

BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award	Requested Board Meeting Date: 01/24/2023				
* = Mandatory, information must be provided	or Procurement Director Award:				
*Contractor/Vendor Name/Grantor (DBA):					
AT&T Corp. (Headquarters: Bedminster, NJ)					
*Project Title/Description:					
911 Managed Services					
*Purpose:					
Award: Master Agreement No. MA-PO-23-096. This M	aster Agreement commences on January 9, 2023 and will terminate on June 20, 2026 in				

*Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative procurement authorized, for Requisition No. 23-084, the Procurement Director approved the use of State of Arizona and AT&T Corp. Master Agreement Award CTR055782, effective June 21, 2021, which was awarded through competitive procedures reasonably similar to those set forth by Pima County Procurement Code.

the not-to-exceed contract amount of \$1,500,000.00. Administering Departments: Information Technology and Sheriff Department.

PRCUID: 470699

Attachment: Participation Agreement.

*Program Goals/Predicted Outcomes:

Participation in the State of Arizona 911 Managed Services Program enables Pima County and the Sheriff Department access to a centralized 911 communications system which will include cost saving, improved infrastructure capacity.

*Public Benefit:

911 communication services will give up-to-date technologies and equipment for the safety of public and the employees. Centralization will allow for improved performance.

*Metrics Available to Measure Performance:

Onsite support through installation and testing phases of implementation. 24/7 level support, immediate telephone responses. Annual maintenance and warranty services.

*Retroactive:

Yes, to offset delays in contract negotiation and to avoid delaying the 9-1-1 system deployment needed by all 9-1-1 centers including Pima County.

To: COB 01-13-23" Addendum

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Vers: 1

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: <u>MA</u>	Department Code: <u>PO</u>	: :	Contract Number (i.e., 15-123): <u>23-096</u>	
Commencement Date: 1/9/2023	Termination Date: <u>6/20</u>	Prior Contract Number (Synergen/CMS):		
Expense Amount \$ <u>1,500,000.00</u> *		Revenue	Amount: \$	
*Funding Source(s) required: General F	und	+1.		
Funding from General Fund?	O No If Yes	\$	% <u>100</u>	
Contract is fully or partially funded with	Federal Funds? C Ye	s 🧭 No		
If Yes, is the Contract to a vendor or so	ubrecipient?	•		
Were insurance or indemnity clauses mo If Yes, attach Risk's approval.	odified? O Ye	s 🖲 No		
Vendor is using a Social Security Number If Yes, attach the required form per Admini		s © No		
Amendment / Revised Award Informa	ation_	· ·		
Document Type:	Department Code:		Contract Number (i.e., 15-123):	
Amendment No.:		AMS V	ersion No.:	
Commencement Date:		New T	ermination Date:	
	•	Prior C	Contract No. (Synergen/CMS):	
O Expense O Revenue O Increa	ase O Decrease	Д тош	nt This Amendment: \$	
Is there revenue included?	O No If Yes \$,	
*Funding Source(s) required:	_			
Funding from General Fund? C Yes	No If Yes \$		%	
Grant/Amendment Information (for	grants acceptance and aw	ards)	O Award O Amendment	
Document Type:	Department Code:		Grant Number (i.e., 15-123):	
Commencement Date:	Termination D	ate:	Amendment Number:	
Match Amount: \$		Revenue	Amount: \$	
*All Funding Source(s) required:				
<u> </u>				
*Match funding from General Fund?		'es \$	<u> </u>	
*Match funding from other sources? *Funding Source:	O Yes O No If \	/es \$		
*If Federal funds are received, is fund	ding coming directly from	the Federal g	government or passed through other organization(s)?	
Contact: Procurement Officer, B	randon Morgan Digitally signed by	Brandon Morgan 11:42:07 -07'00'	Acting Division Manager, Troy McMaster Disputs signed by Troy McMaster Disputs September 120	
Department: Acting Procurement Direct	ctor, Ana Wilber 🗼 🖂 🗀 🗓 🗀 bab	tally signed by Ana Wilber e: 2023.01.12 12:07:17 -07'00	Telephone: 520.724.9510	
	ric Nanos 🐰	Digitally signed l Date: 2023.01.12	by Chris Nanos : 16:34:58 -07'00' Date:	
Deputy County Administrator Signature:	A SHE		Date: // 13/2323	
County Administrator Signature:	(dely		Date: 113 7023	

PCS ID:20230112-014

Pima County Procurement Department

Administering Department: Information Technology

Project: 911 Managed Services

Contractor: AT&T Corp.

