



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: March 15, 2022

\* = Mandatory, information must be provided

or Procurement Director Award:

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

Cox Arizona Telcom, LLC DBA COX Business (Headquarters: Atlanta, GA)

**\*Project Title/Description:**

Hotspots Around Town

**\*Purpose:**

Award: Master Agreement No. MA-PO-22-109. This Master Agreement is for an initial term of three (3) years in the award amount of \$800,000.00 (including sales tax) and includes two (2) one-year renewal options in the annual award amount of \$260,000.00 (including sales tax). Administering Departments: Library and Information Technology.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for Requisition No. 22-065 is recommended to the above named vendor which has accepted the terms of the County's Offer Agreement.

PRCUID: 430875

Attachment: Master Agreement.

**\*Program Goals/Predicted Outcomes:**

Provide 130 external WiFi hotspot zones in Pima County, focusing on underserved rural communities lacking affordable, sustainable internet connectivity.

**\*Public Benefit:**

Support community members lacking high-speed internet access, and provide connectivity for: student research & homework; search & apply for work; support entrepreneurs and small start-ups; and engage in societal, democratic, and economic activities.

**\*Metrics Available to Measure Performance:**

Number of implementations, usage rates, and number of WiFi sessions.

**\*Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-109
Commencement Date: 03/15/2022 Termination Date: 03/14/2025 Prior Contract Number (Synergen/CMS): N/A
[X] Expense Amount \$ 800,000.00 \* [ ] Revenue Amount: \$ N/A

\*Funding Source(s) required: Library District Operations

Funding from General Fund? [ ] Yes [X] No If Yes \$ N/A % N/A
Contract is fully or partially funded with Federal Funds? [X] Yes [ ] No
If Yes, is the Contract to a vendor or subrecipient? Vendor
Were insurance or indemnity clauses modified? [X] Yes [ ] No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? [ ] Yes [X] 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 [ ] 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 [X] 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 Digitally signed by Troy McMaster Date: 2022.02.25 12:08:38 -07'00'
Department: Procurement Terri Spencer Digitally signed by Terri Spencer Date: 2022.02.25 13:22:53 -07'00'
Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.02.25 12:35:36 -07'00'
Telephone: 520.724.8728
Department Director Signature: Karyn Prechtel-Altman Digitally signed by Karyn Prechtel-Altman Date: 2022.02.25 13:44:15 -07'00'
Deputy County Administrator Signature: Date:
County Administrator Signature: Date: 2/25/2022

**OFFER AGREEMENT**

**1. INTENT:**

This document is intended to establish a Master Agreement (“MA”) to provide Pima County (“County”) with internet hotspots in specified Pima County locations on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”), and the parties will mutually sign Contractor’s Commercial Services Agreement (“CSA”) setting for the services to be purchased arising from the DO.

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost except as otherwise agreed to in the MA.

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements of this *Offer Agreement and its attached exhibits: Exhibit A – Pima County Standard Terms and Conditions; Exhibit B – Locations; Exhibit C – Contractor Service Terms; Exhibit D – Cox Business Proposal for Emergency Connectivity Funds; and Exhibit E – Sample CSA*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

**2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS:**

The initial term of the MA will be for a three (3) year period and includes two (2) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the execution by the parties of an amendment to this Offer Agreement.

**3. CONTRACTOR MINIMUM QUALIFICATIONS:**

The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

GENERAL SPECIFICATIONS: Free WiFi connectivity via the use of external hotspots in both metro-Tucson and rural Pima County to include the locations identified in **Exhibit B**. Cox will maintain ownership of the managed WiFi equipment as part of this effort.

The Service Term Start Date for each hotspot shall commence immediately upon the hotspot’s activation. During any hotspot’s Service Term, Contractor will:

- Maintain a dedicated customer service representative for County. County must be notified of any changes to the dedicated customer service representative.
- Respond to any notification of outages during normal business hours (Monday to Friday, 8:00 AM to 5:00 PM) and restore connectivity as soon as reasonably practicable.
- Respond to any notification of outages outside of normal business hours at next business day, and restore connectivity as soon as reasonably practicable.
- Respond to any notification of faulty equipment as soon as reasonably practicable (if notice received during normal business hours) or the next business day (if notice received outside normal business hours).
- Replace any faulty equipment as soon as reasonably practicable after County’s notice.

