



## Uniform Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-00005819**  
Description: **Network Equipment and Services**

person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

#### 4. Costs and Payments

- 4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.



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## 4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

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

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

## 5. **Contract Changes**

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

## 6. **Risk and Liability**

6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until



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received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall



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make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### 7. Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully



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performed and satisfied at the expiration or termination of this Contract.

### 8. State's Contractual Remedies

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

#### 8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### 9. Contract Termination

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.



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- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
10. **Contract Claims**  
All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
11. **Arbitration**  
The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).
12. **Comments Welcome**  
The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona, 85007.

Discounts are listed as a % off list price.	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>WWT</u>	<u>ALTURA</u>
Adtran					20%		
Aerohive Networks *				35.00%			
Alien Vault							
APC							
Arista	30%				35%		
Aruba		40.0%		37%	30%		
Avaya							43%
Bridgeworks	15%						
Brocade	51%/ LAN HW/SW 17.5% SDN HW/SW	50.0%		51.00%	51%	51%	
Check Point				25.00%			
Cisco	46%	41.1%	46%	40.25%		41.6%	
Citrix	10%						
Cloudistics	15%						
CradlePoint					18%		
Dell	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)			14.00%			
EtherWan					20%		
Extreme Networks	43%	42.0%					
F5 Networks	30%	11.5%					
HP Enterprise	44%	40.0%		44.00%	44%	44%	44%
Juniper Networks	50%			50.00%	50%		50%
Mellanox	20%						
Meraki							
Moxa					15%		
NetApp				1.00%			
RiverBed	25%						
RSA Security							
Ruggedcom					10%		
SmartNet							
Talari					30%		
VMWare	17%						

	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>WWT</u>	<u>ALTURA</u>
Adtran					20%		
Aerohive Networks *				35.00%			
APCON	15%				15%		
Arista	30%				35%		
Aruba		40.0%		37.00%	30%		
Avaya							43%
Bridgeworks	15%						
Brocade	51%/ LAN HW/SW 17.5% SDN HW/SW	50.0%		51.00%	51%	51%	
Check Point				25.00%			
Ciena						44%	
Cisco	46%	41.1%	46%	40.25%		41.6%	
Citrix	10%						
Cloudistics	15%						
CradlePoint					18%		
Dell	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)	43.0%		43.00%			
EtherWan					20%		
Extreme Networks	43%	42.0%					43%
F5 Networks	30%	11.5%					
HP Enterprise	44%	40.0%		44.00%	44%	44%	44%
Juniper Networks	50%			50.00%	50%		50%
Moxa					15%		
NetApp	All HW/SW CATS (except C, D & K) = 41% off HW/SW CATS C (3rd party) = 0% HW/SW CATS D, K = 20%			1.00%			
RiverBed	25%						
Ruggedcom					10%		
Talari					30%		
VMWare	17%						



	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>wwt</u>	<u>ALTURA</u>
Adtran					20%		
Aerohive Networks *				35.00%			
Aruba		40.0%		37.00%	30%		25%
Avaya							43%
Brocade					51%		
Cisco	46%	41.1%	46	40.25%		41.6%	
Dell	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)	31.0%		31.00%			
Extreme Networks		42.0%					43%
HP Enterprise	44%	40.0%		44.00%	44%	44%	44%
Juniper Networks				50.00%	50%		50%
Moxa					15%		

	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>wwt</u>	<u>ALTURA</u>
A10					10%		
Adtran					20%		
Aerohive Networks *				35.00%			
Alien Vault							
APCON	15%				15%		
Arista					35%		
Aruba		40.0%			30%	UNDER HP	
Avaya							43%
BeyondTrust	15%						
Blue Cat					16%		
Brocade				51.00%			
CA **				20.00%			
Check Point				25.00%			
Cisco	46%	41.1%	46%	40.25%		41.6%	
Citrix	10%	25.0%			25%		
Cloudcheckr	2%						
Corvil					5%		
Cylance	39%						
DarkTrace	10%						
Dell		23.0%		23.00%			
EMC			38%				
Exbeam	15%						
F5 Networks	30%	11.5%	23%				
Forcepoint	5%						
Fortinet	47%						
Gemalto	10%				10%		
HP Enterprise		40.0%		44.00%	44%	44%	44%
Imperva						40%	
IPVision						10%	
Juniper Networks	50%			50.00%	50%		50%
KnowB4	10%						
Liquidware	15%						
McAfee						20%	
NetApp				15.00%			
Netskope	15%						
Nutanix							
Palo Alto	35%		35%	30.00%	25%	35%	
PhishMe	10%						
Plixer	2%						
ProofPoint	25%	25.0%			25%		
Pulse Secure					45%		
RiskSense	15%				15%		
RiverBed							
RSA Security	10%						
SkyHigh	10%						
Sophos	20%						
Splunk	10%						
Symantec	20%					15%	
Tanium					10%	10%	
Thales						5%	
Trusona					5%		
vARMOR	10%						
Varonis	15%						
VMWare			10%			18%	

