

**SERIAL 11004 S            WIDE AREA NETWORK INFRASTRUCTURE SERVICE-LIBRARY  
DISTRICT**

**DATE OF LAST REVISION: April 03, 2016**

**CONTRACT END DATE: June 30, 2016**

**CONTRACT PERIOD THROUGH ~~MARCH 31~~ JUNE 30, 2016**

TO:                    All Departments

FROM:                **Office of Procurement Services**

SUBJECT:            Contract for **WIDE AREA NETWORK INFRASTRUCTURE SERVICE-  
LIBRARY DISTRICT**

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 **March 16, 2011**.

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.

---

Wes Baysinger, Chief Procurement Officer  
**Office of Procurement Services**

BW/at  
Attach

Copy to:            **Office of Procurement Services**  
John Werbach, Maricopa County Library District

(Please remove Serial 04233-S from your contract notebooks)

**CENTURYLINK, 200S. 5<sup>th</sup> STREET, MINNEAPOLIS, MN 55402**  
1801 CALIFORNIA ST, 25TH FLOOR, DENVER, CO 80202  
QWEST COMMUNICATIONS, 20 EAST THOMAS RD., SUITE 1700, PHOENIX, AZ 85012

**ATTACHMENT A- PRICING**

RESPONDENT NAME: **Qwest Communications CENTURYLINK**  
 20 East Thomas Rd., Suite 1700, Phoenix, AZ 85012  
 1801 California St, 25th Floor, Denver, CO 80202  
**200 S. 5<sup>th</sup> Street, Minneapolis, MN 55402**

ADDRESS: **200 S. 5<sup>th</sup> Street, Minneapolis, MN 55402**

P.O. ADDRESS:

TELEPHONE NUMBER: **602-512-2513 ~~2535~~ 2515**

FACSIMILE NUMBER: **602-279-5250**

WEB SITE: **Qwest.com www.centurylink.com**

REPRESENTATIVE: **Bob Bobbett Dawn Jehorek Lisa Allen**  
[Robert.Bobbett@qwest.com](mailto:Robert.Bobbett@qwest.com) [dawn.jehorek@centurylink.com](mailto:dawn.jehorek@centurylink.com)

REPRESENTATIVE E-MAIL: [lisa.allen@centurylink.com](mailto:lisa.allen@centurylink.com)

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	%
FUEL COMPRISES <b>0</b> % OF TOTAL BID AMOUNT. (If Applicable)			
PAYMENT TERMS: RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING. PAYMENT TERMS WILL BE CONSIDERED IN DETERMINING LOW BID. FAILURE TO CHOOSE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.			
<input checked="" type="checkbox"/> NET 30 DAYS	<input type="checkbox"/>	<input type="checkbox"/>	5% 30 DAYS NET 31 DAYS
<input type="checkbox"/> 2% 10 DAYS NET 30 DAYS			

**ATM Cell Relay Circuits**

Title	Monthly Charges	Bidder Notes
Admin 384 Mbps	\$1,311.48	ATM DS3, 384 units @ 64 UBR Bandwidth. Jurisdiction change required.
Data Center 432 Mbps	\$1,346.04	ATM DS3, 432 Units @ 64K UBR Bandwidth. Jurisdiction Change required.

**DS1 Private Lines**

Title	Monthly Charges	Bidder Notes
Admin 1 line connects to MC Downtown, 111 S 3rd Ave	\$295.36	Jurisdiction Change required.
Aguila 1 line connects to North Valley Regional	\$685.56	Meet Point Billing with Table Top Communications. BIP 91%. 62 miles of DS1 Interstate transport.
White Tank 3 lines connect to Data Center	\$1,343.88	Jurisdiction Change required. 3 DS1 circuits X \$ 447.96 = \$ 1,343.88.