ITEM SPECIFICATIONS: Free WiFi connectivity via the use of external hotspots, including a unique SSID and password, as specified:

80-25 Mbps Cox Metro Hotspots-City WiFi

50-50 Mbps to 100 Mbps managed WiFi connections, including installation, dependent upon current infrastructure.

1 Metro WiFi splash page and customer portal.

**5. OFFER ACCEPTANCE & ORDER RELEASES:**

County will accept offer and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO to the Contractor. County will furnish the DO to Contractor via facsimile, e-mail or telephone. After the receipt of the DO, the parties will execute a CSA against that DO.

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County 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 in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF GOODS & SERVICES:**

The County Department designated on the issued order (DO) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

**7. COMPENSATION & PAYMENT:**

The MA issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

Contractor's unit prices must include all incidentals and associated costs. County will make no payments for items not in the contract.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

The attached **Exhibit D: Cox Business Proposal for Emergency Connectivity Funds** (2 pages) contains all pricing related to this Offer Agreement.

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously defined unit pricing.

**Standard Payment Term Net (30)** is effective from the date of valid invoice document and does not commence until the County Financial Operations receives and verifies Contractor's invoice.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's (DO) document.

All Invoice documents will reference the County's (DO) number under which the services or products were ordered. Contractor will not provide services for which no DO has been provided by County.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's (DO) document. Contractor will bill County within ninety (90) days after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers services. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's (DO) document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

**8. DELIVERY:**

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the (DO) document.

Service will be provided to the locations specified on Exhibit B.

The Metro WiFi Splash Page & Customer Portal will be completed within fourteen (14) business days after execution of the County's DO, subject to delays caused by County, any 3<sup>rd</sup> party service provider, or due to reasons beyond the reasonable control of Contractor. Excepting the aforementioned delays, Contractor will complete installation and activation of hotspots in accordance with the delivery timeframes agreed upon in writing by County and Contractor.

**9. TAXES, FEES, EXPENSES:**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

**10. OTHER DOCUMENTS:**

Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFO-430875 including the Request for Offer, Instructions to Offerors, Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**11. INSURANCE:**

The Insurance Requirements herein are minimum requirements for this Contract and in no way limit, the indemnity covenants contained in this Contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Minimum Scope and Limits of Insurance:**

Contractor shall procure and maintain, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. Pima County in no way warrants that the minimum insurance limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

**Commercial General Liability (CGL)** – Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

**Business Automobile Liability** – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of \$1,000,000 each accident.

**Workers' Compensation (WC) and Employers' Liability** – Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employer's Liability coverage- \$1,000,000 each accident and each person - disease.

Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.

Contractor shall warrant that continuous coverage will be maintained as outlined in Required Insurance. A Claims-Made policy is acceptable.

The policy shall be endorsed, as required by this written agreement, to name the County and its Agents, as additional insureds with respect to obligations under this contract.

**Claim-Made Insurance Coverage** – If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

**Additional Insured:** The General Liability and Business Automobile Liability Policies shall each be endorsed to name Pima County, its departments, districts, boards, commissions, 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.

**Subrogation:** The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**Primary Insurance:** The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by Pima County, its agents, officials, or employees shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

**Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium.**

**Verification of Coverage:**

Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima County before work commences. 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 coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

**Approval and Modifications:**

The Pima County Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal Contract amendment, but the approval must be in writing. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

**12. PERFORMANCE BOND:**

Not applicable to this Agreement.

**13. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:**

Contractor acknowledges that it incorporates the following solicitation amendments in its offer and this contract:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**14. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Not applicable to this Agreement.