	cStor	CDW-Gov	Ctrace3	insight	ENS	WWT	ALTURA
A10					10%		
Adtran					20%		
Aerohive Networks *				35.00%			
Alien Vault	10%						
APC							
APCON	15%				15%		
Arista					35%		
Aruba		40.0%		37.00%	30%	UNDER HP	
Avaya							43%
Axis Communications					15%		
BeyondTrust	15%						
Blue Cat					16%		
Brocade				51.00%	51%		
CA **				20.00%			
Check Point				25.00%			
Ciena						35%	
Cisco	46%	41.1%	46%	40.25%		41.6%	
Citrix	10%	25.0%			25%		
Commvault	20%						
Corvil					5%		
Dell	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)			8.00%			
EMC	38%		38%				
ExaGrid					30%		
ExtraHop	10%						
Extreme Networks		42.0%					43%
FS Networks	30%	11.5%					
Fortinet	47%						
Genetec					15%		
Guidance Software					15%		
HP Enterprise	44%	40.0%		44.00%	44%	44%	44%
Indeni					10%		
Infoblox			15%				
Ipcelerate							6%
IPVision						10%	
Juniper Networks	50%			50.00%	50%		50%
McAfee						20%	
Moxa					15%		
NetApp	All HW/SW CATS (except C, D & K) = 41% off HW/SW CATS C (3rd party) = 0% HW/SW CATS D, K = 20%			15.00%			
NetBrain					10%		
Netskope	15%						
Nimble					35%		
Nutanix				10.00%			
Palo Alto	35%		35%				
Proofpoint					25%		
Proofpoint		25.0%					
Puppetlabs	10%						
RADware	20%						
Recordex					20%		
RedSeal					25%		
RiskSense					15%		
RiverBed			35%				
ScienceLogic					10%		
Sequris				12.00%			
Solar Winds-Orion	10%					10%	
Sophos	20%						
Splunk	10%				15%		
Symantec	20%					15%	
Tanium					10%	10%	
Trend Micro	30%						
Ulla					10%		
Varonis	15%						
Veeam	20%						
Viavi					10%		
VMTurbo	20%						
VMWare		18.0%	10%		15%	18%	
X-IO Technologies					15%		
Zerto	10%						

	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>WWT</u>	<u>ALTURA</u>
A10					10%	38%	
Adtran					20%		
APCON	15%				15%		
Aruba		40.0%		37.00%		UNDER HP	
Avaya							43%
AVI					10%		
Axis Communications					15%		
BlueCat						16%	
Brocade				51.00%			
Ciena						20%	
Cisco		41.1%	46%	40.25%		41.6%	
Citrix	10%	25.0%			25%		
Cloudistics	15%						
Dell		8.0%		8.00%			
ExaGrid					30%		
F5 Networks	30%	11.5%	23%			23%	
Genetec					15%		
Guidance Software					15%		
Hitachi Data Systems		15.0%					
HP Enterprise		40.0%		44.00%	44%	44%	44%
Indeni					10%		
Infoblox	15%		15%			15%	
Juniper Networks				50.00%			50%
Liquidware	15%						
Moxa					15%		
NetApp				8.00%			
NetBrain					10%		
Netskope	15%						
Nimble					35%		
Nutanix				10.00%	25%		
Palo Alto			35%				
Polycom				15.00%			
RiverBed	25%		35%				
ScienceLogic					10%		
Vbrick						10%	
Veeam						10%	
Viavi					10%		
VMware					15%		
X-IO Technologies					15%		
Zerto	10%						

	<u>cStor</u>	<u>CDW- Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>WWT</u>	<u>ALTURA</u>
Adtran					20%		
Aruba						UNDER HP	
Avaya							43%
AVST							35%
Calabrio						30%	23%
Cisco	46%	41.1%	46%	40.25%		41.6%	
Dell		3.0%		3.00%			
HP Enterprise				44.00%		44%	
ISI						20%	
Polycom				15.00%			29%
School Messenger						13%	
Shoretel		35.0%			35%		
Spectralink							25%
SPOK							15%
Syn-Apps						5%	

	<u>cStor</u>	<u>CDW-Gov</u>	<u>Ctrace3</u>	<u>insight</u>	<u>ENS</u>	<u>WWT</u>	<u>ALTURA</u>
Alien Vault	10%						
APC							
Aruba		39.0%		37.00%		UNDER HP	
Avaya							43%
Brocade				51.00%		51%	
Check Point				25.00%			
Cisco	57% UCS S	41.1%	46%	40.25%		41.6%	
Cloudistics	15%						
Commvault	20%						
Data Direct Networks	50%						
Dell	S-Series, N Series, Z Series, C Series = 40%			3.00%			
EMC			38%			38%	
Extreme Networks							43%
F5 Networks						23%	
Forcepoint	5%						
HP Enterprise	44%	40.0%		44.00%		44%	44%
Juniper Networks				50.00%			50%
Liquidware	15%						
NetApp	All HW/SW CATS (except		42%	8.00%		41%	
Nimble	25%					5%	
Nutanix	30%	30.0%	30%	10.00%		30%	
Palo Alto						35%	
Pivot3	30%						
Pure	30%					37%	
Sequris				12.00%			
Simplivity	44%						
VCE						30%	
VMWare			10%		15%	18%	

Discounts are listed  
as a % off list price.

	Routing Devices	Switching Devices	Wireless Ethernet	Security Equipment & Solu	Monitoring & Management Solu	Other Network Centric Solu	Telephony	Multi-Function Solu
<b>Alien Vault</b>					10%			10%
<b>Arista</b>	30%	30%						
<b>BeyondTrust</b>				15%	15%			
<b>Bridgeworks</b>	15%	15%						
<b>Brocade</b>	51%/ LAN HW/SW 17.5% SDN HW/SW	51%/ LAN HW/SW 17.5% SDN HW/SW						
<b>Cisco</b>	46%	46%	46%	46%	46%		46%	57% UCS SKUS Only
<b>Citrix</b>	10%	10%		10%	10%	10%		
<b>Cloudistics</b>	15%	15%				15%		15%
<b>Commvault</b>					20%			20%
<b>Cylance</b>				39%				
<b>DarkTrace</b>				10%				
<b>Data Direct Networks</b>								50%
<b>Dell</b>	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)	HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)		HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)			HW/SW - S-Series, N Series, Z Series, C Series = 40% All other HW/SW cats 15% (other than noted above categories)
<b>EMC</b>					38%			
<b>Exbeam</b>				15%				
<b>ExtraHop</b>					10%			

