



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 01/05/2021

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Cox Arizona Telcom, LLC (Headquarters: Phoenix, AZ)

***Project Title/Description:**

Carrier and Broadband Services - Cox Arizona Telcom

***Purpose:**

Award: Master Agreement No. MA-PO-21-058. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$1,500,000.00 (including sales tax) and includes four (4) one-year renewal options. Administering Department: Information Technology.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 21*079, the Procurement Director approved the use of State of Arizona Contract No. CRT049873, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

PRCUID: 392254

Attachment: Cooperative Procurement Agreement.

***Program Goals/Predicted Outcomes:**

Continue to provide Telecommunication services to County facilities.

***Public Benefit:**

Provide reliable Telecommunication carrier service to all County Officer and facilities to assist the public.

***Metrics Available to Measure Performance:**

Minimum downtime (0.001%) Contract Specifications.

***Retroactive:**

No.

DEC 23 2019 05:03 PRC CLK-HI

TO: COB 12/23/20 (1)
Pages: 13

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 21-058

Commencement Date: 01/10/2021 Termination Date: 01/09/2022 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$* 1,500,000.00 Revenue Amount: \$ _____

*Funding Source(s) required: ITD Telecom ISF – Fund 6000/Unit 0580

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____

Amendment No.: _____ AMS Version No.: _____

Commencement Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense or Revenue Increase Decrease Amount This Amendment: \$ _____

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Troy McMaster, Procurement Officer Troy McMaster Digitally signed by Troy McMaster
DN: cn=Troy McMaster, o=Pinal County,
ou=Procurement Department,
email=troy.mcmaster@pinal.gov, c=US
Date: 2020.12.23 11:10:04 -0700 Denise Waldo Digitally signed by Denise Waldo
Date: 2020.12.23 07:58:02 -0700

Department: Procurement: Terri Spencer Digitally signed by Terri Spencer
Date: 2020.12.23 10:58:32 -0700 Telephone: 520.724.8728

Department Director Signature/Date: Daniel C. Hunt Digitally signed by Daniel C. Hunt
DN: cn=Daniel C. Hunt, o=Pinal County,
ou=Northwestern Technology Department,
email=Dan.Hunt@pinal.gov, #103
Date: 2020.12.23 12:48:14 -0700

Deputy County Administrator Signature/Date: _____ 12/23/2020

County Administrator Signature/Date: _____ C. A. [Signature] 12/23/2020
(Required for Board Agenda/Addendum Items)

Pima County Procurement Department
Administering Department: Information Technology
Project: Carrier and Broadband Services
Contractor: Cox Arizona Telcom, LLC
1550 W Deer Valley Road
Phoenix, AZ 85027
Amount: \$1,500,000.00
Contract No.: MA-PO-21-058
Funding: Telecom ISF

COOPERATIVE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a political subdivision of the State of Arizona ("County"), and Cox Arizona Telcom, LLC ("Contractor")
- 1.2. Purpose. The Pima County Information Technology Department requires Telecommunication Carrier services.
- 1.3. Authority. County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. County has entered into such an agreement with the State of Arizona (Contract no. CTR049873).
- 1.4. Contract.
 - 1.4.1. The State of Arizona entered into a contract (CTR049873) for specified goods and services with Cox, Arizona Telcom, LLC, which is currently in effect (the "State of Arizona Contract"). The State of Arizona Contract is incorporated into this Contract by this reference.
 - 1.4.2. Paragraph 3.13 of the State of Arizona Contract Request for Proposal Section 2-C, Special Terms and Conditions provides that another governmental entity with which the State of Arizona has a cooperative purchasing agreement may, with Contractor's approval, purchase products and services at the same prices and under the same terms as in the State of Arizona Contract.
 - 1.4.3. All orders and commercial service agreements shall be subject to the mutually agreed upon terms and conditions of the following agreements, in the following order of precedence:
 - 1.4.3.1. Any and all contract amendments of this Contract MA-PO-21-058.
 - 1.4.3.2. This Contract MA-PO-21-058.
 - 1.4.3.3. To the extent applicable, any and all contract amendments of State of Arizona Contract CTR049873, which are incorporated herein by reference.

1.4.3.4. To the extent applicable, State of Arizona Contract CTR049873, which is incorporated herein by reference.

1.4.3.5. Any mutually agreed upon service agreements, as signed by County.

2. Term.

2.1. Initial Term. The term of this Contract commences on January 10, 2021 and will terminate on January 09, 2022 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.

2.2. Extension Options. County may renew this Contract for up to four (4) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services to include, but not limited to, those listed in Exhibit A, Scope of Services (1 page). The Services must comply with all requirements and specifications stated in the State of Arizona Contract.

4. Key Personnel. Not applicable to this Agreement.

5. Compensation and Payment.

5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in the State of Arizona Contract Pricing Sheet identified in Arizona State Contract Request for Proposal Section 2-B. Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.

5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$1,500,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.

5.3. Sales Taxes. The payment amounts or rates in the State of Arizona Contract do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.

5.4. Timing of Invoices. Contractor will invoice County on a monthly basis. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.

5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.

5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701

5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will, in good faith and with commercially reasonable diligence, cooperate with County in reviewing the payment concern and reaching a resolution as quickly as possible. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. In the event County has no amounts due to Contractor at the time of resolution, Contractor will promptly pay to County any overpayment.

6. **Insurance.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

6.1. Insurance Coverages and Limits. Contractor shall provide coverage with limits of liability not less than those stated below.

6.1.1. Commercial General Liability (CGL) – Occurrence Form. Policy shall include bodily injury, property damage personal injury and broad form contractual liability coverage.

General Aggregate	\$2,000,000.00
Products – Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$1,000,000.00
Damage to Rented Premises	\$ 50,000.00
Each Occurrence	\$1,000,000.00

6.1.1.1. The policy shall be endorsed, as required by this written agreement, to include the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

6.1.1.2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.1.2. Business Automobile Liability. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000.00

6.1.2.1. Policy shall be endorsed, as required by this written agreement, to include the County, and its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor.

6.1.2.2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.1.3. Workers' Compensation and Employers' Liability.

Workers' Compensation	Statutory
Each Accident	\$1,000,000.00
Disease – Each Employee	\$1,000,000.00
Disease – Policy Limit	\$1,000,000.00

6.1.3.1. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

6.1.3.2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor/Independent Contractor).

6.1.4. Technology Errors & Omissions Insurance. *Required as applicable to the services provided.*

Each Claim	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

6.1.4.1. Such insurance shall cover Contractor's liability outlined under this Agreement for any, and all errors, omissions, or negligent acts in the

delivery of products, services, and/or licensed programs under this contract.

6.1.4.2. Coverage shall include copyright infringement, infringement of trade dress, domain name, title or slogan.

6.1.4.3. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

6.1.5. Network Security (Cyber) and Privacy Liability. *Required as applicable to the services provided if Contractor will have access to County network, any County data or any County personally identifiable information.*

Each Claim	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

6.1.5.1. Such insurance shall cover Contractor's liability outlined under this Agreement for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

6.1.5.2. In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

6.1.5.3. The policy shall be endorsed, as required by this written agreement, to include the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor.

6.1.5.4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the County, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 6.2.1. The Contractor's commercial general and business auto liability policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 E.
 - 6.2.2. Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.3. Contractor shall be permitted to self-insure any of the above required insurance as long as any claims are handled as if insurance had been obtained.
- 6.3. Notice of Cancellation. Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County. Within two (2) business days of receipt, Contractor must provide notice to the County if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the County Procurement Office.
- 6.4. Acceptability of Insurers. Contractor's Insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII. The County is no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 6.5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance (valid ACORN form or equivalent approved by the County) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.5.1. All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
 - 6.5.2. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
 - 6.5.3. All such certificates required by this Contract shall be sent directly to the Arizona State Procurement Office. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance

policies required by this Contract at any time.

- 6.6. Subcontractors. Contractor's certificate(s) shall include all subcontractors as insured under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.
- 6.7. Approval and Modifications. County's Risk Manager reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.
- 6.8. Exceptions. In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of self-insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
7. **Indemnification**. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.
8. **Laws and Regulations**.
- 8.1. Compliance with Laws. Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed with respect to subcontractor's role under this Contract.
- 8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.
9. **Independent Contractor**. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County

for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors. In addition to Paragraph 3.10 of the State of Arizona Contract Request for Proposal Section 2-C, Special Terms and Conditions, Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. [Intentionally omitted].

13. [Intentionally omitted].

14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Contract or any Services purchased under this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination, plus the payment to Contractor of any unamortized construction/equipment costs and 3rd party service provider costs incurred by Contractor in connection with the terminated Service(s) under this Contract.

17.2. With Cause. Cox agrees that the County may terminate if Cox materially fails to comply with the terms and/or conditions of the Agreement, provided that County shall first give Cox at least thirty (30) days written notice and right to cure prior to any termination for

default or cause. If within thirty (30) days after receipt of such written notice, Cox shall have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then there shall be no right to terminate for default or cause. Cox shall not be liable for any issues caused by a force majeure event, delays due to the County or its agents, or any issues from causes beyond Cox's reasonable control.

17.3. **Non-Appropriation.** Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

18. **Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Sherry Francis, Program Manager
Pima County Information Technology
33 N Stone Avenue, 14th Floor
Tucson, AZ 85701
520.724.9610 sherry.francis@pima.gov

Contractor:

Stephanie Bankemper, Account Manager
Cox Arizona Telcom, Public Sector, Arizona
1440 E 15th Street
Tucson, AZ 85719
520.867.7408 stephanie.bankemper@cox.com

19. **Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

20. **Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. **Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

22. **Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing, as may be applicable and upon request by the County. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined

in A.R.S. § 13-2001(10).

23. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded. The County's audit rights shall be limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Cox to the County under this Agreement. The County shall have no right to audit any Cox confidential information, including information on Cox's security/IT systems or pricing information for its vendors.

24. Public Records.

24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise- confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. [Intentionally omitted].

26. Grant Compliance. Not applicable to this Agreement

27. Written Orders. County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

In addition to any DO issued by the County, for each purchase of Services hereunder, the parties will execute a Contractor form commercial services agreement which shall indicate that the agreement is an order for services under this Agreement and that this Agreement shall be the controlling document.

28. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

31. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Cooperative Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

COX ARIZONA TELCOM, LLC

Chairman, Board of Supervisors

DocuSigned by:
Larry Coval

Authorized Officer Signature

Date

Larry coval

Printed Name and Title

12/22/2020

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM

Stacey Roseberry

Deputy County Attorney

Stacey Roseberry

Print DCA Name

12/22/2020

Date



Exhibit A SCOPE OF SERVICES (60 month pricing)

Description	UOM	Unit Price *
AZIA-00079 Internet Service Gpbs	EA	\$1,565.00
AZVS-00001 Basic Analog Business Access Line	EA	\$15.00
AZCN-00557 Cox Metro Ethernet – 100 Mbps	EA	\$465.00
AZCN-00563 Cox Metro Ethernet – 300 Mbps	EA	\$625.00
AZCN-00567 Cox Metro Ethernet – 500 Mbps	EA	\$780.00
AZCN-00577 Cox Metro Ethernet – 1 Gbps	EA	\$905.00
AZOS-00010 Field Service Repair Tech Standard Hourly	HOUR	\$0.00
AZOS-00011 Field Service Repair Tech Overtime Hourly	HOUR	\$0.00
AZOS-00012 Field Service Repair Tech Sunday/Holiday Hourly	HOUR	\$0.00
SIP PRI (SIP Trunking with PRI Signaling)	EA	\$250.00
AZVS-00244 SIP Voice Path – 2 Way	EA	\$8.00
AZVS-00026 Analog Line Domestic Long Distance per minute	MIN	\$0.012

** Unit Pricing is valid for sixty (60) months after the effective date*