**CENTURYLINK, 200S. 5<sup>th</sup> STREET, MINNEAPOLIS, MN 55402**  
1801 CALIFORNIA ST, 25TH FLOOR, DENVER, CO 80202  
QWEST COMMUNICATIONS, 20 EAST THOMAS RD., SUITE 1700, PHOENIX, AZ 85012

**Frame Network**

<b>Title</b>	<b>Monthly Charges</b>	<b>One-Time Charge</b>	<b>Bidder Notes</b>
HollyHock 1.544/1024CIR Frame & 2nd VC	\$365.15	\$0.00	
Queen Creek 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Gila Bend 1.544/1024CIR Frame & 2nd VC	\$671.40	\$0.00	Includes 31 miles of Interstate transport.
Guadalupe 1.544/1024CIR Frame & 2nd VC x 2	\$726.30	\$0.00	There are 2 Frame Relay circuits in Guadalupe. 2 X \$ 363.15 = \$ 726.30
Robson Branch 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
El Mirage 1.544/1024CIR Frame & 2nd VC	\$363.15		
Litchfield Park 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
North Valley Regional 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Fountain Hills 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Southeast Regional 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Northwest Regional 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Sun City 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Goodyear 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Fairway 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
White Tank 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Perry 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Youngtown (affiliate) 1.544/1024CIR Frame & 2nd VC	\$363.15	\$0.00	
Wickenburg (affiliate) 1.544/1024CIR Frame & 2nd VC	\$505.65	\$0.00	Includes 12 miles of Interstate transport.
Aguila 1.544/1024CIR Frame	\$809.58	\$70.00	Meet Point billing with Table Top Communications. BIP 91%. 62 miles of Interstate mileage. This would be new service.

**ISP Circuits**

<b>Title</b>	<b>Monthly Charges</b>	<b>Bidder Notes</b>
Admin 20 Mbps Eth	\$1,723.00	Existing service at Admin is 20 Mb.
Data Center 20 Mbps Eth	\$1,723.00	
Admin 30 Mbps Eth	\$2,136.00	
Data Center 30 Mbps	\$2,136.00	
Admin 40 Mbps Eth	\$2,467.00	
Data Center 40 Mbps Eth	\$2,467.00	
Admin 50 Mbps Eth	\$2,745.00	
Data Center 50 Mbps Eth	\$2,745.00	Existing service at the Data Center is 50 MB.
Admin 70 Mbps Eth	\$3,442.00	
Data Center 70 Mbps Eth	\$3,442.00	
Admin 100 Mbps Eth	\$4,505.00	
Data Center 100 Mbps Eth	\$4,505.00	

CENTURYLINK, 200S. 5<sup>th</sup> STREET, MINNEAPOLIS, MN 55402  
1801 CALIFORNIA ST, 25TH FLOOR, DENVER, CO 80202  
QWEST COMMUNICATIONS, 20 EAST THOMAS RD., SUITE 1700, PHOENIX, AZ 85012

**Metro Ethernet Branch Circuits**

Title	Monthly Charges	Bidder Notes
Fountain Hills BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change to Intrastate required.
Southeast Regional BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change to Intrastate required.
Northwest Regional BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change required.
Sun City BP4L3 100 100 Mbps	\$840.00	No Jurisdiction Change required.
Perry BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change required.
Queen Creek BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change required.
Litchfield Park BP4L3 100 100 Mbps	\$840.00	This will be a new install. Project dropped by MCLD in 2005.
White Tank BP4L3 100 100 Mbps	\$840.00	At this time Qwest is unable to fund fiber placement to this remote site. Insufficient revenue generated to cost justify build out.
North Valley Regional BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change required.

**Metro Ethernet Data Center Circuits**

Title	Monthly Charges	Bidder Notes
Admin BP4L3 100 100 Mbps	\$840.00	Jurisdiction Change required.
Data Center BP4L3 100 100 Mbps	\$840.00	No Jurisdiction Change required.

**PD/ALI Services for VoIP**

Title	Monthly Charges	Bidder Notes
PD/ALI Services for VoIP	\$73.63	Monthly rate is \$ 73.63 per 1000 ALI Records. Used for 911.

**Phone-Pots Back-Up Lines**

Title	Monthly Charges	Bidder Notes
Small Libraries (13) Thirteen to (39)Thirty-nine Qty (1) one to (3) lines each	\$20.50	Monthly charge is \$ 20.50 per line. New installs will have a One-Time charge of \$ 42.50 per line.
Large Libraries (9) Nine Qty- (3) Three lines each	\$20.50	Monthly charge is \$ 20.50 per line. New installs will have a One-Time charge of \$ 42.50 per line.

**Phone-Primary Voice T1's PRIs**

Title	Monthly Charges	Bidder Notes
Admin 1 Facility; 23 PRI trunks	\$399.00	
Data Center 2 Facilities; 46 PRI trunks	\$798.00	2 PRI X \$ 399.00 each = \$ 798.00.