## Discounts

<b>Extreme Networks</b>	43%	43%						
<b>F5 Networks</b>	30%	30%		30%	30%	30%		
<b>Fortinet</b>				47%	47%			
<b>Gemalto</b>				10%				
<b>HP Enterprise</b>	44%	44%	44%		44%			44%
<b>Infoblox</b>						15%		
<b>Juniper Networks</b>	50%	50%		50%	50%			
<b>KnowB4</b>				10%				
<b>Liquidware</b>				15%		15%		15%
<b>Mellanox</b>	20%							
<b>NetApp</b>		All HW/SW CATS (except C, D & K) = 41% off HW/SW CATS C (3rd party) = 0% HW/SW CATS D, K = 20%			All HW/SW CATS (except C, D & K) = 41% off HW/SW CATS C (3rd party) = 0% HW/SW CATS D, K = 20%			All HW/SW CATS (except C, D & K) = 41% off HW/SW CATS C (3rd party) = 0% HW/SW CATS D, K = 20%
<b>Netskope</b>				15%	15%	15%		
<b>Nimble</b>								25%
<b>Nutanix</b>								30%
<b>Palo Alto</b>				35%	35%			
<b>Pivot3</b>								30%
<b>Plixer</b>				2%				
<b>ProofPoint</b>				25%				
<b>Puppetlabs</b>					10%			
<b>Pure</b>								30%
<b>RADware</b>					20%			
<b>RiskSense</b>				15%				
<b>RiverBed</b>	25%	25%				25%		
<b>RSA Security</b>				10%				
<b>Simplivity</b>								44%



# Discounts

SkyHigh				10%				
Solar Winds-Orion					10%			
Sophos				20%	20%			
Splunk				10%	10%			
Symantec				20%	20%			
Trend Micro					30%			
vARMOR				10%				
Varonis				15%	15%			
Veeam					20%			
VMTurbo					20%			
VMWare	17%	17%						
Zerto					10%	10%		

\*Discounts provided are for both hardware & software categories.

## Engineer Rates

	Hourly Rate
<b>Engineer 1</b> - Basic rack and stack experience with limited field experience	\$36
<b>Engineer 2</b> - Working Engineer with field experience but limited unsupervised.	\$67
<b>Engineer 3</b> - Working Engineer with good field experience. Can do most tasks without supervision.	\$90

\*These services are not restricted to maintenance.

STATE OF ARIZONA PRICING (Discounts off List Price) by Manufacturer	
MFR	Professional Services
Alien Vault	0.00%
Arista	5.00%
Beyond Trust	0.00%
Bridgeworks	0.00%
Brocade	0.00%
Cisco	0.00%
Citrix	5.00%
Cloudistics	0.00%
CommVault	2.00%
Cylance	10.00%
Data Direct Networks	0.00%
Dell	0.00%
EMC	5.00%
ExtraHop	0.00%
Extreme Networks	0.00%
F5	0.00%
Fortinet	0.00%
Gemalto (formerly Safenet)	0.00%
HP	0.00%
Infoblox	0.00%
Juniper	10.00%
Liquidware	0.00%
Mellanox	0.00%
NetApp	0.00%
Netskope	0.00%
Nimble	5.00%
Nutanix	5.00%
PaloAlto	0.00%
Pivot3	15.00%
Puppet Labs	0.00%
Pure	5.00%
Radware	5.00%
Riverbed	5.00%
RSA Security (Parent EMC)	2.00%
Simplivity	5.00%
SolarWinds	0.00%
Sophos	5.00%
Splunk	1.25%
Symantec	0.00%
Trend Micro	5.00%
Varonis	5.00%
vArmour	5.00%
Veeam	0.00%
VMTurbo	0.00%
VMWare	0.00%
Zerto	0.00%

## Maintenance

Maintenance Pricing	Yearly Cost
Maintenance and Support - Year 1	Note that maintenance & support costs per year greatly vary by product and solution for each specific manufacturer. cStor will be able to provide annual support costs when a final Bill of Materials is selected by the ordering entity/client. - See below for discount off list price support/maintenance per manufacturer.
Maintenance and Support - Year 2	Note that maintenance & support costs per year greatly vary by product and solution for each specific manufacturer. cStor will be able to provide annual support costs when a final Bill of Materials is selected by the ordering entity/client. - See below for discount off list price support/maintenance per manufacturer.
Maintenance and Support - Year 3	Note that maintenance & support costs per year greatly vary by product and solution for each specific manufacturer. cStor will be able to provide annual support costs when a final Bill of Materials is selected by the ordering entity/client. - See below for discount off list price support/maintenance per manufacturer.
Maintenance and Support - Year 4	Note that maintenance & support costs per year greatly vary by product and solution for each specific manufacturer. cStor will be able to provide annual support costs when a final Bill of Materials is selected by the ordering entity/client. - See below for discount off list price support/maintenance per manufacturer.
Maintenance and Support - Year 5	Note that maintenance & support costs per year greatly vary by product and solution for each specific manufacturer. cStor will be able to provide annual support costs when a final Bill of Materials is selected by the ordering entity/client. - See below for discount off list price support/maintenance per manufacturer.

STATE OF ARIZONA PRICING (Discounts off List Price) by Manufacturer	
MFR	Maint/Support
Alien Vault	10.00%
Arista	5.00%
Beyond Trust	15.00%
Bridgeworks	10.00%
Brocade	5.00%
Cisco	5.00%
Citrix	5.00%
Cloudistics	15.00%
CommVault	2.00%
Data Direct Networks	0.00%
Dell	5.00%
EMC	5.00%
ExtraHop	0.00%
Extreme Networks	5.00%
F5	5.00%
Fortinet	5.00%
Gemalto (formerly Safenet)	5.00%
HP	5.00%
Infoblox	5.00%

## Maintenance

Juniper	10.00%
Liquidware	15.00%
Mellanox	5.00%
NetApp	15.25%
Netskope	2.00%
Nimble	5.00%
Nutanix	5.00%
PaloAlto	5.00%
Pivot3	15.00%
Puppet Labs	5.00%
Pure	5.00%
Radware	5.00%
Riverbed	5.00%
RSA Security (Parent EMC)	5.00%
Simplivity	5.00%
SolarWinds	0.00%
Sophos	5.00%
Splunk	10.00%
Symantec	0.00%
Trend Micro	5.00%
Varonis	5.00%
vArmour	5.00%
Veeam	2.00%
VMTurbo	10.00%
VMWare	4.00%
Zerto	10.00%