**15. BID/OFFER CERTIFICATION:**

**CONTRACTOR LEGAL NAME:** COX Arizona Telcom, LLC

**BUSINESS ALSO KNOWN AS:** COX Business

**MAILING ADDRESS:** 1440 E 15th Street

**CITY/STATE/ZIP:** Tucson, AZ 85719

**REMIT TO ADDRESS:** PO Box 53249

**CITY/STATE/ZIP:** Phoenix, Arizona 85027

**CONTACT PERSON NAME/TITLE:** Stephanie Bankemper, Government & Education Account Manager- Southern Arizona

**PHONE:** 520-661-3946 **FAX:** 844-358-4122

**CONTACT PERSON EMAIL ADDRESS:** stephanie.bankemper@cox.com

**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** stephanie.bankemper@cox.com

**CORPORATE HEADQUARTERS ADDRESS:** 3010 W Agua Fria Freeway, Phoenix Arizona 85027


**WEBSITE:** www.cox.com/business

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents as listed in this Offer Agreement's ["Other Documents"] section.

**SIGNATURE:**  **DATE:** 2/25/2022

Larry Coval, Vice President, Cox Business Enterprise Growth  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

**PHONE & EMAIL:** 619-269-2501 Larry.Coval@cox.com

APPROVED AS TO FORM

Deputy County Attorney
Stacey Roseberry
Print DCA Name
2/18/2022
Date



**EXHIBIT A: PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**1. OPENING:**

Pima County ("County") will publicly open responses on the date and at the location as stated in the Invitation for Bid (IFB) or Request for Proposal (RFP). The County will read each respondent's name, and for responses to an IFB will also read the total bid amount. County will open proposals so as to avoid disclosure of the contents of any proposal to competing Offerors during the evaluation process. County invites all interested parties to attend the bid opening.

**2. EVALUATION:**

County will evaluate responses to determine which are most advantageous to County considering conformity to the specifications stated in the IFB, evaluation criteria stated in the RFP, and other factors, regardless of solicitation type.

If County makes an award, County will enter into an agreement with one or more Contractor(s) that submitted the lowest responsive bid(s) or highest scoring proposal that County determined responsible for providing the required goods or services. Unless otherwise specified on the IFB document, County will determine the low or lowest bids considering all items listed in the Unit Price Schedule.

County, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with County or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in County Code Section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing proposed by Contractor.

**3. AWARD NOTICE:**

County will post a Notice of Recommendation for Award for IFB or RFP on the Procurement website available for review by interested parties. The Procurement Department will maintain a tabulation of the bids or ranking of proposals.

**4. AWARD:**

Either the Procurement Director or the Board of Supervisors will make the contract award in accordance with the Pima County Procurement Code. County reserves the right to reject any or all proposals, bids or to waive irregularities and informalities in the best interest of County. Unless County expressly agrees otherwise, resulting contracts are not exclusive, they are for the sole convenience of County, and County reserves the right to obtain like goods or services from other sources.

**5. WAIVER:**

Each Offeror, by submission of a proposal, bid or proposal waives any and all claims for damages against County or its officers or employees when County exercises any of its reserved rights.

**6. ACKNOWLEDGEMENT AND ACCEPTANCE:**

No oral agreement or understanding will in any way modify this contract or the terms and conditions herein. The parties' execution of each CSA in support of DOs will constitute unqualified acceptance of the terms and conditions of the resultant contract by each party.

**7. INTERPRETATION AND APPLICABLE LAW:**

The laws of the State of Arizona govern the interpretation and construction of this Contract. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, County's will govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

**8. WARRANTY:**

Contractor warrants goods or services to be delivered in accordance with the terms and conditions of the executed CSA.

**9. QUANTITY:**

Contractor will not exceed or reduce the quantity of goods ordered without written permission from County in the form of a properly executed Master Agreement ("MA"), Purchase Order ("PO"), Delivery Order ("DO"), or Delivery Order Maximo ("DOM") revision or amendment as the County's Procurement Code requires. All quantities are estimates and County provides no guarantee regarding actual usage except for the quantities ordered against the executed CSA.

**10. PACKING:**

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

**11. DELIVERY:**

On-time delivery of goods and services is an essential part of the consideration that County will receive.

The parties will mutually agree in writing upon acceptable delivery dates, or interval periods from order release date to delivery of Services. Contractor will complete installation and activation of hotspots in accordance with the delivery timeframes agreed upon in writing by the County and Contractor.

