURN LABEL**

**\*\*\*LATE PROPOSALS CAN NOT BE ACCEPTED\*\*\***

<b><u>SEALED REQUEST FOR PROPOSAL</u></b>	
<b>RFP#:</b>	09-46
<b>OPENING DATE:</b>	JULY 27, 2009
<b>OPENING TIME:</b>	10:00 A.M. C.S.T.
<b>RFP DESCRIPTION:</b>	Maintenance Support for Avaya Telephone PBX Switches, EPN, Gateway/Gatekeepers and the Intuity Audix System
<b><i>DATED MATERIAL – DELIVER IMMEDIATELY</i></b>	

**PLEASE CUT OUT AND AFFIX THE RFP LABEL ABOVE TO THE  
OUTER MOST ENVELOPE OF YOUR RESPONSE TO HELP  
ENSURE PROPER DELIVERY!**

***\*\*VENDOR MUST RETURN ONE (1) ORIGINAL AND FOUR (4)  
COMPLETE COPIES OF THE PROPOSAL DOCUMENTS\*\****

**\*\*\*LATE PROPOSALS CAN NOT BE ACCEPTED\*\*\***