## Training

Training (Hourly Rates)	1 - 10 Participants	11- 50 Participants
Initial Training on specific equipment that has been purchased.	Value Add - No Cost	Value Add - No Cost
"As needed" Training on specific equipment that has been purchased (e.g. New Hires, etc.)	<p>Note that training is available to be ordered by entities and clients as needed. Each noted manufacturer has a wide variety of training programs. Due to the vast amount of training programs that are available, cStor will work with the end user to best determine the route to determine training options. While some training is available at no cost, most training is for a fee.</p> <p>cStor will be able to provide training costs when a final Bill of Materials is selected by the ordering entity/client.</p>	<p>Note that training is available to be ordered by entities and clients as needed. Each noted manufacturer has a wide variety of training programs. Due to the vast amount of training programs that are available, cStor will work with the end user to best determine the route to determine training options. While some training is available at no cost, most training is for a fee.</p> <p>cStor will be able to provide training costs when a final Bill of Materials is selected by the ordering entity/client.</p>
Annual Training for up to fifty (50) participants	<p>Note that training is available to be ordered by entities and clients as needed. Each noted manufacturer has a wide variety of training programs. Due to the vast amount of training programs that are available, cStor will work with the end user to best determine the route to determine training options. While some training is available at no cost, most training is for a fee.</p> <p>cStor will be able to provide training costs when a final Bill of Materials is selected by the ordering entity/client.</p>	<p>Note that training is available to be ordered by entities and clients as needed. Each noted manufacturer has a wide variety of training programs. Due to the vast amount of training programs that are available, cStor will work with the end user to best determine the route to determine training options. While some training is available at no cost, most training is for a fee.</p> <p>cStor will be able to provide training costs when a final Bill of Materials is selected by the ordering entity/client.</p>

STATE OF ARIZONA PRICING (Discounts off List Price) by Manufacturer	
MFR	Training
Alien Vault	0.00%
Arista	0.00%
Beyond Trust	0.00%
Bridgeworks	0.00%
Brocade	0.00%
Cisco	0.00%
Citrix	0.00%
Cloudistics	0.00%
CommVault	2.00%
Data Direct Networks	0.00%
Dell	0.00%
EMC	0.00%
ExtraHop	0.00%
Extreme Networks	0.00%
F5	0.00%
Fortinet	0.00%
Gemalto (formerly Safenet)	0.00%
HP	0.00%
Infoblox	0.00%
Juniper	0.00%
Liquidware	5.00%
Mellanox	0.00%

NetApp	5.00%
Netskope	0.00%
Nimble	0.00%
Nutanix	0.00%
PaloAlto	0.00%
Pivot3	0.00%
Puppet Labs	0.00%
Pure	0.00%
Radware	5.00%
Riverbed	0.00%
RSA Security (Parent EMC)	0.00%
Simplivity	0.00%
SolarWinds	0.00%
Sophos	0.00%
Splunk	0.00%
Symantec	0.00%
Trend Micro	0.00%
Varonis	5.00%
vArmour	0.00%
Veeam	0.00%
VMTurbo	0.00%
VMWare	0.00%
Zerto	0.00%

**Pima County Procurement Department**  
**Administering Department: Information Technology**

**Project: Cisco and F5 Networking Equipment**

**Contractor: Escape Velocity Holdings, Inc. dba Trace3, LLC**  
**7565 Irvine Center Dr., #200, Irvine, CA 92618**  
**Ken Breitfield**  
**949-333-2300**  
**accountsreceivable@trace3.com**

**Amount: \$4,000,000.00**

**Contract No.: MA-PO-20-106**

**Funding: ITD-ISF Capital Projects**

## **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 Escape Velocity Holdings, Inc. dba Trace3, LLC ("Contractor")
- 1.2. Authority. Pima County is authorized by Pima County Code § 11.24.010 and A.R.S. § 41-2632 to enter into cooperative purchasing arrangements. Pima County has entered into such an agreement with State of Arizona.
- 1.3. Contract.
  - 1.3.1. State of Arizona entered into a contract (Contract No. ADSP016-137342) for specified goods and services with CDW Government, LLC, Custom Storage, Inc. dba CStor, Insight Public Sector, Inc., Escape Velocity Holdings, Inc. dba Trace3, and Worldwide Technology, LLC, which are leading providers of Technology Solutions ("Contractors"), which is currently in effect (the "State of Arizona Contract"). The State of Arizona Contract is attached to this Contract as Exhibit A (29 pages).
  - 1.3.2. Section E of the Special Terms and Conditions section of the State of Arizona Contract provides that another governmental entity with which 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. Purpose. The Pima County Information Technology Department is seeking to purchase networking infrastructure equipment to support ever-increasing application workloads and enhanced security requirements. New equipment is required to support lifecycle management and replacement of end of support equipment, along with increasing the number of users and devices connecting to the network.

2. **Term.**

2.1. Original Term. This Contract is effective for a one-year period commencing on 03/03/20 (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options

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").

3. **Scope of Services.** Contractor agrees to furnish Pima County the goods and/or services ("Goods & Services") described on Exhibit A: State of Arizona Contract (29 pages) to this Contract and at the prices set forth in Exhibit B: Network Equipment and Services Pricing (11 pages) and Exhibit C: Pricing (4 pages), under the terms and conditions of the State of Arizona Contract as modified by this Contract. The terms and conditions set forth in this Contract control over any inconsistent provisions in the State of Arizona Contract.

4. **Not-to-Exceed Amount.** Purchases under this Contract by the County may not exceed \$4,000,000.00 (the "NTE Amount"), which will be shared annually by multiple vendors.

5. **Indemnification Clause.** To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless Pima 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.

6. **Insurance Requirements.** 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.

6.1. 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. The Contractor is free to purchase additional insurance that required by the County. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the County's Insurance Requirements.

6.1.1. 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, personal/advertising injury and products - completed operations.