Contractor is not responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

**12. SPECIFICATION CHANGES:**

County has the right to make changes in the specifications, services, or terms and conditions of an order, subject to written amendment of the CSA executed by the parties. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, the parties will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

**13. INTENTIONALLY OMITTED:**

**14. SHIPPING TERMS:**

Unless the contract states otherwise, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and Contractor is to include such terms in its Unit Price proposal.

**15. PAYMENT TERMS:**

Payment terms are net thirty (30) days, unless the contract specifies otherwise.

**16. TESTING AND ACCEPTANCE OF MATERIALS AND SERVICES:**

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements. Upon installation of any portion of the Services, the parties will cooperate in good faith to complete testing on the Services to demonstrate proper installation and functionality prior to the County's payment obligations beginning. Cox will timely remedy any issues discovered during the testing phase.

**17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

In the event Contractor fails to comply with material provisions of the MA and such failure continues for a period of thirty (30) days after receipt of written notice of such failure from County, County may terminate the impacted service(s) upon written notice. The rights and remedies of County provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

**18. FRAUD AND COLLUSION:**

Each Contractor, by submission of a bid, certifies that no officer or employee of County or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

**19. INTENTIONALLY OMITTED:**

**20. IP INDEMNITY:**

Contractor will indemnify, defend and hold County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for any valid third party patent, copyright or trademark right ("Infringement Claim"), provided that County promptly notifies Contractor in writing of the action within ten (10) days after receipt of the claim and provides reasonable cooperation for the defense of the claim to Contractor. The foregoing indemnity shall not apply to Infringement Claim(s) arising out of (i) use of Contractor products or services in combination with other products and services not furnished by Contractor or not previously approved by Contractor; (ii) use in a manner not normally intended or any modification of the Contractor service (iii) materials or content transmitted, accessed or received by the County and/or its end users through the use of the Contractor Services; (iv) the use of the Contractor Service by County and/or end users in violation of, or in connection with a violation of, the contract (including any Contractor policies referenced herein) or applicable laws, rules or regulations; or (v) if County has not provided Contractor with prompt notice, thereby prejudicing Contractor's right or ability to defend against same with reasonable assistance necessary to defend the action. At Contractor's election, Contractor may, at its sole expense, elect promptly to do any of the following (a) procure the right for County to continue using the Services under the contract; (b) modify the applicable Service so it is no longer infringing; or (c) replace the applicable Service with non-infringing products or services that are functionally equivalent or superior in performance; or (d) terminate the Service without liability. The foregoing states the entire liability of Contractor for patent, copyright and trademark infringements by the products and services.

**21. INDEMNIFICATION:**

Contractor will indemnify, defend, and hold harmless County, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, for personal injury or tangible property damage arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the MA, PO or associated orders.

**22. UNFAIR COMPETITION AND OTHER LAWS:**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

**23. COMPLIANCE WITH LAWS:**

Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

**24. ASSIGNMENT:**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provided that County will not unreasonably withhold such approval.

**25. CANCELLATION FOR CONFLICT OF INTEREST:**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

**26. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**27. NON-APPROPRIATION OF FUNDS:**

County may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the County Board of Supervisors does not appropriate funds maintaining the contract. In the event of such cancellation, County has no further obligation, other than payment for services or goods that County has already received.

**28. PUBLIC RECORDS:**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of 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.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." 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, 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.

The Contractor agrees to waive confidentiality of any price terms in the event of a contract award.

**29. INTENTIONALLY OMITTED:**

**30. AMERICANS WITH DISABILITIES ACT:**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**31. NON-EXCLUSIVE:**

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of County, which reserves the right to obtain like goods and services from other sources for any reason.

**32. PROTESTS:**

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be in accordance with the Pima County Procurement Code, Section 11.20.010.

**33. TERMINATION:**

County reserves the right to terminate any MA, PO, Delivery Order, DOM or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of County, however in the event of any such termination the County shall pay to Contractor the unamortized construction/equipment costs, and any third party service provider costs incurred by Contractor in connection with the terminated services. County will submit written notice of termination at least thirty (30) days prior to the intended termination date, and thereafter, Contractor will cease delivery of the services on such termination date, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**34. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS:**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA, DO or DOM, PO, Offer Agreement or contract attached to a MA, PO, DO or DOM; these standard terms and conditions; any other solicitation documents including any CSA.