**Internet Service Provision**

Title	Bidder Notes
Internet Service Provision	Unable to determine exactly what is being asked here. Ethernet Local Access and Internet Service were answered earlier in this response for Admin and Data Center.

CENTURYLINK, 200S. 5<sup>th</sup> STREET, MINNEAPOLIS, MN 55402  
1801 CALIFORNIA ST, 25TH FLOOR, DENVER, CO 80202  
QWEST COMMUNICATIONS, 20 EAST THOMAS RD., SUITE 1700, PHOENIX, AZ 85012

PRICING SHEET: NIGP CODE 20664

Vendor Number: 2011000420 0

Certificates of Insurance Required

Contract Period: To cover the period ending ~~March 31~~ **June 30, 2016.**

**WIDE AREA NETWORK INFRASTRUCTURE SERVICE-LIBRARY DISTRICT**

**1.0 INTENT:**

Maricopa County Library District (MCLD) is soliciting bids to install and provide Wide Area Network Infrastructure. The service must connect various locations of the Library District’s Wide Area Network through leased private line services-through facilities leased from a telecommunications common carrier that owns and operates their own communication network. This service is eligible for the Universal Service Program’s discounts (E-Rate).

The purpose of these circuits is the provision of network access and Internet services to customers in all (1) Seventeen branches of the MCLD, and (2) two affiliate libraries. The MCLD intends to increase the number of publicly accessible PCs in its branches. Further, it is the MCLD’s intent to update and upgrade its existing infrastructure based upon a more modern, efficient, and flexible wide area network design. MCLD has (2) Two distinct data centers that can provide fail over and redundancy related to the MCLD’s key business systems. This network design will accommodate the proposed growth and expansion of the MCLD including additional libraries, which are in the planning stages and may open in the next 3-6 years.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 2.8 and 2.9, below).

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.

Maricopa County intends to award this contract to a single primary provider. Responding Vendors may subcontract (Reference Section 3.16).

**2.0 SCOPE OF SERVICES:**

**2.1 TECHNICAL REQUIREMENTS:**

**2.1.1 METRO OPTICAL ETHERNET BRANCH CIRCUITS**

Circuits connect into Metro Ethernet Service/Provider creating V-LAN so that all locations look and act like they are all part of the same LAN.

2.1.1.1	Fountain Hills	100 Mbps
2.1.1.2	Southeast Regional	100 Mbps
2.1.1.3	Northwest Regional	100 Mbps
2.1.1.4	Sun City	100 Mbps
2.1.1.5	Perry	100 Mbps
2.1.1.6	Queen Creek	100 Mbps
2.1.1.7	Litchfield Park	100 Mbps
2.1.1.8	White Tank	100 Mbps
2.1.1.9	North Valley Regional	100 Mbps

**2.1.2 METRO ETHERNET DATA CENTER CIRCUITS**

Circuits also connect to the Metro Ethernet Infrastructure and are the main locations for proposed Data Center.

2.1.2.1	Admin	100 Mbps
2.1.2.2	Data Center	100 Mbps

**2.1.3 ISP CIRCUITS**

Current tiers are 20 Mbps and 50 Mbps; Expansion is expected.

2.1.3.1	Admin	20 Mbps Eth
2.1.3.2	Data Center	20 Mbps Eth
2.1.3.3	Admin	30 Mbps Eth

2.1.3.4	Data Center	30 Mbps Eth
2.1.3.5	Admin	40 Mbps Eth
2.1.3.6	Data Center	40 Mbps Eth
2.1.3.7	Admin	50 Mbps Eth
2.1.3.8	Data Center	50 Mbps Eth
2.1.3.9	Admin	70 Mbps Eth
2.1.3.10	2Data Center	70 Mbps Eth
2.1.3.11	Admin	100 Mbps Eth
2.1.3.12	Data Center	100 Mbps Eth

2.1.4 FRAME NETWORK

Each location has two virtual circuits pointing through frame relay cloud to Admin & Data Center.

