

SERIAL 16076 RFP TECHNOLOGY PRODUCTS AND SERVICES
Contract - Qwest Communications Company DBA: CenturyLink
Communications

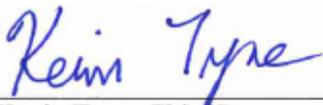
DATE OF LAST REVISION: November 17, 2016 CONTRACT END DATE: August 31, 2021

CONTRACT PERIOD THROUGH AUGUST 31, 2021

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **TECHNOLOGY PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **September 07, 2016**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Kevin Westover, Office of Enterprise Technology



CONTRACT PURSUANT TO RFP

SERIAL 16076-RFP

This Contract is entered into this (7th) day of September, 2016 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and CenturyLink Communications, LLC a Delaware limited liability company (“Contractor”) for the purchase of Technology Products and Services. County and Contractor may be hereinafter referred to collectively as the “Parties” or individually as a “Party.”

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of five (5) years, beginning on the (7th) day of September, 2016 and ending the 31st day of August, 2021.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of five (5) additional years, (or, as agreed by the parties extend the contract on a month-to-month basis for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit “A, Purchase Order or Task Order.”
- 3.2 Payment shall be made upon the County’s receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity (number of days or weeks if services)
- Contract Item number(s)
- Description of Purchase (product or services, including project number if applicable)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 PAYMENT RETENTION: (As required by County based on project)

3.4.1 Ten percent (10%) of monies paid for Project Management and Project Labor earned by CONTRACTOR related to work under this agreement shall be retained by COUNTY until Final Completion of the services herein described in accordance with Section 2.13. COUNTY may elect to release specific retention payments based on mutually agreed milestones, but in no case shall retention be released prior to Final Completion. All other payment terms and conditions shall not be affected by the retention. In the event of termination or cancellation of this contract by County through no fault of CONTRACTOR, CONTRACTOR shall be entitled to the refund of any funds in the retention account.

3.4.2 After fifty percent (50%) of the work has been completed, the Maricopa County Executive Steering Committee may reduce the retainage to five percent (5%) of all monies previously earned and all monies earned thereafter. Any reduction in retainage shall be in the discretion of the Maricopa County Executive Steering Committee. Any interest earned on retainage shall accrue solely to the benefit of COUNTY.

3.5 APPLICABLE TAXES:

3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.5.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.6 TAX (SERVICES):

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 TAX (COMMODITIES):

Tax shall not be levied against labor. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.8 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.8.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

3.9.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.10 VOLUNTARY EMPLOYEE DISCOUNTS

3.10.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.10.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee are a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement, subject to Section 4.2. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", approved project task order, Purchase Order or as otherwise directed in writing by the Procurement Officer and mutually agreed upon by the Parties.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations as required.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION AND LIMITATION OF LIABILITY:

Indemnification: To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible personal property, including loss of use resulting there from, caused by negligent or intentional acts or omissions, in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor working on behalf of Contractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, provided that Contractor must fulfill its obligations hereunder even if such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this Section.

The scope of this indemnification does not extend to the negligence of County, and County is responsible for the portion of any claims caused by the negligent or intentional acts of County, its agents or employees.

Indemnification – IP Infringement. Contractor shall defend, Participate and Share in the Cost, as defined below, in the full defense of the County against any Claim, as defined below, and will indemnify and hold harmless the County as provided for in this Section for any judgments, settlements and court awarded attorney's fees resulting from a Claim where the claimant is adjudged the successful party in the Claim. Contractor's obligations under this Section are conditioned on the following: (i) County promptly notifies Contractor of the Claim in writing upon made aware of the Claim; (ii) County gives Contractor lead authority and County being control of the defense and (if applicable) settlement of the Claim, provided that County's legal counsel may participate in such defense and settlement, at County's expense, and (iii) County provides all information and assistance reasonably requested by Contractor to handle the defense or settlement of the Claim. For purposes of this Section, "Claim" means any cause of action in a third party action, suit or proceeding against County alleging that CONTRACTOR software, or its upgrades, modifications, or revisions, as of its delivery date under this Agreement, infringes a valid U.S. patent, copyright or trademark. For the purposes of this section, "Participate and Share in the Costs" means Contractor will assist the County in the defense of the claim, to the extent

agreed to by the parties, except that Contractor shall be solely responsible for any and all costs adjudged in a successful Claim against the County.

Remedial Measures: If software becomes, or Contractor reasonably believes use of software may become, the subject of a Claim, Contractor may, at its own expense and option: (i) procure for County the right to continue use of the Product; (ii) replace or modify the software; or to the extent that neither (i) nor (ii) are deemed commercially practicable, (iii) refund to County a pro-rated portion of the applicable fees for software based on a linear depreciation monthly over 10 year useful life, in which case County will cease all use of software and return it to Contractor.

Exceptions: Contractor will have no defense or indemnity obligation for any Claim based on: (i) modifications by someone other than Contractor; (ii) software has been modified by Contractor in accordance with County-provided specifications or instructions; (iii) use or combination by the County of software with Third Party Products, open source or freeware technology; (iv) Third Party Products, open source or freeware technology; (v) a product that is used or located by County in a country other than the country in which or for which it was supplied by Contractor; (vi) possession or use of a product after Contractor has informed County of modifications or changes required to avoid such Claim and offered to implement those modifications or changes, if such Claim would have been avoided by implementation of Contractor's suggestions and to the extent County did not provide Contractor with a reasonable opportunity to implement Contractor's suggestions; or (vii) the amount of revenue or profits earned or other value obtained by the use of Products, or the amount of use of the Products. "Third Party Products" means any products made by a party other than Contractor, and may include, without limitation, products ordered by County from third parties. However, components of Contractor-branded Products are not Third Party Products if they are both: (i) embedded in Third Party Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Contractor's price list, quotes, order specifications forms or Documentation.