**35. INDEPENDENT CONTRACTOR:**

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under the County Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

**36. BOOK 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 the period required under applicable law. The County's audit rights shall be strictly limited to reviewing documents reasonably related to billing and invoicing errors for the Services provided by Contractor to the County under the contract. The County shall have no right to audit any Contractor confidential information, including information on Contractor's security/IT systems or pricing information for its vendors.

**37. COUNTERPARTS:**

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

**38. AUTHORITY TO CONTRACT:**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**39. FULL AND COMPLETE PERFORMANCE:**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, 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.

**40. SUBCONTRACTORS:**

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 Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. 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.

**41. SEVERABILITY:**

Each provision of this Contract stands alone, and any provision of this Contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

**42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:**

If Contractor, under this Contract, furnishes labor, time or effort to County within the State of Arizona, the following applies: Contractor warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. A breach of this paragraph will be deemed a material breach of this Contract that subjects Contractor to penalties up to and including termination of the Contract. County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with this warranty.

**43. CONTROL OF DATA PROVIDED BY COUNTY:**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

**44. 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.

**END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT B: LOCATIONS**

<b>Location</b>	<b>Service Address</b>	<b>Bandwidth</b>
Cox Metro Hotspot – City WiFi	Various Locations in the Tucson Metro	25 Mbps
BGC Frank & Edith Morton Clubhouse	3155 E Grant Road, Tucson, AZ 85716	100 Mbps
BGC Holmes Tuttle Clubhouse	2585 E 36 <sup>th</sup> Street, Tucson, AZ 85713	100 Mbps
BGC Jim & Vicki Click Clubhouse	1935 S Columbus Boulevard, Tucson, AZ 85711	100 Mbps
BGC Mission Park	5901 S Santa Clara, Tucson, AZ 85706	100 Mbps
BGC Steve Daru Clubhouse	1375 N El Rio Drive, Tucson, AZ 85745	100 Mbps
Canoa Preserve Park	3500 S Camino de la Canoa, Green Valley, AZ 85614	100 Mbps
Thomas Jay Regional Park	6465 S Craycroft Road, Tucson, AZ 85706	100 Mbps
Summit Park	1800 E Summit Street, Tucson, AZ 85706	50 Mbps
W. Ann Gibson-Esmond Station Library	10931 E Mary Anne Cleveland Way, Tucson, AZ 85747	50 Mbps
Southeast Regional Park	11296 S Harrison Road, Tucson, AZ 85747	50 Mbps
Tucson House	1501 N Oracle Road, Tucson, AZ 85745	100 Mbps
Oro Valley Public Library	1305 E Naranja Drive, Tucson, AZ 85738	50 Mbps
Denny Dunn Park	4400 W Massingale Road, Tucson, AZ 85741	50 Mbps
Southwest Library	6855 S Mark Road, Tucson, AZ 85757	50 Mbps
Wheeler Taft Abbett Sr. Library	7800 N Schisler Drive, Tucson, AZ 85743	50 Mbps
Three Points Veterans Memorial Neighborhood Park	10211 South Sasabe Highway, Tucson, AZ 85736	50 Mbps
Altar Valley Middle School	16350 W Ajo Highway #2126, Tucson, AZ 85735	50 Mbps
Old Tucson	201 S Kinney Road, Tucson, AZ 85743	50 Mbps
Tucson Mountain Park	6000 W Gates Pass Road, Tucson, AZ 85745	50 Mbps
Desert Museum	2021 N Kinney Road, Tucson, AZ 85743	50 Mbps
Dewhirst-Catalina Library	15631 N Oracle Road #199, Catalina, AZ 85739	50 Mbps

### **EXHIBIT C: CONTRACTOR SERVICE TERMS**

These Service Terms and incorporated into and are a part of the agreement to which they are attached. The terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and those referenced therein, including the AUP, are incorporated into these Service Terms. In the event of a conflict between the Agreement and these Service Terms, the Service Terms shall control.