2.1.4.1	Hollyhock	1.544/1024CIR Frame and 2nd VC
2.1.4.2	Queen Creek	1.544/1024CIR Frame and 2nd VC
2.1.4.3	Gila Bend	1.544/1024CIR Frame and 2nd VC
2.1.4.4	Guadalupe	1.544/1024CIR Frame and 2nd VC x2
2.1.4.5	Robson	1.544/1024CIR Frame and 2nd VC
2.1.4.6	El Mirage	1.544/1024CIR Frame and 2nd VC
2.1.4.7	Litchfield Park	1.544/1024CIR Frame and 2nd VC
2.1.4.8	North Valley Regional	1.544/1024 CIR Frame and 2nd VC
2.1.4.9	Fountain Hills	1.544/1024 CIR Frame and 2nd VC
2.1.4.10	Southeast Regional	1.544/1024 CIR Frame and 2nd VC
2.1.4.11	Northwest Regional	1.544/1024 CIR Frame and 2nd VC
2.1.4.12	Sun City	1.544/1024 CIR Frame and 2nd VC
2.1.4.13	Goodyear	1.544/1024 CIR Frame and 2nd VC
2.1.4.14	Fairway	1.544/1024 CIR Frame and 2nd VC
2.1.4.15	White Tank	1.544/1024 CIR Frame and 2nd VC
2.1.4.16	Perry	1.544/1024 CIR Frame and 2nd VC
2.1.4.17	Youngtown (affiliate)	1.544/1024 CIR Frame and 2nd VC
2.1.4.18	Wickenburg (affiliate)	1.544/1024 CIR Frame and 2nd VC
2.1.4.19	Aguila	1.544/1024 CIR Frame

2.1.5 PHONE – POTS BACK-UP LINES

2.1.5.1	Branch Libraries	(13) Thirteen to (39) thirty-nine Qty – (1) One to (3) Three Lines Each
2.1.5.2	Regional Libraries	(9) Nine Qty – (3) Three Lines Each

2.1.6 PHONE – PRIMARY VOICE T1s PRI

2.1.6.1	Admin	1 Facility; 23 PRI Trunks
2.1.6.2	Data Center	2 Facilities; 46 PRI Trunks

2.1.7 ATM CELL RELAY CIRCUITS

2.1.7.1	Admin	384 Mbps
2.1.7.2	Data Center	432 Mbps

2.1.8 PD/ALI Services for VOIP

2.1.9 DS1 Private Lines

2.1.9.1	Admin (connects to County Downtown 111 S 3 <sup>rd</sup> Ave)	1 line
2.1.9.2	Aguila (Connects to North Valley Regional)	1 Line
2.1.9.3	White Tank (Connects to Data Center)	3 lines

2.1.10 Internet Service Provision

2.2 SERVICE LEVEL AGREEMENT:

The Service Level Agreement (SLA) specifies the required Service Levels (performance measurements) and associated reporting and credits due the County if these required service levels are not in compliance. The intent of this section is to define the Contractual Service Levels (CSL) at which the Contractor shall provide Carrier Services (CS). Failure of the Contractor to meet these criteria shall result in specific reporting of service deficiencies, service credits, contract modification, etc. as specified in the Contract. The County shall have the right to pursue the service credits stated herein.

2.2.1 Account Team Responsiveness (CS Pricing and Availability)

2.2.2 Contractor shall commit to the following service response times for CS pricing as part of the assigned Account Team standard operating procedures (Timely responses by Contractor to Buyer requests for CS including loop qualifications, etc.).

**TABLE 2-1**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Metro Area Maximum Time (Days) (Notes 1~2)</b>	<b>Rural Community (City or Town) Maximum Time (Days) (Notes 1~2)</b>	<b>Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement (Note 3)</b>
<b>1</b>	Pricing of standard CS	3	3	Monthly Report
<b>2</b>	Availability of standard CS	3	5	Monthly Report
<b>3</b>	Pricing of single non-standard CS, one location	10	10	Monthly Report
<b>4</b>	Availability of single non-standard CS, one location	10	15	Monthly Report
<b>5</b>	Pricing of single non-standard CS, multiple locations	10	10	Monthly Report
<b>6</b>	Availability of single non-standard CS, multiple locations	15	15	Monthly Report
<b>7</b>	Analysis and recommendations for optimized multiple CS, one location	15	15	Monthly Report
<b>8</b>	Analysis and recommendations for optimized CS, multiple locations	15	15	Monthly Report
<b>9</b>	Pricing of optimized multiple CS, one location	10	10	Monthly Report
<b>10</b>	Pricing of optimized multiple CS, multiple locations	10	10	Monthly Report
<b>11</b>	Availability of optimized multiple CS, one location	15	15	Monthly Report
<b>12</b>	Availability of optimized multiple CS, multiple locations	15	15	Monthly Report

Notes:

- 1 All response times are stated as “working days” (i.e., 5-day weeks with the County Holidays excepted from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.
- 2 Availability includes the physical determination of required facilities to install requested CS.
- 3 County shall refer Contractor Account Team Non-responsiveness and associated reports to the ACC for appropriate action.