- 6.1.2. 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.
- 6.1.3. Workers' Compensation (WC) and Employers' Liability – Arizona Statutory requirements and Employers Liability coverage with policy limits of \$1,000,000 and each accident and each person – disease.
- 6.1.4. Professional Liability (Errors and Omissions) Insurance – The insurance is required by Pima County when Professional Liability or any other E&O coverage is excluded from the Contractor's CGL policy. The E&O policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
- 6.1.5. Network Security (Cyber)/Privacy Insurance – Coverage shall have minimum limits not less than \$2,000,000 Each Claim with a \$2,000,000 Annual Aggregate. The insurance shall include, but not be limited to, coverage 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.
- 6.1.6. Claims-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.
- 6.2. Additional Coverage Requirements: The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:
  - 6.2.1. Additional Insured – The General Liability and Business Automobile Liability Policies shall each be endorsed to include 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.
  - 6.2.2. Subrogation – The General Liability and 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.
  - 6.2.3. 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.

- 6.2.4. 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

6.3. Verification of Coverage:

- 6.3.1. Contractor shall furnish Pima County with certificates of insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.
- 6.3.2. 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.
- 6.3.3. 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.
- 6.3.4. 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.

- 6.4. 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.

7. **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.
8. **Compliance with Laws.** Contractor will comply with all applicable federal, state, and local laws, rules, regulations, standards and Executive Orders. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that any subcontractors will be appropriately licensed. 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. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.

10. **Non-Appropriation of Funds.** 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.

11. **Public Information.** Pursuant to A.R.S. § 39-121 et seq. all documents submitted to County by Contractor, 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. 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.

**12. Legal Arizona Workers Act Compliance.**

12.1. Compliance with Immigration Laws. Contractor hereby 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.

12.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

12.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

12.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 24 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract." CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's 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.

13. **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. If an order is given verbally, the County Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given.

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 NTE 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.

14. **Amendments.** The County may extend or revise this Contract by notifying Contractor in writing of the change, which notice will be in the form of a revised "Master Agreement." If Contractor does not object in writing to the proposed changes within ten (10) calendar days after receipt of the notice, Contractor will be deemed to have accepted the changes, and the revision will be binding on the parties, effective as of the date the notice was issued. If Contractor objects to one or more of the changes, then the proposed changes will be deemed to be ineffective.
15. **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.

16. **Invoice Submittal.** Invoices are to be sent to:

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

17. **Notices.** Notices regarding this Agreement should be addressed to:

**Pima County:**

Mary Jo Furphy, Procurement Director  
Pima County Procurement, 130 W. Congress, 3<sup>rd</sup> Floor, Tucson, AZ 85701  
520-724-8161, [Maryjo.furphy@pima.gov](mailto:Maryjo.furphy@pima.gov)

Dawn Dargan, Program Manager  
Pima County Information Technology Department, 33 N. Stone, 14<sup>th</sup> Floor, Tucson, AZ  
85701  
520-724-7590, [Dawn.dargan@pima.gov](mailto:Dawn.dargan@pima.gov)

**Escape Velocity Holdings, Inc. dba Trace3, LLC:**

7565 Irvine Center Dr., #200, Irvine, CA 92618  
Ken Breitfield  
949-333-2300  
[accountsreceivable@trace3.com](mailto:accountsreceivable@trace3.com)

(The remainder of page is left blank intentionally)

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.

**APPROVED:**

\_\_\_\_\_  
Chairman, Board of Supervisors

Date: \_\_\_\_\_

**Escape Velocity Holdings, Inc. dba  
Trace3, LLC**

DocuSigned by:

Kevin Manzo  
Authorized Officer Signature

Kevin Manzo

CFO

\_\_\_\_\_  
Printed Name and Title

Date: 1/22/2020

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board

Date: \_\_\_\_\_


**APPROVED AS TO FORM:**

Stacey Roseberry  
Stacey Roseberry, Deputy County Attorney

1/22/2020  
Date

Exhibit A: State of Arizona Contract

DocuSign Envelope ID: 068DC0F4-58AF-4FCD-A48D-2C5C3CD3BC5B

	<b>Offer and Acceptance</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: <b>ADSP016-00005819</b>	PAGE 3	
	OFFEROR: <b>NETWORK EQUIPMENT AND SERVICES</b>	OF 51	

**OFFER**

**TO THE STATE OF ARIZONA:**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

<p><u>Trace3, Inc.</u>          _____          Company Name</p> <p><u>7565 Irvine Center Drive, #200</u>          _____          Address</p> <p><u>Irvine</u>                      <u>CA</u>                      <u>92618</u>          City                      State                      Zip</p> <p><u>gpaterson@trace3.com</u>          _____          Contact Email Address</p>	<p>DocuSigned by:  <u>Guthrie Paterson</u>          _____          Signature of Person Authorized to Sign Offer</p> <p><u>Guthrie Paterson</u>          _____          Printed Name</p> <p><u>Vice President, General Counsel</u>          _____          Title</p> <p>Phone: <u>949-333-2300</u>          _____</p> <p>Fax: <u>949-333-2400</u>          _____</p>
---	---

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP016-137342  
 The effective date of the Contract is July 1, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
 Awarded this 10<sup>th</sup> day of June 20 16