1. **Service Start Date and Term** The Term shall begin upon installation of Service and shall continue for the applicable Term commitment in the applicable DO.
2. **Taxes** If applicable to the Service, County shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on County's invoice. No interest will be paid on deposits unless required by law.
3. **Service and Installation** County is responsible for damage to any Contractor Equipment. If Contractor Equipment is not returned to Contractor after termination or disconnection of Services, County shall be liable for the Contractor Equipment costs. County may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Contractor network or Contractor Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. County shall use the Contractor Equipment only for the purpose of receiving the Services. Unless provided otherwise herein, Contractor shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Use of the Services shall be subject to the "AUP" at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference.
4. **LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER CONTRACTOR NOR ANY CONTRACTOR RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL CONTRACTOR NOR ANY CONTRACTOR RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY CONTRACTOR SERVICE, CONTRACTOR EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER CONTRACTOR NOR ANY CONTRACTOR RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.
5. **WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED A SPECIFIC LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. CONTRACTOR DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET COUNTY'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. CONTRACTOR MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.



**COX Business**  
 1440 E. 15th Street  
 Tucson, AZ 85719  
 CoxBusiness.com

**EXHIBIT D: COX BUSINESS PROPOSAL FOR EMERGENCY CONNECTIVITY FUNDS**

**Business Contact Information** **Your Account Executive**

Business Name:	Pima County Public Library	Account Executive:	Stephanie Bankemper
Customer Contact:	Michelle Simon	Phone:	520-867-7408
Service Address:	101 N. Stone Ave	Fax:	844-358-4122
City, State, Zip:	Tucson, Arizona 85701	Email:	<a href="mailto:Stephanie.Bankemper@cox.com">Stephanie.Bankemper@cox.com</a>
Primary Phone:	520-791-4010	Date:	8/11/2021
Primary Email:	<a href="mailto:Michelle.Simon@pima.gov">Michelle.Simon@pima.gov</a>	Spin:	143014467

Qty	Service Type	Bandwidth	Term (Yr)	Rate / Unit	Monthly Total
8	Internet	Cox Business Internet (CBI) 100Mbps x 20Mbps	3	\$ 130	\$ 1,040.00
3	Internet	Cox Fiber Internet (CFI) 50Mbps x 50Mbps	3	\$ 390	\$ 1,170.00
4	Internet	Type II Internet 50Mbps x 50Mbps*	3	\$ 607	\$ 2,428.00
5	Internet	Type II Internet 50Mbps x 50Mbps**	3	\$ 915	\$ 4,575.00
3	Internet	Type II Internet 50Mbps x 50Mbps***	3	\$ 1,260	\$ 3,780.00
23	Internet	Standard Managed WiFi Package - 2 APs included	3	\$ 190	\$ 4,370.00
6	Internet	- Additional APs (3+) per AP	3	\$ 55	\$ 330.00
23	Internet	Managed WiFi Equipment- vmEdge- HP Pro-Desk 400 G4 (lease)	3	\$ -	\$ -
23	Internet	Managed WiFi Equipment- WS-C3560CX-8PC-S (lease)	3	\$ -	\$ -
50	Internet	Managed WiFi Equipment - Ruckus/ZoneFlex T310D OR T310S (lease)	3	\$ -	\$ -
80	Internet	Cox Metro Hotspot - City WiFi	3	\$ 25	\$ 2,000.00
<b>Monthly Grand Total:</b>					<b>\$ 19,693.00</b>

One-Time / Non-Recurring Charges			Term (Yr)	Rate / Unit	Total
1	Install	Installation - Metro WiFi Splash Page & Customer Portal	n/a	\$ 4,000.00	\$ 4,000.00
50	Install	Installation- Access Points	n/a	\$ 150.00	\$ 7,500.00
<b>One-Time Charge Grand Total:</b>					<b>\$ 11,500.00</b>