2.2.3 Service Provisioning Periods (After Acceptance of Valid CS Order)

TABLE 2-2

Class No.	Service Descriptor	Metro Area Maximum Expected Installation Time (All Years) and Rural Community Maximum Expected Installation Time After First Year of Contract (Days) (Notes 1~3)	Rural Community (City or Town) Maximum Expected Installation Time During First Year of Contract (Days) (Notes 1~3)	Service Credit When Contractor is Non-Compliant with Specific SLA Requirement
1	Dedicated voice services, less than 24 talk paths	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Monthly reports + 50% of the monthly pricing of the affected service for the first month of late provisioning, with increase of +25%/month for all subsequent months of late provisioning - or cancel CS order
2	Dedicated voice services, 24-talk paths or more	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
3	Dedicated data services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
4	Packet-based services	10 w/o Construction 20 w/Construction	10 w/o Construction 80 w/Construction	Same As Above
5	Cell-based services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
6	Broadband services	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
7	Voice value-added services	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
8	Video value-added services	20 w/o Construction 60 w/Construction	40 w/o Construction 90 w/Construction	Same As Above
9	Internet-related services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
10	CS management and monitoring services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
11	CS billing services	5	5	Same As Above
12	CS reporting services	5	5	Same As Above

Notes:

- 1 All response times are stated as “working days” (i.e., 5-day weeks with the County Holidays excepted) from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.
- 2 Buyer and Contractor may negotiate a different Installation Time when the Contractor declares, before it accepts the CSO, that it cannot provision the requested CS within the Maximum Expected Installation Time. If, upon the completion of the Negotiated Installation Time, the Contractor has not provisioned the CS, Contractor is subject to the same SLAs and Service Credits as stated herein.
3. Without construction is defined as with the physical infrastructure or facilities, such as fiber, copper and or equipment, in place and without need of repair. With construction is defined as without the physical infrastructure or facilities, such as fiber, copper in place and / or in need of repair.

2.2.4 Billing and Payment Intervals

TABLE 2-3

Class No.	Contractor Shall
1	Waive all late charge assessments associated with dispute periods
2	Waive payment for all disputed charges until final resolution
3	Resolve disputed charges within 60 days of notification
4	Waive all billable items that have not been billed within 90 days after their occurrence (i.e., after the last day of the Billing Cycle in which the billable CS was provided).
5	No time-duration or dollar-amount limitations on Buyer’s right to seek and be paid restitution for incorrect billings.

2.2.5 Carrier Services Repair and Escalation Intervals (24 / 7 / 365 basis)

TABLE 2-4

Class No.	Service Descriptor (Note 3)	Metro Area Maximum Repair Time (Hours) (Notes 1~2)	Rural Community (City or Town) Maximum Repair Time (Hours) (Notes 1~2)	Service Credit when Contractor is Non-Compliant with Specific SLA Requirement
1	Contractor phone response time for all CS inquiries and failures	0.33 After Alert	0.33 After Alert	Monthly Reports + 5%/Class/ Incident of the Monthly Pricing of the Affected Service for the Repair and Escalation Interval Class(es) not Adhered to.
2	Contractor “line-test and report by phone to buyer” response time for all CS failures	0.5 After buyer approval to test	0.5 After buyer approval to test	Same As Above
3	Contractor MaxTTR for all “C/O level” protocol-corrections	1	2	Same As Above
4	Contractor MaxTTR for all “non-C/O level” protocol-corrections	1	2	Same As Above
5	Contractor “on-site response time for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	4	Same As Above
6	Contractor MaxTTR for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	8	Same As Above

Notes:

- 1 Time intervals shall be measured from the instant in time that either the CS management system detects a failed condition or that the Buyer’s representative notifies the Contractor of service problem.
- 2 Based on pre-authorized dispatch.
- 3 Contractor shall keep Contractor’s and Buyer’s current escalation contact names and phone numbers (within 24-hours after each change) on the Contractor’s CS web-site. Buyers shall notify Contractor of their escalation contact names and phone numbers within 24-hours of such changes occurring.

