

Board of County Commissioners Agenda Request

Date of Meeting: May 16, 2017

Date Submitted: April 27, 2017

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator
Morris Young, Sheriff
Maurice Peddie, E911 Coordinator

Subject: Approval of Contractual Agreement between CenturyLink and the Gadsden County Board of County Commissioners.

Statement of Issue:

This agenda item seeks Board approval for the contractual agreement between CenturyLink and the Gadsden County Board of County Commissioners and authorization for the Chairperson to sign.

Background:

This is an ongoing contract renewed yearly and funded by grant funds for the E911 system. This contract covers 1 year CenturyLink Evergreen Software Maintenance for Gadsden County Primary and Backup PSAP Sites and Portable Workstations. This is a sole source provider with Technicians specifically trained for the E911 system.

Analysis:

This contract will assist with the maintenance of our Enhanced 911 (E911) system to provide “seamless” E911 for Gadsden County.

Fiscal Impact:

None.

The County receives funding for these costs through the State of Florida E911 Board.

Options:

1. Approve the contract agreement and authorize the Chairperson to sign.
2. Do not approve.
3. Board direction.

County Administrator's Recommendation

Option 1

Attachment:

Contract for CenturyLink Evergreen Software Maintenance with Price Sheet. Three (3) originals.

Products and Services Agreement

This Products and Services Agreement ("Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.**, as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and E911 Florida Gadsden County ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer. Electronic signatures on this Agreement will be accepted only in the form and manner prescribed by CenturyLink.

- 1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference. This Agreement begins on the date all parties have signed below ("Effective Date").
- 2. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 3. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 4. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

E911 Florida Gadsden County

By: _____
Printed: _____
Title: _____
Date: _____

By: _____
Printed: _____
Title: _____
Date: _____

Address for Notices: Sales Administration
665 Lexington Avenue
Mailstop: OHMANB0107
Mansfield, OH 44907

Customer Address: 339 EAST JEFFERSON STREET
QUINCY, FL 32351

And if related to a dispute to:
CenturyLink
Attn: Legal Department
1801 California Street, #900
Denver, CO 80202
Fax: (888) 778-0054

Address for Notices (if different from above):

Sales Rep: Ford Frey
Sales Rep Phone: (727) 729-2149

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a “Price Quote”). The entity providing Products to Customer is the applicable CenturyLink local operating company supporting Customer’s location. Customer can also locate the name of any CenturyLink local operating company by searching for a NPA-NXX in the first column of the list at http://www.centurylink.com/tariffs/NPANXX_Entity.pdf. The NPA-NXX is a number consisting of an Area Code plus the first three digits of the telephone number. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer’s selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 16-015659

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-Recurring Charges (“NRCs”) or Non-recurring Rates (“NRRs”).** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer’s payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%



Price Sheet Vendor Support

Customer: E911 Florida Gadsden County
 339 EAST JEFFERSON STREET
 QUINCY
 FL
 32351
 Quote-Build#: 16-015659

Pricing is Valid Until: April 15, 2017

Description of Work to be Performed: (12) Months of West Software Evergreen and SPRTS

TERM 6/20/2017 Through 6/19/2018

Part Number	Description	Quantity	Type	MONTHLY RECURRING CHARGE (MRC)		NON-RECURRING CHARGE (NRC)	
				Term Years	MRC	Unit Price	Extended Price
950999/PRO1	Software Protection and Remote Technical Support (1 Year)	4	NRC				
950999/SUB1	Software Subscription Service (1 Year)	4	NRC				
950999/SUB1	Software Subscription Service	2	NRC				
950999/PRO1	Software Protection & Remote Tech Support	2	NRC				
						SUBTOTAL	\$ 15,714.29
950999/SUB1-S	Software Sub Service - 1 Year/Position - Supplemental Position	2	NRC				
950999/PRO1-S	Soft Protect and Remote Tech Support - 1 Year/Pos - Supplemental Pos	2	NRC				
						SUBTOTAL	\$ 2,142.86
TOTAL Annual MRC				N/A			
TOTAL Term MRC				N/A			
TOTAL PRICE NRC						\$ 17,857.14	