One AT&T Way

Bedminster, NJ 07921

Amount: \$1,500,000.00

Contract No.: MA-PO-23-096

Funding: General Fund

PARTICIPATION AGREEMENT

This Participation Agreement (the "PA"), dated January 9, 2023 (the "PA Effective Date"), is by and between AT&T Corp. ("AT&T" or "Contractor") and Pima County, Arizona, a political subdivision of the State of Arizona (the "County"). Capitalized terms not defined herein have the meanings ascribed to them in the Master Contract.

1. Background.

1.1 <u>Master Contract.</u> AT&T Corp. ("AT&T" or "Contractor") and the State of Arizona (the "State") entered into #CTR055782, dated June 21, 2021 (the "Master Contract") to purchase certain AT&T products and services (collectively, the "Services"). pursuant to which they agreed, among other things, that authorized Arizona local government entities, among others, can purchase various products and services from AT&T (collectively, the "Services").

1.2 Authorization.

- 1.2.1 <u>State</u>. Pursuant to the Master Agreement, a governmental entity with which the State has a cooperative purchasing agreement may, with Contractor's approval, purchase Services under the Master Contract pursuant to the terms and conditions of the Master Contract as may be modified in this PA.
- 1.2.2 Pima County. The County is authorized by Pima County Code §11.24.010 and A.R.S. §41-2632 to enter into cooperative purchasing arrangements such as the Master Contract, and the County has entered into such a cooperative purchase agreement with the State (County contract no. CTR055782).
- 1.2.3 Contractor. AT&T authorizes the County to participate in the Master Contract pursuant to the terms and conditions of this PA) (at times, the Master Contract and this PA are referred to together as the "Agreement").

AT&T Corp.

- 1.3 <u>Purpose</u>. The County intends to purchase certain 911 Managed Services available under the Master Contract..
- 2. Term. The term of this PA commences on the Effective Date and will terminate on the earlier of June 20, 2026 or upon termination of the Master Contract. Any renewals of this PA must be made by mutual agreement between AT&T and the County. June 20, 2026

Contract No.: MA-PO-23-096 Page 1 of 4

3. Compensation and Payment.

- 3.1 Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this PA, including any sales taxes, may not exceed \$1,500,000.00 (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 PA to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 3.2 Invoice Submittal. Invoices are to be sent to:

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

4. Payment Obligations.

- **4.1 County's Obligations.** The County acknowledges and agrees that it is bound by the terms and conditions of the Agreement including, without limitation, the obligation to pay AT&T for Services rendered.
- **4.2 State's Payment Obligations.** The County expressly acknowledges and agrees that the State has no obligation to pay for any amounts incurred through the PA.
- **5. Insurance.** Insurance issues are governed by the Master Contract.
- **6. Notice.** Any notice required or permitted to be given under this PA must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County: Contractor:

Terri Spencer, Procurement Director
Pima County Procurement
150 W Congress, 5th Floor
Tucson, AZ 85701
520.724.3722
terri.spencer@pima.gov

Jeff Reeve, Sales Executive
AT&T Motorola
One AT&T Way
Bedminster, NJ 07921
714.227.1268
Ju7072@Att.com

- 7. Forced Labor of Ethnic Uyghurs. Pursuant to A.R.S. § 35-394 if Contractor engages in forprofit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.
- **8. Amendment.** The parties may modify, amend, alter or extend this PA only by a written amendment signed by the parties.
- **9. Entire Agreement.** This document and all references within constitute the entire agreement between the parties pertaining to the subject matter it addresses, and this PA supersedes all prior or contemporaneous agreements and understandings, oral or written.