2.2.6 Up-Time Service-Level Performance

2.2.6.1 Contractor shall provide CS service-levels based on the following Performance and Uptime criteria.

**TABLE 2-5**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Required Performance Level (24 /7 / 365 basis) (Note 1)</b>	<b>Service Credit when Contractor is Non-Compliant with Specific SLA Requirement</b>
<b>1</b>	Local access voice and data services, <u>end-to-end network blocking</u> shall not exceed	0.5%/Mo/Ckt	Monthly Reports + 5% of the Monthly Pricing of the Affected Service for the First Hour of Sub-par Service Level, with Increase of + 1%/Hour for all Subsequent Hours/Month of Sub-par Service Level.
<b>2</b>	DS0 and DS1 dedicated circuit, end-to-end, <u>error-second/day</u> threshold, based on daily 30-minute duration testing, shall not exceed	5%/Mo/Ckt-Voice 2%/Mo/Ckt-Data	Same as Above
<b>3</b>	DS3 and Metro Ethernet dedicated circuit, end-to-end, error-second/day threshold, based on daily 30-minute duration testing, shall not exceed	0.05%/Mo/Ckt-Voice 0.05%/Mo/Ckt-Data	Same as Above
<b>4</b>	DS0, DS 1, DS3, dedicated circuit, end-to-end, <u>%-error free second/day</u> threshold, based on daily 30-minute duration testing, shall always exceed	99.9%/Mo/Ckt-Voice 99.9%/Mo/Ckt-Data	Same as Above
<b>5</b>	DS0, DS1 dedicated circuit, <u>background bit error rate</u> shall not exceed a 1x10 <sup>-8</sup> threshold	1%/Mo/Ckt-Voice 1%/Mo/Ckt-Data	Same as Above
<b>6</b>	DS3, OC-x Metro Ethernet dedicated circuit, <u>background bit error rate</u> shall not exceed a 1x10 <sup>-8</sup> threshold	0.05%/Mo/Ckt-Voice 0.05%/Mo/Ckt-Data	Same as Above
<b>7</b>	DS0 and DS1 dedicated circuit, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.9%/Mo-Voice 99.9%/Mo-Data	Same as Above
<b>8</b>	DS3, OC-x and Metro Ethernet dedicated circuit, end-to-end uptime, based on SNMP monitoring, shall always exceed	99.99%/Mo-Voice 99.99%/Mo-Data	Same as Above
<b>9</b>	Packet- and cell-based circuit, <u>end-to-end up-time</u> based on SNMP monitoring, shall always exceed	99.9%/Mo	Same as Above
<b>10</b>	Packet- and cell-based circuit, <u>CRC and misaligned frame rate</u> , based on SNMP monitoring, shall not exceed	0.005%/Mo	Same as Above
<b>11</b>	Cell-based circuits shall not exceed current ATM FORUM QoS, CBR, UBR, VBR requirements and tolerances, including latency tolerances, based on SNMP monitoring.	99.999%/Mo	Same as Above
<b>12</b>	Critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.99%/Mo	Monthly reports + 25% of the monthly pricing of the affected service for the first hour of sub-par

Class No.	Service Descriptor	Required Performance Level (24 /7 / 365 basis) (Note 1)	Service Credit when Contractor is Non-Compliant with Specific SLA Requirement
			service level, with increase of + 5%/hour for all subsequent hours/month of sub-par service level
13	Critical data services, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.99%/Mo	Same as Above
14	Super-critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Monthly reports + 50% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of +10%/hour for all subsequent hours/month of sub-par service level.
15	Super-critical data services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Same As Above
16 16a 16b 16c	For the following CS categories, service outages shall <u>not</u> exceed I Packet-based & Cell-based services II Internet-related services III Metro Ethernet services	1 per 6 Mo per Ckt	Same As Class 1

Note:

- 1 Contractor is required to provide 24/7 uptime service performance for those Buyer facilities that are available to the Contractor for necessary physical repairs, etc, such that Contractor can maintain the specified uptimes. Contractor shall provide a minimum of 7:00am thru 7:00pm, Monday thru Friday coverage for Buyer facilities that are not available on a 24/7 basis. All critical and super-critical services shall be 24/7/365 basis.

2.2.7 Quarterly Service-Level Agreement Reporting Criteria

TABLE 2-6

Class No.	Quarterly Reporting Criteria	Measurement Interval (months)	Reporting Requirements to County When Contractor is Non-Compliant with Specific SLA Requirements
1	<u>Quarterly Management Reporting Items</u>  At each review, the Contractor shall:  I Summarize total Contract CS utilization levels by CS category II Summarize total Contract CS revenues by CS category III Summarize total reinvestment toward improvements by CS category	3	Monthly Report
2	<u>SLA Performance Criteria</u>  At each review, the Contractor shall:  I Report SLA performance indices: a. CS Account Team responsiveness	3	Same As Above

	<ul style="list-style-type: none"> <li>b. CS provisioning interval responsiveness</li> <li>c. CS availability and reliability by CS category</li> <li>d. CS maintenance and repair intervals by CS category</li> <li>e. Performance of critical CS to SLA criteria</li> </ul> <p>II Submit Corrective Action Plans for all SLA Deficiencies</p>		
--	---	--	--

2.2.8 Annual Service-Level Agreement Reporting Criteria

**TABLE 2-7**

<b>Class No.</b>	<b>Annual Reporting Criteria</b>	<b>Reporting Interval (months)</b>	<b>Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement</b>
<p><b>1</b></p> <p><b>1a</b></p> <p><b>1b</b></p> <p><b>1c</b></p>	<p><u>Strategic Partnership Performance Criteria</u></p> <p>Pursue activities that promote quality of service to the users of CS</p> <p>Assess emerging technologies and their applicability to required CS</p> <p>Plan and Progress Report for continuing optimization of CS availability/reliability (redundancy, alternative routing, etc.)</p>	<p>12</p>	<p>Monthly Report</p>
<p><b>2</b></p> <p><b>2a</b></p>	<p><u>Annual CS Forecast</u></p> <p>County and Contractor shall jointly forecast total Contract revenue (recurring and non-recurring) for the next 12-month period</p>	<p>12</p>	<p>Same As Above</p>
<p><b>3</b></p> <p><b>3a</b></p> <p><b>3b</b></p>	<p><u>Annual CS Re-Optimization Study</u></p> <p>Contractor shall include in its Base-Offer, an <u>Annual CS Reoptimization Study</u> of the CS provided by the Contractor during the time period. This study should indicate the various ways Buyers can reconfigure their CS to optimize both the Contractor’s infrastructure and the Buyer’s benefits. Annual study reports shall be due to County 30days after each anniversary date of this Contract.</p> <p>Contractor shall assess the actual revenues and CS deployment levels (and report to County): Adjust CS rates per Contractor’s Pricing and Discount Schedules.</p>	<p>12</p>	<p>Same As Above</p>

2.2.9 The County’s primary locations are within the Phoenix Metropolitan Area.

2.3 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.4 FACILITIES:

During the course of this Contract, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.5 INVOICES AND PAYMENTS:

2.5.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. 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)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Extended price
- Total Amount Due

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

2.5.3 **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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document ([www.maricopa.gov/finance/](http://www.maricopa.gov/finance/)).**

2.5.4 **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.**

2.6 TAX:

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.~~ **The Contractor cannot provide all charges in the proposed pricing because taxes differ by state, county, city, district, product, component group code, product component, and application code. All taxes are presented on the Contractor invoice summarized in the tax section and are also separated at the product account ID level (where available).**

2.7 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 and any price differential will be charged against the Contractor. **In the event of a**

**material breach by Contractor with respect to delivery of a particular product or service under the Contract, which is not cured within the 30 day cure period, Contractor shall be liable to the County for costs of cover incurred by the County in procuring a replacement product or service so long as the County: (1) procures a substantially similar product or service under the same terms and conditions as provided in the Contract, (2) procures such product or service for the same term as the term applicable to the product or service being replaced, and (3) otherwise takes all reasonable steps to mitigate the amount of costs incurred.**

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

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.

2.9 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

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.

3.0 CONTRACTUAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed price purchasing contract to cover a ~~three~~ **five** (~~3~~ **5**) year term.

3.2 OPTION TO RENEW:

The County may, at their option and with the approval of the Contractor, renew the term of this Contract up to a maximum of ~~three~~ **five** (~~3~~ **5**) additional years (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the **Office of Procurement Services** of the County's intention to renew the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, 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.

3.4 INDEMNIFICATION:

3.4.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all **third party** claims, damages, losses and expenses, including, but not limited to, **reasonable** attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the

negligent acts, errors, omissions, ~~or mistakes or malfeasance~~ relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise **only** in connection with any claim, damage, loss or expense that is **attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from,** caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract **including by the Contractor, as well as any person or entity** for whose acts, errors, omissions, ~~or mistakes or malfeasance~~ Contractor may be legally liable.

3.4.2 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 paragraph.

3.4.3 The scope of this indemnification does not extend to **claims caused by, in whole or in part, the negligence, willful or intentional acts of the County, or any claims arising out of, or recovered under, Workers' Compensation Law.** ~~the sole negligence of County.~~

3.5 INSURANCE:

3.5.1 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 A-, VII or higher. 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, provided that said insurance companies meet the approval of County. ~~The form of any insurance policies and forms must be acceptable to County.~~

3.5.2 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.

3.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

3.5.4 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.

3.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. ~~Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies.~~ Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

3.5.6 County reserves the right to request and to receive, within 10 working days, ~~certified~~ copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

3.5.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

3.5.8 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—**caused by and to the extent of Contractor's negligent acts, errors or omissions.**

3.5.9 Commercial General Liability:

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and ~~shall not contain any provision which would serve to limit third party action over claims.~~ **severability of interests.** There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

3.5.10 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 under this Contract.

3.5.11 Workers' Compensation:

3.5.11.1 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

3.5.11.2 Contractor waives all rights against County 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 pursuant to this Contract—**for losses caused by and to the extent of Contractor's negligent acts, errors or omissions.**

3.5.12 Certificates of Insurance:

3.5.12.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), **or authorized agent**, as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

3.5.12.2 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 Certificates of Insurance.

3.5.12.2.1 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County ~~fifteen (15) days prior to~~ **upon** the expiration date.

3.5.13 Cancellation and Expiration Notice:

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.6 PROCUREMENT CARD ORDERING CAPABILITY:

County may determine to use a procurement card that may be used from time-to-time, to place and make payment for orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 INTERNET ORDERING CAPABILITY:

It is the intent of County to use the Internet to communicate and to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.8 ORDERING AUTHORITY.

3.8.1 Respondents should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by **Office of Procurement Services**, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 Maricopa County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the products is the only document necessary for Customers to purchase and for the Respondent to proceed with delivery of materials available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Respondent.

3.9 REQUIREMENTS CONTRACT:

3.9.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid will be 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 contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

3.9.2 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 but only for actual and documentable costs incurred by the Contractor due to and after issuance of 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.

3.9.3 Contractors agree to accept verbal notification of cancellation from the **Office of Procurement Services** Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

3.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

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

3.11 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

3.12 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate the Contract. Prior to termination of the Contract, the County shall give the Contractor fifteen- (15) calendar day's written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

3.13 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.

3.14 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

3.15 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

3.16 SUBCONTRACTING:

3.16.1 The Contractor may not assign a Contract 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.

3.16.2 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. 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.

3.17 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.

3.18 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to a 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 longer. The County, Federal or State auditors and any other persons duly authorized by the County shall have full access to, and the right to examine, copy and make use of, any and all said materials.

3.19 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to a Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

3.20 AUDIT DISALLOWANCES:

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 and the required course of action, which shall be at the option of the County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

3.21 VALIDITY:

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

3.22 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.

3.23 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, partnership, principal and agent, or joint venture between the County and the Contractor.

**3.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 3.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
  - 3.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
  - 3.24.1.2 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;
  - 3.24.1.3 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
  - 3.24.1.4 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.
- 3.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

**3.25 ALTERNATIVE DISPUTE RESOLUTION:**

- 3.25.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
  - 3.25.1.1 Render a decision;
  - 3.25.1.2 Notify the parties that the exhibits are available for retrieval; and
  - 3.25.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 3.25.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.25.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

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

3.26.1 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 obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors 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.

3.26.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.26.1 of this Section. Contractor and subcontractor 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. All costs necessary to verify compliance are the responsibility of the Contractor.

3.27 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.27.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.27.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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. All costs necessary to verify compliance are the responsibility of the Contractor.

3.28 CONTRACTOR LICENSE REQUIREMENT:

3.28.1 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.

3.28.2 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.

3.29 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.