The foregoing states Contractor's entire liability, and County's sole and exclusive remedy except as provided at law or equity, with respect to any infringement or misappropriation of any intellectual property rights of another party.

Limitations of Liability: Neither party, its affiliates, agents, nor contractors will be liable for any indirect, incidental, special, reliance, punitive, or consequential damages or for any lost profits or revenues or lost data or cost of cover relating to the services or this Contract, regardless of the legal theory under which such liability is asserted. Excluding Contractor's indemnification obligations for personal injury, property damage, or intellectual property infringement, Contractor's total aggregate liability arising from or related to this Contract will not exceed the total charges paid or payable by the County to Contractor under this Contract in the 12 months immediately preceding the occurrence of the event giving rise to the claim. Notwithstanding anything else in this Contract to the contrary, it is specifically understood and agreed that nothing contained in this Contract shall be construed as an express or implied waiver by County of its governmental immunity granted under A.R.S. Title 12, Chapter 7, Article 2.

6.2 INSURANCE:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B+++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona..
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions.. Contractor shall be solely responsible for the deductible and/or self-insured retention..
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, Professional Liability, Cyber, Commercial Crime and Errors and Omissions, shall include County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service to the extent caused by Contractor's negligent acts.

6.2.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

6.2.10 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract but only to the extent caused by Contractor, its contractors or subcontractors' negligence.

6.2.11 **Professional Liability (Errors and Omissions) (As required by project)**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under

the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims

6.2.12 **Commercial Crime– If a vendor is “getting into” County computer systems (As required by project)**

Policy Limit:

6.2.12.1 The policy shall be issued with minimum limits of \$100,000.

6.2.12.2 The policy shall include coverage for all directors, officers, and employees of the Contractor.

6.2.12.3 The policy shall **include coverage for third party fidelity.**

6.2.12.4 The policy shall **include coverage for theft.**

6.2.12.5 The policy shall **contain no requirement for arrest and conviction.**

6.2.12.6 The policy shall cover loss outside the premises of the **Named Insured.**

6.2.13 Evidence of Insurance.

6.2.13.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete insurance available at www.centurylink.com/moi, or formal endorsements, issued by Contractor’s insurer(s), or their authorized agent as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. .

6.2.13.2 In the event any insurance policy (ies) required by this contract is (are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of Contractor’s work or services and as evidenced by annual Evidence of Insurance.

6.2.13.3 If a policy does expire during the life of the Contract, a renewal evidence of insurance must be sent to County prior to the expiration date.

6.3 FORCE MAJEURE:

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor if a Force Majeure event may extend beyond 30 days. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES AND PRODUCTS:

- 6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract for a period of 1 year from acceptance. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- 6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein, provided that if Contractor cannot reasonably correct services, Contractor may, upon 30 days' notice, elect to stop performance of services and refund 100% of the amount paid by County for the services. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder, but any such correction shall not extend, restart, or modify the warranty period provided hereunder.
- 6.4.3 Contractor may act as a reseller of manufacturer-provided services, such as support, maintenance, and other professional services ("OEM Services") to the County. OEM Services are sold only pursuant to the terms and conditions offered by the providers of such services. Contractor makes no warranties or representations related to any OEM services.
- 6.4.4 The County understands that Contractor is not the manufacturer of the Products or the provider of any OEM Services. Contractor will ensure that all Products sold hereunder are new and are covered by the manufacturer's standard warranty as made available by the manufacturer to purchasers of its Products. To the extent transferable, Contractor will pass through to the County any warranty extended to Contractor by the original manufacturer.
- 6.4.5 THE FOREGOING ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY CONTRACTOR WITH RESPECT TO THE OEM PRODUCTS AND SERVICES AND ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6.5 INSPECTION OF SERVICES:

- 6.5.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.
- 6.5.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract upon reasonable notice at a facility of Contractor at the expense of the County. County shall perform inspections and tests in a manner that will not unduly delay the work.
- 6.5.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:
 - 6.5.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements provided that Contractor shall

not be required to remedy services at a cost that is more than 100% of the affected services; and

6.5.3.2 Reduce the Contract price to reflect the reduced value of the services performed upon written notice and 30 days' opportunity to cure.

6.5.3.3 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.5.3.4 By Contract or otherwise, and with written notice to Contractor to perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.5.3.5 Terminate the Contract for default after opportunity to cure.

6.5.4 Unless otherwise agreed upon by the Parties, County shall determine whether all products and services delivered meet the specifications described under this Contract. County will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a product or service. In the event that Contractor has not been notified within thirty (30) calendar days from delivery of product or completion of service, the product and services will be deemed accepted on the 31st day after delivery of product or completion of services, except for any software which is not pre-loaded on equipment which is accepted upon delivery.

6.6 REQUIREMENTS CONTRACT:

6.6.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.6.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.6.3 Contractors agree to accept written notification of cancellation of Purchase Orders from the County Procurement Officer. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.7 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondents employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.9 Stop Work Order

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

6.9.1 Cancel the stop-work order; or

6.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

6.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

6.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

6.11.2 Make progress, so as to endanger performance of this contract; or

6.11.3 Perform any of the other provisions of this contract.

6.11.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 30 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person

significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.13 CONTRACTOR LICENSE REQUIREMENT:

6.13.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses that would materially affect Contractor's ability to perform under this Contract.

6.13.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.13.3 While CenturyLink's affiliate, CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("QCC") does not hold an Arizona contractor's Communications, LLC believes it is exempt from such licensing requirements because it is a public utility, as provided under A.R.S. §32-1121(A)(3). CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("QCC") is a "public service corporation" regulated by the Arizona Corporation Commission, holding a Certificate of Convenience and Necessity to provide local exchange and long distance telecommunications services in the County. The grant of authority is in A.C.C. Decision No. 68447, entered February 2, 2006. license under A.R.S. § 32-1121 et seq., CenturyLink.

6.14 SUBCONTRACTING:

6.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.16 ADDITIONS/DELETIONS OF SERVICE:

6.16.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, the parties will execute a mutual amendment that reflects the amount of service reduced in accordance with the bid price and an appropriate change in price agreed by the parties. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.16.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon the reasonable request by the County, and based on lawful reasons, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.17 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.20 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.21 ISRAEL BOYCOTT:

By submitting this proposal the Contractor certifies that they are in compliance with Article 9, Arizona Revised Statutes Section 35-393 *et seq.*

6.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

- 6.22.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- 6.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 6.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 6.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). . The contractor shall require in its subcontracts that the subcontractors comply with all applicable laws. These warranties shall remain in effect through the term of the Contract. The Contractor shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 6.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.22 of this Section. Contractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor.

6.24 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.24.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.24.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the

Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

- 6.25 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS (APPLIES TO PROJECTS THAT MAY BE FEDERALLY FUNDED):
- 6.25.1 The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112–239) and section 3.908 of the Federal Acquisition Regulation;
 - 6.25.2 Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by Contractor and copies provided to County upon request.
 - 6.25.3 Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).
- 6.26 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:
- 6.26.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have access to, and the right to examine copies of said relevant, of, any and all said materials, upon reasonable advance notice.
 - 6.26.2 If the Contractor’s books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the County shall notify the Contractor in writing of the discrepancy, who will work in good faith with the County to address the nature of the discrepancy in the notification. If mutually agreed, or as a result of any agreed-to dispute resolution process, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
 - 6.26.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance who will work in good faith with the County to address the nature of the disallowance in the notification. If mutually agreed, or as a result of any agreed-to dispute resolution process, the course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.
- 6.27 AUDIT DISALLOWANCES: Reserved.
- 6.28 OFFSET FOR DAMAGES: Reserved.

6.29 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.30 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other governmental entity in the state of Arizona for these or similar services purchased in similar quantities.

6.31 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.32 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.33 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.34 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.35 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.35.1 Exhibit A, Pricing;

6.35.2 Exhibit B, Scope of Work; and

6.35.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy

6.35.4 Exhibit D, Select Advantage Service Exhibit

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
Attn: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

CenturyLink Communications, LLC
20 East Thomas Road
Phoenix, AZ 85012

6.36 THIRD PARTY EQUIPMENT, SOFTWARE AND SERVICES:

Contractor may provide software, equipment and services of third party manufacturers and providers, as authorized subcontractors or distributor, or reseller, under this Contract. The following terms and conditions apply to Products, Services, and Support that are Third Party Branded.

Except for the rights expressly granted in this section, nothing herein or in any Order transfers to County any unrestricted intellectual property right to any Products, Software or Services provided by Contractor, including those that are Third Party Branded. To the extent required by Contractor in a Task Order to provide the Software or Services (including support of Software or Services) under this contract, County hereby grants to Contractor a non-exclusive, non-transferable, royalty-free, restricted license to use County provided intellectual property only as necessary for Contractor to perform its duties under the Contract or task Order. The license granted in this section includes the right of Contractor to sublicense access to any County intellectual property to its subsidiaries and affiliates and any third parties providing all or part of the Services on behalf of Contractor to achieve the foregoing. Products, Software and Services acquired by County under this Contract are solely for County's own internal use and not for resale or sub-licensing.

All right, title and interest in and to any County intellectual property furnished by County for use by Contractor under this contract will remain solely with County, its affiliates and their licensors.

Effective at the time Contractor receives full and final payment for a deliverable under a

Task Order, Contractor grants to County a non-exclusive, non-transferable, royalty-free license to use the Products Software, or Services incorporated into the deliverable as required by County to use the deliverable as intended under this contract for the duration of time defined in a Task Order. County acknowledges that Contractor grants no other rights of license (including implied licenses or the right to sub-license) other than the express rights granted herein.

Each party agrees that it will not, directly or indirectly, reverse engineer, decompile, reproduce or otherwise attempt to derive source code, trade secrets, or other intellectual property from any information, material, or technology of the other party or its licensors.

Definitions:

"Third Party Branded" means Products, Services, and Support bearing a trademark or service mark of a CenturyLink Subcontractor or third party provider.

"Products" and "Services" means any services or products that Contractor provides to County under this Contract.

“Software” means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.

Software License Information ("SLI") is license information that is specific to a Software Product. SLI may be found in a file in the Software Product's directory or as information that accompanies the Software Product or in Contractor quotations.

"Specification" means technical information about publisher's Products published in the respective third party publisher's Product manuals, user documentation, and technical data sheets in effect on the date Contractor delivers Products to County.

"Task Order" or “Purchase Order” means an executed document so titled, that describes any Custom Support to be performed by Contractor under a Task Order or SOW.

"Support" means Software maintenance, training, installation and configuration, and other standard support services provided by Contractor and includes "Custom Support" which is any agreed non-standard Support as described in a Task Order.

"Transaction Document(s)" means an accepted County Purchase Order (excluding pre- printed terms) and in relation to that order valid Contractor quotations, Contractor published technical data sheets or service descriptions, Contractor limited warranty statements delivered with or otherwise made available to County with Products, and mutually executed Task Order, all as provided by Contractor, or other mutually executed documents.

"Version" means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Contractor to its customers (also called a "Release").

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

Chrisa Elmer

AUTHORIZED SIGNATURE

Chrisa Elmer on behalf of Jacob Darfler

PRINTED NAME AND TITLE

20 E Thomas Rd 4, Phoenix AZ 85012

ADDRESS

8/29/2016

DATE

MARICOPA COUNTY

[Signature]

CHAIRMAN, BOARD OF SUPERVISORS

SEP 07 2015

DATE

ATTESTED:

[Signature]

CLERK OF THE BOARD

SEP 07 2015

DATE

APPROVED AS TO FORM:

Romell B. Penniston

DEPUTY COUNTY ATTORNEY

09 01 2016

DATE

EXHIBIT A
PRICING

SERIAL 16076-RFP
 NIGP CODE: NIGP CODE: 20453,91828, 91829
 RESPONDENT'S NAME: CenturyLink Communications, LLC
 COUNTY VENDOR NUMBER : VC0000001206
 ADDRESS: 20 East Thomas Road, Phoenix AZ 85012
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 602-512-2515
 FACSIMILE NUMBER: NA
 WEB SITE: www.centurylink.com
 CONTACT (REPRESENTATIVE): Lisa Allen
 REPRESENTATIVE'S E-MAIL ADDRESS: lisa.allen@centurylink.com

PAYMENT TERMS: NET 30 DAYS

1.0 PRICING (discount off PUBLISHED PRICE)	
	MINIMUM DISCOUNT PERCENTAGE OFF CURRENT PUBLISHED PRICE
1.1 Cisco Products, Services and Solutions:	
1.1.1 Cisco Products:	41%
1.1.2 Cisco Services and Solutions:	41%
1.2 HP Products, Services and Solutions:	
1.2.1 Computers:	35%
1.2.2 Networking:	35%
1.2.3 Servers:	35%
1.2.4 Software:	35%
1.2.5 Storage	35%
1.2.6 HP Services and Solutions:	35%
1.3 Dell Products, Services and Solutions:	
1.3.1 General Products	0%
1.3.2 Software:	0%
1.3.3 Dell Services and Solutions	0%
1.4 CommVault Products, Services and Solutions:	
1.4.1 CommVault Products:	0%
1.4.2 CommVault Solutions: Services and Support:	0%
1.5 Symantec Products, Services and Solutions:	
1.5.1 Symantec Products:	0%
1.5.2 Symantec Services and Solutions:	0%
1.6 Veritas Products, Services and Solutions:	
1.6.1 Veritas Products:	0%
1.6.2 Veritas Services and Solutions:	0%

1.7 VMware Products, Services and Solutions:	
1.7.1 VMware Products:	10%
1.7.2 VMware Services and Solutions:	10%
1.8 Apple Products, Services and Solution:	0%
1.9 Google Products, Services and Solutions:	0%
1.10 Amazon Web Services Products, Services and Solutions:	
1.10.1 Amazon Web Services Products and Services:	0%
1.10.2 Amazon Web Services Solutions:	0%
1.11 Microsoft Products, Services and Solutions:	
1.11.1 Devices:	0%
1.11.2 Software and Applications	0%
1.11.3 Microsoft Services and Solutions:	0%
1.11.4 Related Products, Services and Solutions (PROPOSERS CATALOG):	0% *SEE BELOW
1.12 Staff Augmentation:	
1.12.1 PROPOSER LIST OUT MAJOR TILES AND ATTACH A CURRENT RATE CARD FOR PERSONEL TO THE ATTACHMENT A.	
1.13 Juniper Products , Services and Solutions	
1.13.1 Juniper Services Products	50%
1.13.2 Juniper Solutions Services and Solutions	50%
1.14 ITS Services and Solutions	
1.14.1 ITS Services	ICB
1.14.2 ITS Solutions	ICB
1.15 INS Services and Solutions	
1.15.1 INS Services	ICB
1.15.2 INS Solutions	ICB
1.16 Valley Systems Services and Solutions	
1.16.1 Valley Systems Services	ICB
1.16.2 Valley Systems Solutions	ICB
1.17 RiskSense Services and Solutions	
1.17.1 RiskSense Services	ICB
1.17.2 RiskSense Solutions	ICB
1.18 DCI Services and Solutions	
1.18.1 DCI Services	ICB
1.18.2 DCI Solutions	ICB
1.19 Valor Services and Solutions	
1.19.1 Valor Services	ICB

1.19.2 Valor Solutions	ICB
1.20 NetFusion Services and Solutions	
1.20.1 NetFusion Services	ICB
1.20.2 NetFusion Solutions	ICB
1.21 Teltek Networks Services and Solutions	
1.21.1 Teltek Networks Services	ICB
1.21.2 Teltek Networks Solutions	ICB
1.22 Kearney Electric Services and Solutions	
1.22.1 Kearney Electric Services	ICB
1.22.2 Kearney Electric Solutions	ICB
1.23 Team Fishel Services and Solutions	
1.23.1 Team Fishel Services	ICB
1.23.2 Team Fishel Solutions	ICB
1.24 Nexus IS Services and Solutions	
1.24.1 Nexus IS Services	ICB
1.24.2 Nexus IS Solutions	ICB
1.25 TEKsystems Services and Solutions	
1.25.1 TEKsystems Services	ICB
1.25.2 TEKsystems Solutions	ICB
1.26 Trace3 Services and Solutions	
1.26.1 Trace3 Services	ICB
1.26.2 Trace3 Solutions	ICB
1.27 CenturyLink Cloud Services	
1.27.1 vCloud Government Virtual Private Cloud	ICB
1.27.2 vCloud Government Dedicated Cloud	ICB
1.27.3 CenturyLink Cloud	12%
1.27.4 CenturyLink Dedicated Cloud	20%

CenturyLink Rate Card labor rates are “Not To Exceed” (NTE) rates, and will not increase over the life of the contract	
ICB=Individual Case Basis	
CenturyLink Rate Card	
Role	Price
CPE Technician (CSS/SDE)	\$100
ACES Engineer (ACES)	\$200
Delivery Engineer I (DE-I)	\$175
Delivery Engineer II (DE-II)	\$225
Delivery Architect (DA)	\$250
Project Coordinator (PC)	\$150
CPE Project Manager (CPM)	\$0
Project Manager (PM)	\$200

Sr. Project Manager (SPM)	\$225
Technical Writer (TW)	\$200
Principal Technologist (PT)	\$300
Client Relationship Manager (CRM)	Included with managed asset
Service Delivery Director (SDD)	Included with managed asset
Service Desk Supervisor (SDS)	Included with managed asset
Service Desk Admin - Level 1 (SDA-I)	\$85
Solutions Admin - Level 2 (SA-II)	\$100
Solutions Architect - Level 3 (SA-III)	\$115

***Additional services and solutions are available on this contact with corresponding discounts at**

<https://mycenturylinkonline.net/vic/MaricopaCounty>

User: vic\MaricopaCounty-16076

Password: CenturyLink#

EXHIBIT B
SCOPE OF WORK

1.0 INTENT:

The Intent of this contract is to provide following products and services.

This shall be a multiple award arrangement in an effort to bring the most competitive pricing, value, opportunity, and speed to market to the County. All projects may be competed but all projects over \$150,000.00 shall be competed to all awarded proposers for that product line Selection criteria may include the following (Available staff, contractors current qualifications, project timeline, price and other factors determined by the County to be relevant to the project).

Other governmental entities under agreement with the County may have access to products and services provided hereunder (see also Section 3.8 and 3.9 of contract).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

The intent of this contract is to provide Maricopa County network infrastructure products and services as follows:

- 2.1 Technology Services and Solutions:** A complete portfolio of technology services and solutions related to the design, use or operation of the products being purchased such as systems configuration, testing, software copying, hardware and software installation, upgrades and/or maintenance, system, network, security, engineering and architecture and any other related services from Contractor. Specific requirements will be developed on a task order basis and may include, but is not limited to, services and solutions such as:
- 2.1.1 Technology Products:** A complete portfolio of network infrastructure equipment and services including, but not limited to, routers, switches, and security products.
 - 2.1.2 Software Defined Network:** Transform physical network to virtual to consolidate resources, reduce energy consumption, reduce complexity, increase IT capacity, add system flexibility, and to further support cloud computing.
 - 2.1.3 Virtualization:** Transform data center with virtualization to consolidate servers, reduce energy consumption, increase IT capacity, add system flexibility, and to further support cloud computing.
 - 2.1.4 Virtual Desktop Infrastructure:** Transform desktop environment to improve customer experience, reduce energy consumption, increase IT capacity, and to add system flexibility.
 - 2.1.5 Security:** Security solutions for critical infrastructure, perimeter defense, physical and logical access control, identity management, antiterrorism protection, monitoring, automated alarms and alerts, integration with databases containing critical information, cyber security and asset management, endpoint security and other network security.
 - 2.1.6 Communications:** Communication solutions to converge voice, data and video communications onto a single, secure IP-based network.
 - 2.1.7 Cloud:** Cloud solutions for scalable computing and storage capacity and rapid self-provisioning computing capabilities. This may include, but is not limited to, Cloud Infrastructure as a Service (IaaS), Cloud Software as a Service (SaaS) and Cloud

Platform as a Service (PaaS).

- 2.1.8 **Infrastructure:** Infrastructure solutions such as data center management, network modernization and migration, desktop virtualization, Remote Network Operations Center (RNOC) services, risk and vulnerability management, and IT service management.
- 2.1.9 **Data Management:** Data management solution which uses technologies such as thin provisioning, de-duplication and automated multi-tiered storage to improve storage utilization.
- 2.1.10 **UCC (Unified Communications and Collaboration):** UCC video teleconferencing solutions that provide for critical infrastructure, emergency operations centers, command rooms, fusion centers, and training rooms. Also, visual communications that integrate audio, video, voice and presentation capabilities.
- 2.1.11 **Mobility:** Mobility services to keep users connected, responsive and secure such as email protection, download prevention, containerize content on devices, self-destructing content, and content linked back to the user.
- 2.1.12 **Asset Management:** Asset management solutions to identify and manage installed software, hardware and license entitlements.
- 2.1.13 **Data Protection:** Data protection to protect, backup, recover and archive data and applications.
- 2.1.14 **Financial Services:** Financing options such as lease, lease to own, lease with option to own, and IT as a Service.
- 2.1.15 **Managed Services:** Managed services that cover all disciplines within a typical information technology department.
- 2.1.16 **Monitoring:** Resources capable of enterprise monitoring and network operation center services.
- 2.1.17 **Other Services and Solutions:** Services and solutions not listed above that may be proposed by Contractor. **PROPOSER MAY INCLUDE THEIR ENTIRE CATALOG FOR CONSIDERATION IF THEY ARE AWARDED ONE OF THE NAMED PRODUCT LINES SECTIONS 2.2 THROUGH 2.13.**

2.2 Cisco Products, Services and Solutions:

- 2.2.1 **Cisco Products:** A complete offering of Cisco products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, unified communications, video, wireless, and any other products offered by Cisco.
- 2.2.2 **Cisco Services and Solutions:** A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Cisco.

- 2.3 **Juniper Products, Services and Solutions:**
- 2.3.1 **Juniper Products:** A complete offering of Juniper products including, but not limited to, application networking services products, blade switches, cloud and systems management, collaboration endpoints, conferencing, connected safety and security, customer collaboration, data center management and automation, data center switches, infrastructure software, interfaces and modules, networking software, optical networking, routers, security, servers, service exchange, storage networking, switches, video, wireless, and any other products offered by Juniper.
- 2.3.2 **Juniper Services and Solutions:** A complete offering of Cisco services and solutions including, but not limited to, cloud and systems management services, collaboration services, collaboration endpoints services, conferencing services, data center and virtualization services, enterprise network services, routing services, security services, services for application networking services, storage networking services, switching services, unified communication services, unified computing services, video services, wireless services and any other services and solutions offered by Juniper.
- 2.4 **HP Products, Services and Solutions:** A complete offering of HP products including, but not limited to:
- 2.4.1 **Computers:** Desktops, laptops, tablets, monitors, workstations, accessories, thin client software portfolio, digital signage and any other computer equipment and software available from HP.
- 2.4.2 **Networking:** Data center networking, software-defined networking, switches, wireless networking, campus networking and any other networking available from HP.
- 2.4.3 **Servers:** Blade servers, scalable servers, integrity mission-critical servers, rack and tower servers and any other servers available from HP.
- 2.4.4 **Software:** Application lifecycle management, big data analytics, business service management, enterprise security, hybrid cloud management, information governance, information management, IT service management, mobile solutions, operations management, software-defined data center, DevOps solutions and any other software available from HP.
- 2.4.5 **Storage:** Primary storage, backup, recovery and archive storage, enterprise application storage, primary storage, software-defined storage, and any other storage available from HP.
- 2.4.6 **HP Services and Solutions:** A complete offering of HP services and solutions including, but not limited to, analytics and data management, applications services, business process services, data center, workload and cloud services, enterprise security services, IT financing and asset recovery services, mobility and workplace services, support services, technology consulting, computing services, big data solutions, cloud solutions, mobility solutions, security solutions, converged systems solutions, small and midsize organization solutions, total access education solutions, and any other services and solutions offered by HP.
- 2.5 **VMware Products, Services and Solutions:**
- 2.5.1 **VMware Products:** A complete offering of VMware products including, but not limited to, data center and cloud infrastructure, networking and security, storage and availability, hyper-converged infrastructure, data center and cloud management, personal desktop software, business mobility software, desktop and application

virtualization software, enterprise mobility management software and any other products offered by VMware.

- 2.5.2 **VMware Services and Solutions:** A complete offering of VMware services and solutions including, but not limited to, cloud computing, software-defined data center, virtualization, business mobility, data center virtualization and hybrid cloud extensibility, streamlined and automated data center operations, application and infrastructure delivery automation, security controls native to infrastructure, high availability and resilient infrastructure, and any other services and solutions offered by VMware.

2.6 **Staff Augmentation:**

The contractor shall provide a sufficient staff on an as needed basis to support County projects and daily operational requirements.

Contractor Staffing Services – The complete portfolio of technology staffing services available by Supplier. This contract does not take the place of the County’s Staffing contract, but serves to supplement it. **This staffing is for specific projects only.**

Contractor/Subcontractor/Supplier – The terms “Contractor” and “supplier” shall mean **Suppliers Corporation and its agents and subcontractors.**

The Contractor shall at a minimum, propose personnel who have the required qualifications for the specific task and are able to work with a minimum of onsite training or instruction.

2.6.1 **Provision of Qualified Contractor Personnel**

Contractor personnel shall be immediately productive, requiring minimal training and orientation. In the event that extended training (over four (4) hours) is required, such as for an extended project or for any particular skill set, the Contractor may be required to provide their personnel additional training at the contractor’s expense.

2.6.2 **Hours Of Work:**

Unless expressly noted, contractor personnel shall be present during the County normal working hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor may be required to work on holidays or after normal working hours if determined by the County. Refer to Exhibit 11 for a listing of County holidays.

2.6.3 **Transportation And Parking:**

Parking may or may not be provided and, if not it is the responsibility of the contractor.

2.6.4 **Contractor Personnel Expenses:**

Travel expenses shall be reimbursed in accordance with the County’s Travel Policy (See Exhibit C).

2.6.5 **Contractor Single Point Of Contact:**

Each Contractor shall designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive staff augmentation requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor’s SPOC shall be available via a toll free telephone number or email. The SPOC may have support staff that will serve as account managers for different County Agencies, or designated multiple points of contact in order to best provide service.

2.6.6 Contractor Requirements for Staff Augmentation Support:

2.6.6.1 Background Screening:

A background check will be a requirement for all temporary employees of Contractor's staff providing services to the County. This option shall allow the temporary employees access to areas within the County such as detention facilities, court buildings, and other restricted areas. The cost of this background check shall be incurred by the County.

Individual temporary employment candidates, based on position, may be subject to various criminal checks, fingerprinting, and background checks upon whose results the County may choose to base its decision to accept an individual for an assignment. The cost of this service shall be incurred by the County.

2.6.6.2 Drug Testing:

Drug testing requirements will vary for individual Agencies throughout the County. The County will identify if there is a drug test requirement at the time the order is placed. The County will pay for these tests as pass-through costs for temporary employees who are placed with the County. These tests are normally conducted randomly, on a random number of temporary employees, in safety-sensitive positions, and consist of a urine sample. Once the temporary employee fails a drug test, the temporary employee will no longer be eligible for temporary employment by any County. The cost of this service shall be incurred by the County.

2.6.6.3 Driving

If driving is a requirement of a position, County Agencies will require a DMV check. The cost of this service shall be incurred by the County.

2.6.6.4 Dress and Equipment:

Contractor employees shall dress appropriately and with the equipment specified by the County as being required to perform work in the service categories covered under this contract. The County requires most field personnel to have safety shoes, at the contractor's expense. The safety shoes must meet American National Standards Institute (ANSI) and Occupational Safety and Health Administration (OSHA) standards.

2.6.6.5 Communication Skills:

Unless otherwise requested, all contractor employees must be able to read, write, speak and comprehend the English language in accordance with the minimum requirements for the specific task.

2.6.6.6 Courtesy and Cordiality Towards All Others:

Contractor employees shall be respectful of all people with whom they interact, including County employees and customers of the County. The County reserves the right to direct the contractor to remove any contractor employee that does not exhibit common courtesy and cordiality towards all individuals.

2.6.6.7 County's Right Of Refusal:

The Contractor will be given between four (4) business hours and one (1) business day to confirm their ability to meet the County's staff augmentation request. However, for "hard-to-fill" positions, the County may allow up to five (5) business days for Contractor to confirm availability. In the event that the Contractor is unable to fill the job request, the County may cancel the request and place the request with another Contractor. The County reserves the right to simultaneously give all Contractors an opportunity to fill all "hard-to-fill" positions on a "first come" basis. In the event that all Contractors are unable to fill the request, the County may fill the requirement by soliciting pricing from other qualified sources.

The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the County's premises. Contractor shall be responsible for obtaining and advising their employees of all rules, regulations, policies, etc. from the County.

Contractor shall be responsible for the following:

- 2.6.6.8 Recruiting, hiring, administering any evaluations and/or disciplinary actions, implementing any reassignments and/or terminations of contractor employee(s) provided to the County by Contractor.
- 2.6.6.9 Maintaining a recruiting and hiring program that is in compliance with applicable federal and state employment laws and their implementing rules and regulations, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), and the Arizona Employment Protection Act ("AEPA").
- 2.6.6.10 Performing background screening on all Contractor employees working under this contract for the County, to include screening of credentials, licensure, personal history, qualifications, work history, and references, as well as criminal background checks and fingerprinting as may be required. Contractor shall ensure that all contractor employees possess all certifications and qualifications necessary to enable them to perform their assignments.
- 2.6.6.11 Informing all contractor employees assigned work under this contract that they are required to adhere to the policies and procedures of the County. Contractor and/or its designee shall promptly notify the applicable County agency of any threats of violence, harassment, discrimination or retaliation involving a contractor employee.
- 2.6.6.12 Informing contractor employees in writing that they are employed by Contractor, not the County.
- 2.6.6.13 Notifying contractor employees in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the County.
- 2.6.6.14 Informing contractor employees in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the applicable County agency within 24 hours of receipt of any such reports.
- 2.6.6.15 Being solely responsible for, and holding County harmless from, all matters regarding contractor employees including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation

premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to its employees.

- 2.6.6.16 Paying contractor employees in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act (“FLSA”) and Arizona Labor Code. Contractor shall maintain complete and accurate records of all wages paid to contractor employees assigned to provide services to County. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to temporary employees assigned to provide services to County.

2.7 Removal Of Contractor Employee:

In the event any contractor employee fails to adhere to the County’s policies, directions or security / safety regulations, or are unable for any reason to perform the required duties, the County shall notify the Contractor who shall replace the employee within two (2) working days (unless a lesser time is directed) at no additional cost to the County (including, but not limited to, training time, background checks, ID badges, drug testing, etc.).

When a contractor employee no longer works under this contract, the Contractor shall ensure that their employee shall return all keys, ID badges, or other items provided by the County. If such items are not returned to the County within five (5) working days the County shall send an invoice to the Contractor for the replacement cost, including any costs associated with having to rekey or implement other security measures resulting from the failure to return the County items. The Contractor shall pay this invoice within fourteen (14) days.

2.7.1 Contractor employee(s) Usage and Productivity Report:

Upon request the Contractor shall furnish the County a monthly report of contractor employee usage and productivity report delineating the hours worked on given project and deliverables produced. The format of the report shall be approved by the County.

2.7.2 Throughout the life of this contract, the successful Contractor(s) will maintain expertise, resources and capabilities to perform the following:

2.7.2.1 Provide commercial hardware, software, peripherals and accessories as ordered under the task order.

2.7.2.2 Perform consulting, assessment, design, integration, installation, and managed Services and Solutions at the task order level.

2.7.2.3 Perform a wide range of professional, technical support and engineering services and solutions to support the mission and objectives of Maricopa County as authorized buyers of this contract.

2.7.2.4 Provide maintenance support of the services and solutions.

2.7.2.5 Provide ancillary support (logistics support, etc.) relating to provisions of the Products and Services listed in Introduction and Background, Section 2 and General Definition of Products and Services.

2.7.2.6 Provide project management support for each deliverable under the contract.

2.7.2.7 Provide project-specific and overall contract performance reporting, as required.

2.8 Customer Service:

2.8.1 Maricopa County is focused on customer service with a philosophy to provide all customers with quality Products and Services in a manner that is courteous, responsive, accessible and seamless. The Products and Services will be delivered with patience, understanding, goodwill, and with primary regard being convenience and business needs of customer. The selected Contractor(s) shall follow these guidelines in developing the proposed solution:

2.8.1.1 Accessible, courteous, responsive and seamless customer service is of the highest priority for Maricopa County;

2.8.1.2 Accessible service means that citizens have easy access to the organization;

2.8.1.3 Seamless customer service means that the Contractors' employees are skilled with right aptitude, attitude, initiative, and talent. Also, that they provide accurate and easily consumable information, have a good understanding of how to solve problems and make decisions, and that they are trained and evaluated for their job performance;

2.9 Financing Options:

2.9.1 Contractor should include any financing solutions and payment options available to Maricopa County.

2.9.2 Contractor shall provide submissions that allow the County to easily weigh procurement options including financing, capital expenditures, and operational expenditures.

2.9.3 Contractor shall provide proposal for making co-terminuses support and maintenance contracts.

2.10 Reporting Requirements:

2.10.1 **Monthly Reports:** Upon request, the Contractor shall furnish monthly reports to Maricopa County to include the following information:

2.10.1.1 New product information;

2.10.1.2 Price sheets showing price decreases on discontinued Products;

2.10.1.3 Decreases on manufacturer's prices on Products still being manufactured;

2.10.1.4 System upgrades;

2.10.1.5 Current pricing and Product lists;

2.10.1.6 Software upgrades; and

2.10.1.7 Special sales or promotions.

2.10.2 As reporting needs may change during the term of the Agreement, Maricopa County reserve the right to request changes to the timing and content of the reports as well as additional reports.

2.10.3 **Quarterly Reports:** Upon request, the Contractor shall furnish electronic quarterly usage reports that provide relevant and concise information about purchases, projects, and initiatives. Maricopa County reserves the right to request additional information, if required, when reviewing such data.

2.11 Support And Maintenance:

Upon request, each Contractor must provide a complete maintenance and support plan for purchased products including emergency and non-emergency intervals, as well as periodic

routine schedules. Routine maintenance and associated costs must be quoted and shall include, but not be limited to:

- 2.11.1 Error or defect correction;
- 2.11.2 Updates;
- 2.11.3 Telephone assistance; and
- 2.11.4 Service hours and response times.

2.12 Representations And Warranties:

The Contractor represents warrants and covenants that, at time of delivery:

- 2.12.1 The Products and Services shall meet all Specifications set forth in the Agreement;
- 2.12.2 Neither the Products and Services nor any software or hardware provided by the Contractor under the Agreement will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;
- 2.12.3 The Contractor has taken and will continue to take precautions sufficient to ensure that it will not be prevented from performing all or part of its obligations under the Agreement by virtue of interruptions in the computer systems used by the Contractor;
- 2.12.4 All software and documentation provided by the Contractor or its subcontractors will have sufficient information and capabilities to enable the County to permit the public inspection and examination and to provide electronic copies of public records stored, manipulated or retrieved by the Products; and
- 2.12.5 All software and documentation provided by the Contractor or its subcontractors will have sufficient information to enable the County to create an index containing the following information without extraordinary commitments of staff or resources:
 - 2.12.5.1 Annotated list of data fields: name, description, and restricted field indicator;
 - 2.12.5.2 Description of the format or record layout;
 - 2.12.5.3 Frequency with which related database(s) is updated;
 - 2.12.5.4 Description of each form in which database(s) can be copied or reproduced;
 - 2.12.5.5 Title of database(s);
 - 2.12.5.6 Owner of the data;
 - 2.12.5.7 Narrative description of the database(s); and
 - 2.12.5.8 Purpose of the database(s).

2.13 Performance Objectives And Penalties (Shall Be Incorporated In A Service Level Agreement):

- 2.13.1 On major projects, as defined by Maricopa County, Contractor must be able to demonstrate results of financial investments or provide remediation agreed upon in scope of work.
- 2.13.2 Major projects will require a Service Level agreement that outlines the requirements of demonstrating results via specific measurements and that outlines financial penalties for non-compliance that will be agreed to by the parties for the specific major project.

2.14 TASK ORDER AWARD:

This contract will be awarded to multiple vendors. All County requirements for IT technology and services estimated to exceed \$150,000.00 in total cost shall be competed among all awardees for the products and services in Paragraphs 2.2 through 2.14 and awarded as a Task Order. The County may compete IT technology and service requirements estimated to be less than

\$150,000.00 in total cost but is not required to do so. The selection criteria for each Task Order shall be determined at the time it is issued:

3.0 PROCUREMENT REQUIREMENTS:

3.1 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery, subject to a reasonable cure period.

3.2 SHIPPING TERMS:

Bid price(s) and terms shall be F.O.B. Destination at Phoenix, Arizona 85003.

3.3 OPERATING MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals and schematic diagrams, if required by the Using Agency.

3.4 ACCEPTANCE:

For the County's Initial purchase of each Equipment and Software product the Licensor (contractor) shall provide an acceptance test period (the "Test Period") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor (contractor/) published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor (contractor/) a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement") within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 60 day period, the County may terminate the order for the Equipment or Software. Upon any such termination, Contractor shall, at Contractor's cost, remove all equipment and software from County premises and equipment. Customer shall return all Equipment and Software to Licensor, and Licensor shall refund any monies paid by Customer to Licensor therefore. Upon completion of these terms, neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

3.5 RESERVED.

3.6 TRAINING:

The Contractor shall provide a minimum of (TBD BY PROJECT) (hours or days) to completely train County personnel in the use and care of the equipment. All training to take place on-site at Maricopa County.

3.7 RESERVED.

3.8 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County.

EXHIBIT C**OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY**

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees,

and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

EXHIBIT D

CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT

1. **General; Definitions.** This Service Exhibit for Products and Services (collectively “Solutions”) is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, the Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, “Service” is replaced by “Solution” as defined herein, and “Order Form” is replaced with “Purchase Order” as defined herein.

“Change Order” means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

“CPE” means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

“Detailed Description(s)” means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

“Products” means CPE and Software offerings from CenturyLink.

“Purchase Order” or “PO” means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

“Services” means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

“Software” means software license offerings.

“SOW” means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer’s signature on the SOW.
2. **CenturyLink Select Advantage Solutions.**
 - 2.1 **Purchase.** Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer’s purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/> and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer’s continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer’s exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).
 - 2.2 **Limitation of Liability.** IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CENTURYLINK’S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE

AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

3. **Term; Termination.** This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.
4. **Charges.** Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

QWEST COMMUNICATIONS COMPANY DBA: CENTURYLINK COMMUNICATIONS, LLC, 20 EAST THOMAS ROAD, PHOENIX, AZ 85012

NIGP CODE 20300

Terms: NET 30

Vendor Number: VC0000001206

Certificates of Insurance Required

Contract Period: To cover the period ending **August 31, 2021.**