[Signature]  
 \_\_\_\_\_  
 Procurement Officer

**STATE OF ARIZONA**  
**PURCHASE ORDER TERMS AND CONDITIONS**

1. **Modification.** No modification of the purchase order shall bind Buyer unless Buyer agrees to the modification in writing.
2. **Packing and Shipping.** Seller shall be responsible for industry standard packing which conform to requirements of carriers' tariffs and ICC regulations. Containers must be clearly marked as to lot number, destination address and purchase order number.
3. **Title and Risk of Loss.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually received the goods at the point of delivery.
4. **Invoice and Payment.** A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of goods and no payment will be made prior to receipt of goods and correct invoice. Payment due dates, including discount periods, will be computed from date of receipt of goods or date of receipt of correct invoice (whichever is later) to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes. The Buyer's obligation is payable solely from funds appropriated for the purpose of acquiring the goods or services referred to in this Purchase Order.
5. **Inspection.** All goods are subject to final inspection and acceptance by Buyer. Material failing to meet the requirements of this Purchase Order will be held at Seller's risk and may be returned to Seller. If so returned, the cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses are the responsibility of the Seller.
6. **No Replacement of Defective Tender.** Every tender of goods must fully comply with all provisions of Purchase Order as the time of delivery, quantity, quality and the like. If a tender is made which does not fully conform, it shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
7. **Force Majeure.** Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or conditions of the Purchase Order are delayed or prevented by any cause not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, that party is unable to prevent.
8. **Gratuities.** The Buyer may, by written notice to the Seller, cancel this Purchase Order if it is found by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the State of Arizona with a view toward securing an order or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with the respect to the performing, of such order. In the event this Purchase Order is cancelled by Buyer pursuant to this provision, Buyer shall be entitled in addition to any other rights and remedies to recover or withhold from the Seller the amount of the gratuity.
9. **Warranties.** Seller warrants that all goods delivered under this Purchase Order will conform to the requirements of this Purchase Order (including all applicable descriptions, specifications, drawings and samples) will be free from defects in material and workmanship and will be free from defects in design and fill for the intended purposes. Any inspection or acceptance of the goods by Buyer shall not alter or affect the obligations of Seller or the right of Buyer under the foregoing warranties.
10. **Assignment – Delegation.** No right or interest in this Purchase Order shall be assigned by Seller without the written permission of Buyer, and no delegation of any duty of Seller shall be made without permission of Buyer.
11. **Interpretation – Parole Evidence.** This Purchase Order is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this Purchase Order. Acceptance or acquiescence in a course of performance rendered under this Purchase Order shall not be relevant to determine the meaning of this Purchase Order even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the Purchase Order the definition contained in the Code is to control.
12. **Non-Discrimination.** Seller agrees not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246, State Executive Order No. 2009-09 and A.R.S. Section 41-1461 et seq.
13. **Indemnity.** Seller agrees to indemnify and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Purchase Order and upon written request Seller will defend at its own cost the expense any legal action or suit against the Buyer involving any such alleged patent infringement, and will pay and satisfy any and all judgments or decrees rendered in any against such legal actions or suits. Seller will indemnify Buyer against all claims for damages to person or property resulting from defects in materials or workmanship.
14. **Liens.** All goods delivered and labor performed under this Purchase Order shall be free of all liens, and if Buyer requests, a formal release of all liens will be delivered to Buyer.
15. **Contract Number.** If an Arizona contract number appears on the face of this Purchase Order, the terms of that contract are incorporated herein by this reference.
16. **Taxes.** The State of Arizona is exempt from Federal Excise Tax.
17. **Conflict of Interest.** Pursuant of A.R.S. Section 38-511 this Purchase Order is subject to cancellation by the Buyer if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the state is, at any time while the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.
18. **Remedies and Applicable Law.** This Purchase Order shall be governed by, and Buyer and Seller shall have all remedies afforded each by, the Uniform Commercial Code as adopted in the State of Arizona except as otherwise provided in this Purchase Order or in statutes pertaining specifically to the State. This Purchase Order shall be governed by the law of the State of Arizona, and suits pertaining to this Purchase Order may be brought only in the courts of the State of Arizona.
19. **Arbitration.** The parties must use arbitration as required by A.R.S. Section 12-1518.





**RFP as Amended**

**State of Arizona**  
**State Procurement Office**  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-00005819**  
Description: **Network Equipment and Services**

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## Scope of Work

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-00005819**  
Description: **Network Equipment and Services**

### 1. Introduction

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

### 2. Background

Currently the State of Arizona has 35 statewide Network Equipment and Services contracts which provide a variety of Data, Voice, and Multimedia Network-based, Network-embedded Products and Services to include all converged and traditional-separate voice, data, and video network products and services. Equipment is primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints, rather than product-specific technology requirements, allowing for some flexibility to accommodate open-standards-based products, new technologies, and next generation networks.

The objective of the current Contract Set was to contract with a variety of network equipment and security related equipment vendors to provide a full range of equipment, maintenance, training and services. This has occurred within the parameters of the current contract set requirements. Per Contractor Usage reports, "spend" for the period of May 2012 through September 2015 has been approximately \$129 million dollars.

### 3. Availability of Technology

Rapidly changing advances and refinements of Network Equipment and Services and their application, at any one point in time, have not always been able to be made available to State Agency and Cooperative customers by current Contractors due to current contractual restraints.

### 4. Purpose

It is the purpose of this solicitation to:

- a. Make available Network equipment and services which address the current known needs of State Agencies and Cooperative Members, yet allow for new or refined/updated Network equipment and services which may become available during the course of the contract at the best price possible.
- b. Acknowledge the need to cost effectively and efficiently use limited resources of the State and its Cooperative Members to administer and appropriately use awarded contracts.
- c. Acknowledge that one Contract Set may not meet the many possible needs of all State Agencies and its Cooperative Members regarding Network Equipment and Services.

### 5. Scope of Services

The Scope for Data, Voice, and Multimedia Network-based, Network-embedded Products and Services under this Contract includes all converged and traditional-separate voice, data, and video network products and services primarily designed, and defined by applicable industry standards, for transporting/receiving data (data, voice, and multimedia) between connection points, destinations or endpoints.

#### 5.1 This Scope does allow Data, Voice, and Multimedia Network based Network-embedded Products and Services including:

- 5.1.1 All labor, materials, transportation, equipment and other activities for, and reasonably incidental to: installation, integration, implementation, engineering analysis, design and configuration, of the manufacturer's product or service.
- 5.1.2 Software and/or hardware maintenance and support of the manufacturer's product or service; and
- 5.1.3 Ancillary services in conjunction with the implementation, or installation of a manufacturer's product.