Contract No.: MA-PO-23-096 Page 2 of 4

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Contract No.: MA-PO-23-096 Page 3 of 4

IN WITNESS WHEREOF, the parties have approved this PA agree to be bound by its terms and conditions as of the Effective Date.

PIMA COUNTY	AT&T CORP.			
	Veronica Danao			
Chair, Board of Supervisors	Authorized Officer Signature			
	Veronica Danao Contract Specialist, as signatory for AT&T			
Date	Printed Name and Title			
	12 January 2023			
	Date VK176A			
ATTEST				
Clerk of the Board				
Date				
APPROVED AS TO FORM				
	<u> </u>			
Deputy County Attorney				
Rachelle Barr	1/12/2023			
Print DCA Name	Date			

Contract No.: MA-PO-23-096 Page 4 of 4

Quote Summary

The City of Tucson and PCSO - Self Funded



Account Manager Jeff Reeve

VERSION 4.7 P III

VECC

CHaaS

Motorola (21) VESTA IWS Positions

Phone 714-227-1268 Email ju7072@att.com

DATE 1/10/2023

Exhibit "A"	Tier 3
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VESTA (21) Positions (Tab: AT&T CHaaS, Row 56 and 57)	
Total Non-Recurring Charge:	\$ 58,543.80
Total Monthly Recurring Charge:	\$ 14,466.90
60 MONTH TOTAL:	\$ 926,557.80
UPS for Front Room (Tab: Options, Row 41 and 42)	
Total Non-Recurring Charge:	\$ 20,183.10
Total Monthly Recurring Charge:	\$ 193.20
60 MONTH TOTAL:	\$ 31,775.10
VESTA Map Local (Tab: Options (2), Row 19 and 20)	
Total Non-Recurring Charge:	\$ 3,082.80
Total Monthly Recurring Charge:	\$ 2,291.00
60 MONTH TOTAL:	\$ 140,542.80
Citizen Input/Smart Transcription - (Tab: Options, Row 10 and 11)	
Total Non-Recurring Charge:	\$ 3,082.80
Total Monthly Recurring Charge:	\$ 4,277.70
60 MONTH TOTAL:	\$ 259,744.80
SUB-TOTAL For CHaaS:	\$ 1,358,620.50
NON-RECURRING GRAND TOTAL:	\$ 84,892.50
MONTHLY RECURRING GRAND TOTAL:	\$ 21,228.80
60 MONTH GRAND TOTAL / To Be Paid in Full:	\$ 1,358,620.50
Quote Valid For 120 Days	

Notes:

Prices quoted here reflect the pricing, terms and conditions set forth in that certain contract between AT&T and the State of Arizona, #CTR055782, dated June 18 2021 (the "Contract"). The terms and conditions set forth in the Contract apply to all orders placed pursuant to this quote. Unless agreed upon by both parties in writing, any contractual terms and conditions placed in the corresponding Order are deemed void and do not apply.

- 1. This quote is for a CHaaS VESTA system with (21) IWS Positions, (0) Laptop Position, (0) docking station, and (0) IP phone.
- 2. This quote includes (21) 24" wide screen monitors.
- 3. This quote DOES NOT INCLUDE VESTA Analytics.
- 4. This quote includes VESTA Map Local for (21) positions.
- 5. This quote includes (21) 4-Port KVMs.
- 6. This quote includes (21) 48-button Genovation keypads.
- 7. This quote Includes UPS; Backroom (0) and for front room (21) positions
- 8. This quote includes Motorola's managed services.
- 9. This quote includes Citizen Input/Smart Transcription service. Internet service is required.
- 10 This quote includes Enhanced Data Window service. There is no additional IWS position charge when added to a system with EDW.
- 11 This quote includes Abandoned Callback service. There is no additional IWS position charge when added to a system with Abandoned Callback.
- 12. This quote DOES NOT include VESTA Analytics.
- 13. This quote is referenced as "Exhibit A" to the Pima Co AZ / AT&T Participation Agreement.



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

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Description: 911 Managed Services

Pima County Procurement Department

s 150 W. Congress St. 5th FI

S Tucson AZ 85701

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Issued By: BRANDON MORGAN

Phone: 5207249510

Email: brandon.morgan@pima.gov

Initiation Date: 01-09-2023

Expiration Date: 06-20-2026

NTE Amount: \$1,500,000.00

Used Amount: \$0.00

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	AT&T CORP	Contact:	ELVIA H NAVARRO	
E	PO BOX 5094 CAROL STREAM IL 60197-5094	Phone: 520-351-6256		
N		Email:		
D		Terms:	0.00 %	
0		Days:	30	
R				

Shipping Method: Vendor Method

Delivery Type:

FOB: FOB Dest, Freight Prepaid

Modification Reason

This Master Agreement commences on January 9, 2023 and will terminate on June 20, 2026 in the not-to-exceed contract amount of \$1,500,000.00.

Attachment: Participation Agreement and Exhibit A AT&T Quote.

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 soliciation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 230000000000000000 MA Version: 1 Page: 2 of 2

Line	Description						
1	Tier 3 Motorola VESTA CH Discount 0.0000 %	aaS (NRC: Per Sea UOM EA	at) Unit Price \$336.30	Stock Code	VPN	MPN	
2	Tier 3 Motorola VESTA CH Discount 0.0000 %	aaS - AT&T Projec UOM EA	t Management, In Unit Price \$2,451.50	sta Stock Code	VPN	MPN	
3	Tier 3 Motorola VESTA CH Discount 0.0000 %	aaS (MRC: Per Sea UOM EA	at) Unit Price \$576.70	Stock Code	VPN	MPN	
4	Tier 3 Motorola VESTA CH Discount 0.0000 %	aaS - AT&T Projec UOM EA	t Management, In Unit Price \$112.20	sta Stock Code	VPN	MPN	
5	Tier 3 Motorola VESTA CH (Line 3 and Line 4) Discount 0.0000 %	aaS Monthly UOM MO	Unit Price \$14,466.90	Stock Code	VPN	MPN	
6	Position UPS (NRC: Per Un Discount 0.0000 %	nit) UOM EA	Unit Price \$961.10	Stock Code	VPN	MPN	
7	Position UPS (MRC: Per U Discount 0.0000 %	nit) UOM EA	Unit Price \$9.20	Stock Code	VPN	MPN	
8	Position UPS Monthly (Lin Discount 0.0000 %	e 7) UOM MO	Unit Price \$193.20	Stock Code	VPN	MPN	
9	At the Time of Installation, Discount 0.0000 %	Hosted VESTA Ma UOM EA	ap Local (NRC: Pe Unit Price \$146.80	Stock Code	VPN	MPN	
10	At the Time of Installation, Discount 0.0000 %	Hosted VESTA Ma UOM EA	ap Local (MRC: Pe Unit Price \$105.60	Stock Code	VPN	MPN	
11	At the Time of Installation, Discount 0.0000 %	Hosted VESTA Ma UOM EA	ap Local (MRC: Pe Unit Price \$73.40	Stock Code	VPN	MPN	
12	Time of Installation, Hoste Discount 0.0000 %	d VESTA Map Loc UOM MO	al Mnly LN 10&11 Unit Price \$2,291.00	Stock Code	VPN	MPN	
13	Citizen Input/Smar Transci Discount 0.0000 %	ription (NRC: Per \$ UOM EA	Seat) Unit Price \$146.80	Stock Code	VPN	MPN	
14	Citizen Input/Smar Transcr Discount 0.0000 %	ription (MRC: Per s UOM EA	Seat) Unit Price \$203.70	Stock Code	VPN	MPN	
15	Citizen Input/Smar Transci Discount 0.0000 %	ription Monthly (Li UOM MO	ne 14) Unit Price \$4,277.70	Stock Code	VPN	MPN	