Locations	Address	Backhaul Mbps	Backhaul Type	Managed WiFi Package	AP Count
Cox Metro Hotspot - City WiFi	Various Location in the Tucson Metro	25	Hotspot	N/A	80
BGC Frank & Edith Morton Clubhouse	3155 E Grant Rd, Tucson, AZ 85716	100	CBI	Standard	2
BGC Holmes Tuttle Clubhouse	2585 E 36th Street, Tucson, AZ 85713	100	CBI	Standard	2
BGC Jim & Vicki Click Clubhouse	1935 S Columbus Blvd, Tucson, AZ 85711	100	CBI	Standard	2
BGC Mission Park	5901 S Santa Clara, Tucson, AZ 85706	100	CBI	Standard	2
BGC Steve Daru Clubhouse	1375 N El Rio Drive, Tucson, AZ 85745	100	CBI	Standard	2
Canoa Preserve Park	3500 S. Camino de la Canoa, Green Valley, AZ 85614	100	CBI	Standard	2
Thomas Jay Regional Park	6465 S. Craycroft Rd, Tucson, AZ 85706	100	CBI	Standard	2
Summit Park	1800 E. Summit St., Tucson, AZ 85706	50	CFI	Standard	2
W. Anne Gibson-Esmond Station Libray	10931 E. Mary Anne Cleveland Way, Tucson, AZ 85747	50	CFI	Standard	1
Southest Regional Park	11296 S. Harrison Rd, Tucson, AZ 85747	50	CFI	Standard	2
Tucson House	1501 N Oracle Rd., Tucson, AZ 85745	100	CBI	Standard	2
Oro Valley Public Library	1305 W. Naranja Dr, Oro Valley, AZ 85738	50	Type II*	Standard	4
Denny Dunn Park	4400 W. Massingale Rd. Tucson, AZ 85741	50	Type II*	Standard	2
Southwest Library	6855 S. Mark Rd., Tucson, AZ 85757	50	Type II*	Standard	2
Wheeler Taft Abbott Sr. Library	7800 N. Schisler Dr. ,Tucson, A85743	50	Type II*	Standard	2
Three Points Veterans Memorial Neighborhood Park	10211 South Sasabe Highway, Tucson, AZ 85736	50	Type II**	Standard	1
Altar Valley Middle School	16350 W. Ajo Hwy #2126, Tucson, AZ 85735	50	Type II**	Standard	6
Old Tucson	201 S. Kinney Rd., Tucson, AZ 85735	50	Type II**	Standard	2
Tucson Mountain Park	6000 W. Gates Pass Rd., Tucson, AZ 85745	50	Type II**	Standard	2
Desert Museum	2021 N Kinney Rd., Tucson, AZ 85743	50	Type II**	Standard	2
Dewhirst-Catalina Library	15631 N. Oracle Rd. #199, Catalina, AZ 85739	50	Type II***	Standard	2
Catalina Neighborhood Park	16562 N. Oracle Rd., Catalina, AZ 85739	50	Type II***	Standard	2
Picture Rocks Community Center	6691 N. Sandario Rd., Tucson, AZ 85743	50	Type II***	Standard	2
				<b>Total APs</b>	<b>130</b>

**Service Start Date:** Upon installation of service at each site.

**Service End Date:** 36 months post installation of site.

**Term:** This is a 36 month term.



*Estimated tax, 25% (Federal Universal Service Fund).*

Cox acknowledges and agrees, and further notes that Cox's obligations under the Contract will be expressly contingent upon approval by USAC, and/or any other applicable state or federal funding organization, of appropriation(s) sufficient to cover the costs of the Cox services, including, but not limited to, both the monthly and upfront special construction costs, if any. The parties expressly acknowledge and agree that Cox will have no obligation to begin, complete, or deliver services until adequate funding and appropriations have been secured for the applicable term. The County will use diligent and commercially reasonable efforts to secure the necessary funding as agreed to by the parties for each applicable year of the term of the contract, and the parties agree to cooperate in good faith to that end. If, however, the County is denied or loses funding for any reason, including but not limited to having its funding rescinded for defects in its application or filing of forms, or if County does not request enough funding to cover full payment for services including for applicable taxes, fees, and surcharges, the County is responsible for full payment to Cox for all services, and applicable one-time charges, and Cox may elect to decrease or discontinue the level of services provided to the County if full payment is not received. Further, as clarification, the County is always responsible for payment in full for any ECF ineligible Services or charges. The parties will negotiate in good faith to determine which County locations Cox will turn-up for the next fiscal year. Upon reaching such agreement, the parties shall cooperate in good faith to secure the necessary funding through USAC, and/or other state or federal funding agencies.

*\*/\*\*/\*\* Pricing conditioned on completion of final site survey. Pricing conditioned on provider obtaining all 3rd party approvals and permits.*

In the event that Pima County Public Library desires to move services, add new services or locations, and/or make other changes to the services, Cox will negotiate in good faith to reach an agreement. Additional costs may apply.



This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at [www.cox.com/internetdisclosures](http://www.cox.com/internetdisclosures). Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

<b>Customer Authorized Signature</b>	<b>&lt;&lt;Cox Entity &gt;&gt;</b>
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

**1. E911 Services** FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

**2. Service Start Date and Term** The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

**3. Termination** Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

**4. Payment** Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

**5. Service and Installation** Cox shall provide Customer with the Services identified above in the Service Terms and may also

provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

**6. General Terms** The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

**7. LIMITATION OF LIABILITY** IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

**8. WARRANTIES** EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

**9. Public Performance** If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 2200000000000000109

MA Version: 1

Page: 1 of 2

Description: Hotspots Around Town

<b>I S S U E R</b>	<p>Pima County Procurement Department 150 W. Congress St. 5th Fl Tucson AZ 85701</p> <p><b>Issued By:</b> TROY MCMASTER <b>Phone:</b> 5207248728 <b>Email:</b> troy.mcmaster@pima.gov</p>
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<b>T E R M S</b>	<p><b>Initiation Date:</b> 03-15-2022 <b>Expiration Date:</b> 03-14-2025</p> <table border="1" style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding: 2px;"><b>NTE Amount:</b></td> <td style="padding: 2px;"><b>\$800,000.00</b></td> </tr> <tr> <td style="padding: 2px;"><b>Used Amount:</b></td> <td style="padding: 2px;"><b>\$0.00</b></td> </tr> </table>	<b>NTE Amount:</b>	<b>\$800,000.00</b>	<b>Used Amount:</b>	<b>\$0.00</b>
<b>NTE Amount:</b>	<b>\$800,000.00</b>				
<b>Used Amount:</b>	<b>\$0.00</b>				

<b>V E N D O R</b>	<p><b>Cox Communications Arizona LLC</b> <b>PO Box 53249</b> <b>Phoenix AZ 85072-3249</b></p>	<p><b>Contact:</b> Dan Nevels <b>Phone:</b> 520-867-7426 <b>Email:</b> Dan.Nevels@cox.com <b>Terms:</b> 0.00 % <b>Days:</b> 30</p>
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<p><b>Shipping Method:</b> Vendor Method</p> <p><b>Delivery Type:</b></p> <p><b>FOB:</b> FOB Dest, Freight Prepaid</p> <p><b>Modification Reason</b> This Master Agreement is for an initial term of three (3) years in the award amount of \$800,000.00 (including sales tax) and includes two (2) one-year renewal options in the annual award amount of \$260,000.00 (including sales tax). Attachment: Offer Agreement</p>
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**This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.**



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000109

MA Version: 1

Page: 2 of 2

Line	Description					
1	Installation - Metro WiFi Splash Page & Customer Portal					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$4,000.00			
2	Installation - Access Points					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$150.00			
3	Internet - Cox Business Internet (CBI) 100Mbps x 20Mbps					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$130.00			
4	Internet - Cox Fiber Internet (CFI) 50Mbps x 50Mbps					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$390.00			
5	Internet - Type II Internet 50Mbps x 50Mbps					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1,260.00			
6	Internet - Standard Managed WiFi Package - 2 APs included					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$190.00			
7	Internet - Additional APs (3+) per AP					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$55.00			
8	Internet - Cox Metro Hotspot - City WiFi					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$25.00			
9	Managed WiFi Equipment - vmEdge HP Pro-Desk 400 G4 (leased)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
10	Managed WiFi Equipment - WS-C3560CX-8PC-S (leased)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
11	Managed WiFi Equipment - Ruckus/ZoneFlex T310D (leased)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			
12	Managed WiFi Equipment - Ruckus/ZoneFlex T310S (leased)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$0.00			