## Scope of Work

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### 5.2 This Scope allows for:

5.2.1 Networking products and services, such as routers, gateways, switches, modems, CSU/DSU, access devices, concentrators, network-embedded security solutions, caching and content management devices;

5.2.1.1 Network firewalls, filtering software, and security solutions;

5.2.1.2 Network Management Products such as management, monitoring, testing, analyzing, and traffic simulating equipment;

5.2.1.3 Wireless Products for applications such as:

5.2.1.3.1 IEEE802.11X (Wireless Local Area Network - WLAN);

5.2.1.3.2 IEEE 802.15 (Wireless Personal Area Network – WPAN);

5.2.1.3.3 IEEE 802.16 (Wireless Metropolitan Area Network – WMAN); and,

5.2.1.3.4 Fixed Wireless Equipment and related services, such as, access points, transfer points, and controllers

### 5.2.2 Telephony to include:

5.2.2.1 Telephony products and services, such as IP Telephony systems, PBX and key systems, voice mail and unified messaging systems, teleconferencing, call management systems including Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Computer Telephony Integration (CTI), call account, and the associated end-user telephone devices (other than two-way radios)

5.2.2.2 Telephony management, monitoring, testing, analyzing, and traffic-simulating equipment

5.2.3 Services used in conjunction with the design, analysis, configuration, implementation, installation, training, maintenance, and support of Data, Voice, and Multimedia Network-based, Network-embedded products and services.

5.2.4 State Agencies, boards and commissions must receive approval from ASET-EIC prior to any purchases under Items 5.2.2 and 5.2.3 of the Scope of Work.

### 5.2.5 Training:

5.2.5.1 Initial Training on specific equipment that has been purchased.

5.2.5.2 "As needed" Training on specific equipment that has been purchased (e.g. New Hires, etc.).

5.2.5.3 Annual Training for up to fifty (50) participants.

### 5.3 This Scope requires that the Contractor shall:

5.3.1 Provide a Maintenance Program. Contractor shall have a maintenance program for those Customers who choose or require these services. Maintenance programs shall be comprehensive enough to provide service to any Customer within the State of Arizona.

5.3.2 Provide Technical Support:



## Scope of Work

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5.3.2.1 On-Line Support. Provide and maintain a toll-free technical support telephone line, website, or other communication mechanism(s) for the purpose of providing competent technical assistance to Customers who contact the Contractor regarding the operation of Products supplied by the Contractor. Support shall be accessible to all customers who wish to obtain competent technical.

5.3.2.2 On-Site Support. If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. These services shall be in addition to the Maintenance Program provided under 3.3.1 above.

### 5.4 This Scope **does not allow**:

- 5.4.1 The single purchase of products and services primarily designed to store or process (compute) data, such as midrange or mainframe computer systems, or consumer electronic hardware, component parts and accessories;
- 5.4.2 Video and Audio conferencing equipment and products; such as:
  - 5.4.2.1 Audio and visual presentation and composing equipment;
  - 5.4.2.2 Cameras;
  - 5.4.2.3 Monitors;
  - 5.4.2.4 VCRs; and
  - 5.4.2.5 Consumer electronics.
- 5.4.3 Building Wiring Systems (BWS) and structured cabling systems;
- 5.4.4 Microcomputer Hardware, PC Software and related Services including desktop PC-based firewall and virtual private network (VPN) client-only products and services;
- 5.4.5 Fixed Wireless Systems and Related Services such as point-to-point and multi-point radios, cabling antennas, towers, power, frequency coordination, licensing, designed to receive/transmit data;
- 5.4.6 General purpose UNIX Workstations & Servers;
- 5.4.7 Disaster Recovery Services;
- 5.4.8 Value-Added Software not specifically designed to support and secure the transport of data (as defined above);
- 5.4.9 Radio related Products and Services, including Public Safety communication Equipment, 2-way radios, 900MHz Digital Radio Systems, and Digital Microwave Radio Equipment;
- 5.4.10 Disk Data Storage Hardware, including Network Attached Storage and Storage Area Network;
- 5.4.11 Carrier Services, both regulated and unregulated; and,
- 5.4.12 General Information Technology Research & Advisory Service and IT Consultant.

### 5.5 Pricing



# Scope of Work

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Description: **Network Equipment and Services**

For the purpose of complying with this requirement, "list price" means:

*The price of an article as shown in a list issued by the manufacturer or by the general body of manufacturers of the particular class of goods. Merriam-Webster*

5.5.1 Percent Reduction (Discount) of Price off the List Price. The Contractor shall make available a complete product line at a specified percentage reduction (discount) off the list price.

Example: \$100.00 List Price minus 60% = \$40.00 Reduced (Discounted) Price.

5.5.2 Maintenance Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for maintenance for a product line.

5.5.3 Service Discount Percent off the List Price. The Contractor shall make available a specified percentage discount off the list price for services for a product line.

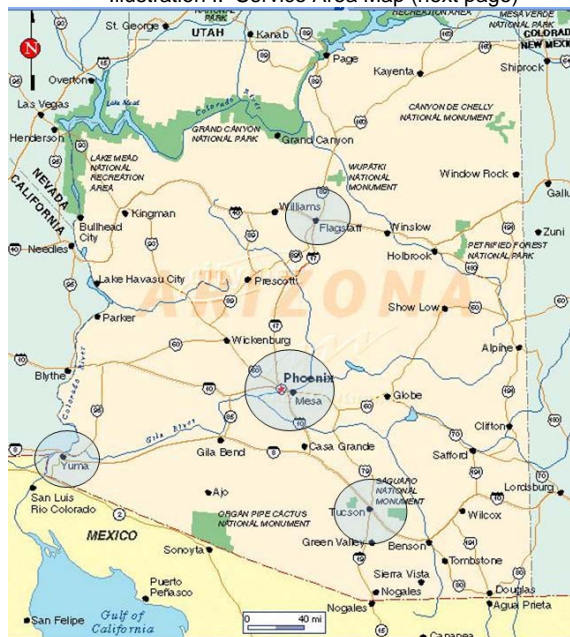
5.5.3.1 Any services shall include coverage to all geographic regions within the State of Arizona. Service areas are divided into two sections: Urban and Rural.

5.5.3.2 The Contractor may establish a single price for "Rural" areas.  
All cities specified as "Rural" shall encompass the legal jurisdictional boundaries of the city.

5.5.3.3 The Contractor may establish a single price for "Urban" areas.  
The four areas designated as "Urban" are:

- A. Flagstaff within a 20 mile radius from City Center
- B. Phoenix within a 30 mile radius from City Center
- C. Tucson within a 30 mile radius from City Center
- D. Yuma within a 20 mile radius from City Center

Illustration I: Service Area Map (next page)





## Scope of Work

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Description: **Network Equipment and Services**

5.5.4 The Contractor may offer promotional or volume discounts below the specified percentage discount off the list price stated in the Contract at any time during the life of the Contract.

