

March 23, 2007

TO: Roy Bordeaux, Verizon Business

FROM: Dan Mulholland, LCOG

RE: RFP response

Roy, some follow up from Verizon's RFP response and the session with the agencies on Tuesday. We heard these explanations, want to confirm that they are correct:

1. The three technicians would be essentially the same as the 2.5 in place today. If there is another customer in the area, they may be used for that activity; if LCOG requires some help from out of area technicians, they can be provided, within reason, for no additional cost. As in the past, LCOG would work with Verizon to assure that this is fair.

This is correct Dan except you will be receiving the three technicians for a reduced port charge of \$3.10/month--

2. Verizon will provide access to an escalation point for problems that are difficult or are taking a long time to resolve.

This will be provided to LCOG--

3. Verizon can provide project management if needed and requested by the agencies. Depending on the extent of the work requested and the project size, the project manager may be at no additional expense, or time may be purchased through professional services.

This is correct--

4. The Enterprise Direct portal described in the RFP is not a vehicle for electronic entry, status checking, or otherwise interacting with Verizon's work. Verizon has no vehicle for this access at this time.

This is unfortunately correct--

5. Work undertaken by the dedicated technicians that does not go through ASTEA is relatively invisible to Verizon management. Verizon technicians can, at our request, create tickets. Technicians can also delay work in ASTEA at customer request, so tickets do not have to be cancelled and re issued.

This is correct--

6. Verizon will provide contact information, if requested by LCOG, of individuals within Verizon with the authority to authorize filling of vacant positions.

This will be provided to LCOG upon request--

As I stated at the session, Verizon did a good job with the contract and some of the proposed changes are improvements in clarity. There are some sections where it appears Verizon was proposing alternative language, but the language was “crossed out”, see C-12 for example. Please review and advise.

The language that was struck was LCOG’s original RFP language and Verizon inserted “additional” to clarify the intent.

Other problems:

C-4. LCOG’s intent is to establish effective dates for the contract that tie to our fiscal year of July 1 through June 30. Verizon’s modification does not make sense to us. In other words, if we assume we execute the agreement on June 10, the effective start date still needs be July 1. Please propose alternative language to address this objective.

Please re-insert the struck phrase “beginning July 1, 2007.” This should hopefully accomplish your objective.

C-6. We are not asking Verizon to do the checks. We have to perform the checks. We are not saying the staff can’t work for Verizon if they don’t take or pass the tests. We are saying that Verizon technicians that are working at our sites must pass the background checks. If this was not clear, this is the intent. This is current practice at our site, and many other Verizon sites. Please propose language acceptable to Verizon that covers this practice.

Verizon understands and complies with this intent.

C-45 Proposed language appears to conflict with annual review and update process in C-13 and C-14. Please explain.

The language in question is intended to protect both parties if, upon the renewal date(s) for the optional years, provisions need to be modified and said provisions prove unacceptable, the Agreement can be terminated without reverting to remedies.

Finally, proposed modification to Lane Manual #5 is unlikely to survive. This language, or similar language, has been in prior agreements with Verizon. While it is very unlikely to be an issue that actually comes up, the lawyers will not want us “holding the bag” for unpaid subcontractors. Please indicate Verizon’s level of concern about this modification.

Verizon understands and will provide alternative language to satisfy LCOG’s concerns.

LCOG: H:\Templates\WordXP\Normal.dot
Last Saved: Friday, October 01, 2010