5.5.5 Most-Favored Customer Pricing. Throughout the life of the contract, the Contractor shall always offer the State the most-favored customer or Highest Tier Customer price discount rate on contracted product(s) concurrent with a published price discount rate made to other Customers (both Private and Public sectors). The Contractor shall extend to the State that most-favored customer or Highest Tier Customer price discount on all new product lines during the life of the contract.

### 5.6 Online Catalog

The Contractor shall make available an online catalog.

5.6.1 Restricted to only those items that may be purchased under this Contract by being identified as core items or are within the general product categories established by this Contract.

5.6.2 Shall not include any items that are specifically excluded from this Contract.

5.6.3 The website will include:

5.6.3.1 Product information/catalog which reflects most recent Arizona approved price catalog;

5.6.3.2 Primary contact information: Name(s), phone number(s), Email address (es); and,

5.6.3.3 Quote and ordering information.

5.6.4 Website shall be available 24 x 7, except for scheduled maintenance.

5.6.5 No costs or expenses associated with providing this information shall be charged to the Users.

5.6.6 Universal Resource Locator (URL) for the website must be supplied to the Procurement Officer within thirty (30) days of an award.



## Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-00005819**  
Description: **Network Equipment and Services**

### A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

### B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of one (1) years, unless terminated, canceled or extended as otherwise provided herein.

### C. Contract Extensions five (5) Year Maximum

The Contract term is for the stated period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

### D. Contract Type – Fixed Price

### E. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the U.S. Federal Government and Tribal Nations." Non-profit organizations are defined in A.R.S. § 41-2631 (4) as any nonprofit corporation as designated by the internal revenue service under Section 501 (c)(3) through 501(c)(6).

### F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

### G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.

### H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.



## Special Terms and Conditions

State of Arizona  
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Contract No: **ADSP016-00005819**  
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### I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

### J. Price Adjustment

Throughout the life of the Contract, the State reserves the right to pursue negotiations with the Contractor to secure price reductions. Any negotiated price changes for this Contract shall be documented via a bilateral Contract Amendment.

### K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor or Authorized Representative(s). Authorized Representative meaning a Distributor or Reseller authorized by the Contractor and approved by the State's Procurement Officer. The Contractor and the authorized and approved Distributor(s) and/or Reseller(s) shall be registered in the State of Arizona's eProcurement system. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor or Authorized Representative shall be returned to the Contractor for correction.

The Contractor or Authorized Representative shall review and insure that the invoices for services provided show the correct Contractor or Authorized Representative's name and the correct Contract number prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

#### 1. Invoicing

All billing notices or invoices shall be sent to the agency whose address appears on the contract release order/purchase order as the 'bill to address' and should contain, at a minimum, the information listed below.

- a) The contract number, as applicable the Task Order number, and the contract release/purchase order number;
- b) Name and address of the contractor;
- c) The Contractor's remittance address;
- d) Contractor's representative to contact concerning billing questions;
- e) Contractual payment terms;
- f) Applicable taxes; and,
- g) Description of work products delivered.

#### 2. Order Process

The award of a Contract shall be in accordance with the Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the State is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.





## Special Terms and Conditions

State of Arizona  
State Procurement Office  
100 North 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

Contract No: **ADSP016-00005819**  
Description: **Network Equipment and Services**

### **L. Information Disclosure**

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

### **M. Employees of the Contractor**

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

### **N. Warranty**

**Hardware** – All hardware supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of one (1) year from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

**Services** - All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

### **O. Leasing and Rental Options**

Leasing and rental options are allowable for the acquisition of the awarded equipment, if the Contractor provides this option. A Master Lease or Master Rental Agreement will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any leasing or rental documents. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department for guidance on requirements. The following shall apply to all State agencies, boards and commissions:

1. Capital and operating lease agreements, as well as straight rental agreements, between the Contractor and any Eligible Agency or Ordering Entity are allowable under this Contract.
  - a. Capital leases are those agreements which transfer title or ownership of the leased property at the end of the lease or contain a provision for a bargain purchase option. State Agencies must use the State's Master third party Agreement for Leasing; and,
  - b. Operating leases are those agreements where agencies do not obtain title to or ownership of, only the temporary possession and use of, the leased property. State Agencies, boards and commissions must receive approval from the State General Accounting Office (GAO) prior to entering into an Operating Lease to ensure compliance with Federal requirements.
2. In the event of a conflict between the provisions of a lease agreement and Contract terms and conditions, the Contract terms and conditions shall prevail.
3. Any State entity entering into a lease agreement as allowed herein shall follow the policies outlined in the State of Arizona Accounting Manual. Any questions as to the State's policy should be directed to the ADOA General Accounting Office. Inquiries can be sent via email to [gaopolicy@azdoa.gov](mailto:gaopolicy@azdoa.gov).



## Special Terms and Conditions

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4. To ensure compliance with Article 9, Section 5 of the State of Arizona Constitution, installment purchase agreements, or those agreements where title to the property is transferred to the lessee at the inception of the agreement, shall be prohibited under this contract.

### **P. Master License Agreements and/or Master Service Agreements**

Master License Agreements and/or Master Service Agreements will not be negotiated by the State. Each Eligible Agency or Ordering Entity who chooses to pursue either method, shall be responsible for the review, possible negotiations, and signature on any Master License and/or Master Service Agreement. Additionally, it shall be clear that the Eligible Agency or Ordering Entity has the final financial responsibility. All cooperative members shall seek guidance from their internal Finance Department or other internal designated authority for guidance on requirements. The following shall apply to all State agencies, boards and commissions: In the event of a conflict between the provisions of a Master License and/or Master Service Agreement and Contract terms and conditions, the Contract terms and conditions shall prevail

### **Q. Compliance with Applicable Laws**

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

### **R. Non-Exclusive Contract**

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

### **S. Administrative Fee/Usage Reports**

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government; tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. Statewide Contracts Administrative Fee Amount:

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee