

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/22/2021

Contract/Lease Control #: C18-2669-IT

Procurement#: RFB IT 68-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: CENTURY LINK SALES SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2018

Expiration Date: 01/15/2022 W/1 1 YR RENEWAL

Description of: PRI FOR INBOUND/OUTBOUND PHONE LINES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

C18.2669 IT

MEMORANDUM OF INSURANCE	DATE 27-Aug-2021
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorize and confers no rights upon any viewer of this Memorandum. This Memorandum may only be used and viewed by an authorized user, duplication or distribution of this Memorandum without the consent of the issuer shall mean an entity or person which is authorized by the issuer. This Memorandum via <https://marshdigital.marsh.com/marshconnect/view/> information contained herein is as of the date referred to above. Marsh does not warrant the accuracy of such information.

CONTRACT# C18-2669-IT
CENTURY LINK SALES SOLUTIONS INC
PRI FOR INBOUND/OUTBOUND PHONE LINES
EXPIRES: 01/15/2022 W/11 YR RENEWAL

PRODUCER Marsh USA Inc. ("Marsh")	COMPANIES AFFORDING COVERAGE	
	Co. A Greenwich Insurance Company	
INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Drive Monroe Louisiana 71203 United States	Co. B XL Specialty Insurance Co.	
	Co. c Allianz Underwriters Insurance Company	
	Co. d XL Insurance America, Inc.	
	Co. E	
	Co. F	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033309	01-Sep-2021	01-Sep-2022	GENERAL AGGREGATE	USD15,000,000
					PRODUCTS - COMP/OP AGG	USD15,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
					EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A D	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033409 - AOS RAD500061401 - USVI	01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	U5Z000023190001	01-Sep-2021	01-Sep-2022	EACH OCCURRENCE	USD10,000,000
					AGGREGATE	USD10,000,000
B B B B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS /	RWD500032909 AOS RWR500033009 WI RWE500033109	01-Sep-2021 01-Sep-2021 01-Sep-2021 01-Sep-2021	01-Sep-2022 01-Sep-2022 01-Sep-2022 01-Sep-2022	WORKERS COMP LIMITS	Statutory
					EL EACH ACCIDENT	USD1,000,000
					EL DISEASE - POLICY LIMIT	USD1,000,000
					EL DISEASE - EACH EMPLOYEE	USD1,000,000

	EXECUTIVE OFFICERS ARE Included	WA RWE500033209 OH				
C	Technology E&O incl. Cyber/Privacy Liability	U5Z000023190001	01-Sep-2021	01-Sep-2022	Limits	USD10,000,000 each claim/aggregate
B	Crime	ELU17739321	01-Sep-2021	01-Sep-2022	Limits	USD10,000,000
C	Property	U5Z000023190001	01-Sep-2021	01-Sep-2022	Amount of Insurance	USD25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE		DATE 27-Aug-2021
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>		
PRODUCER Marsh USA Inc. ("Marsh")	INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Drive Monroe Louisiana 71203 United States	
ADDITIONAL INFORMATION U.S. PROPERTY Deductible: USD25,000,000 Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained. Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest. Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement. U.S. GENERAL LIABILITY Automatic Additional Insured's Primary Coverage Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement. Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.		

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinances.

Separation of Insureds Applies

U.S. AUTOMOBILE LIABILITY

Additional Insured - any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinance.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

Separation of Insureds Applies.

U.S. AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$USD1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

NON-U.S. GENERAL LIABILITY

Policy Period: September 1, 2021 to September 1, 2022

Policy No. 80-0278026

Insurer: The Insurance Company of the State of Pennsylvania

USD8,000,000 Master Control Program Aggregate

USD4,000,000 General Aggregate

USD4,000,000 Products-Completed Operations Aggregate

USD2,000,000 Personal & Advertising Injury Limit

USD2,000,000 Each Occurrence Limit

USD1,000,000 Damage to Premises Rented to You Limit

USD250,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

NON-US BUSINESS AUTO LIABILITY

Policy No. 80-0278577

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Liability Limit, any one accident

USD25,000 Medical Expense Coverage, each accident

NON-US VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 8374804

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Employers Liability Injury by Accident Each Accident

USD2,000,000 Employers Liability Injury, by Disease, policy limit

USD2,000,000 Employers Liability Injury, by Disease, each employee

NON-US PROPERTY

Property Coverage: "All Risk" of Direct Physical Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind (all subject to sublimits) - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained. Coverages listed may be subject to additional sublimits as outlined in the policy.

Policy No. PPR 0233433-04

Insurer: Zurich American Insurance Company

Policy Period: March 15, 2020 to March 15, 2021

Amount of Insurance: USDS75,000,000

Deductible: USDS75,000,000

WORLDWIDE EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement, statute, law or code of ordinances.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement, statute, law or code of ordinances.

Separation of Insureds Applies.

WORLDWIDE CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.

Policy Period: May 1, 2019 to May 1, 2022

Limits of Liability: USD3,000,000 each pollution condition / USD3,000,000 aggregate

USD1,000,000 Deductible

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

TECHNOLOGY E&O INCL. CYBER

Additional Insured as required by written contract and only as respects Claims against such person or entity for acts, errors or omissions of the Insured Organization.

Waiver of Subrogation as required by written contract made before an incident or event giving rise to a Claim or Loss.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

CONTRACT#: C18-2669-IT
 CENTURY LINK SALES SOLUTIONS, INC.
 PRI FOR INBOUND/OUTBOUND PHONE LINES
 EXPIRES: 01/15/2022 W/1 1 YR RENEWAL

MEMORANDUM OF INSURANCE

This Memorandum is issued as a matter of information only to authorized viewer Memorandum. This Memorandum does not amend, extend or alter the coverage distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its intended purpose. Distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=338138717>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER	COMPANIES AFFORDING COVERAGE
Marsh USA Inc. ("Marsh")	Co. A Greenwich Insurance Company
INSURED Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC 100 CenturyLink Drive Monroe Louisiana 71203 United States	Co. B XL Specialty Insurance Co.
	Co. C Allianz Underwriters Insurance Company
	Co. D
	Co. E
	Co. F

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
					LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033308	01-Sep-2020	01-Sep-2021	GENERAL AGGREGATE	USD15,000,000
					PRODUCTS - COMP/OP AGG	USD15,000,000
					PERSONAL AND ADV INJURY	USD3,000,000
					EACH OCCURRENCE	USD3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	USD3,000,000
					MED EXP (ANY ONE PERSON)	USD10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033408 - AOS	01-Sep-2020	01-Sep-2021	COMBINED SINGLE LIMIT	USD2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	U5Z000023190001	01-Sep-2020	01-Sep-2021	EACH OCCURRENCE	USD10,000,000
					AGGREGATE	USD10,000,000
B	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWD500032908	01-Sep-2020	01-Sep-2021	WORKERS COMP LIMITS	Statutory
B		AOS	01-Sep-2020	01-Sep-2021	EL EACH ACCIDENT	USD1,000,000
B		RWR500033008	01-Sep-2020	01-Sep-2021	EL DISEASE - POLICY LIMIT	USD1,000,000
B		WI	01-Sep-2020	01-Sep-2021	EL DISEASE - EACH EMPLOYEE	USD1,000,000
		RWE500033108				
		WA				
		RWE500033208				
		OH				
C	Technology E&O incl. Cyber/Privacy Liability	U5Z000023190001	01-Sep-2020	01-Sep-2021	Limits	USD10,000,000 each claim/aggregate

B	Crime	ELU16972420	01-Sep-2020	01-Sep-2021	Limits	USD10,000,000
C	Property	U5Z000023190001	01-Sep-2020	01-Sep-2021	Amount of Insurance	USD25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE	DATE 23-Mar-2021
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=338138717>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER
Marsh USA Inc.
("Marsh")

INSURED
Lumen Technologies, Inc. and all subsidiaries, including but not limited to: Qwest Corporation; Embarq Corporation, Level 3 Communications, LLC and CenturyLink Communications, LLC
100 CenturyLink Drive
Monroe
Louisiana 71203
United States

ADDITIONAL INFORMATION

U.S. PROPERTY
Deductible: USD25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

U.S. GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, or by statute, law or code of ordinances.

Separation of Insureds Applies

U.S. AUTOMOBILE LIABILITY

Additional Insured - any person or organization you are required in a written contract, agreement, statute, law or code of ordinances provided the "bodily injury" or "property damage" occurs subsequent to the executive of the contract, agreement, statute, law or code of ordinance.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires

that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have waived prior to the "accident" or the "loss" under a contract with that person or organization, or under statute, law or code of ordinances.

Separation of Insureds Applies.

U.S. AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$USD1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Where required by written agreement signed prior to loss, or required by statute, law or code of ordinances executed prior to loss.

NON-U.S. GENERAL LIABILITY

Policy Period: September 1, 2020 to September 1, 2021

Policy No. 80-0278026

Insurer: The Insurance Company of the State of Pennsylvania

USD8,000,000 Master Control Program Aggregate

USD4,000,000 General Aggregate

USD4,000,000 Products-Completed Operations Aggregate

USD2,000,000 Personal & Advertising Injury Limit

USD2,000,000 Each Occurrence Limit

USD1,000,000 Damage to Premises Rented to You Limit

USD250,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

NON-US BUSINESS AUTO LIABILITY

Policy No. 80-0278027

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Liability Limit, any one accident

USD25,000 Medical Expense Coverage, each accident

NON-US VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 9374534

Insurer: The Insurance Company of the State of Pennsylvania

USD2,000,000 Employers Liability Injury by Accident Each Accident

USD2,000,000 Employers Liability Injury, by Disease, policy limit

USD2,000,000 Employers Liability Injury, by Disease, each employee

NON-US PROPERTY

Property Coverage: "All Risk" of Direct Physical Damage to All Real and Personal Property, including while in the Course of Construction, Boiler & Machinery, Earthquake, Flood and Wind (all subject to sublimits) - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained. Coverages listed may be subject to additional sublimits as outlined in the policy.

Policy No. PPR 0233433-04

Insurer: Zurich American Insurance Company

Policy Period: March 15, 2020 to March 15, 2021

Amount of Insurance: USD\$75,000,000

Deductible: USD\$75,000,000

WORLDWIDE EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement, statute, law or code of ordinances.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement, statute, law or code of ordinances.

Separation of Insureds Applies.

WORLDWIDE CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.

Policy Period: May 1, 2019 to May 1, 2022

Limits of Liability: USD3,000,000 each pollution condition / USD3,000,000 aggregate

USD1,000,000 Deductible

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

TECHNOLOGY E&O INCL. CYBER

Additional Insured as required by written contract and only as respects Claims against such person or entity for acts, errors or omissions of the Insured Organization.

Waiver of Subrogation as required by written contract made before an incident or event giving rise to a Claim or Loss.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

[Click here](#) for a printer-friendly version of this document.



CONTRACT/LEASE RENEWAL FORM

Date: 12/22/2020
 CenturyLink Communications, LLC
 Attn: Patrick Hancock
 755 Grand Blvd, Suite 105-134
 Miramar Beach, FL 2550
 RE: Renewal of Contract C18-2669-IT

CONTRACT#: C18-2669-IT
 CENTURY LINK SALES SOLUTIONS, INC.
 PRI FOR INBOUND/OUTBOUND PHONE LINES
 EXPIRES: 01/15/2022 W/1 1 YR RENEWAL

Dear Patrick,

The Okaloosa County Board of County Commissioners agrees to renew the subject contract/lease, # C18-2669-IT _____ for an additional term. The contract renewal period will be 01/16/2021 to 01/15/2022. The annual budgeted amount for this contract is \$ 10,442.40. All other terms and conditions of the original agreement shall remain in full force and effect through the duration of this renewal.

If you are in agreement, please sign below and return this form along with a current Certificate of Insurance listing Okaloosa County as co-insured (if applicable).

COUNTY REPRESENTATIVES

AUTHORIZED COMPANY REPRESENTATIVE

Dept. Director
 Signature:  Digitally signed by Jeffery A. Shid
 Date: 2021.03.22 12:07:48 -0500

Contractor: CenturyLink

Date: 03/22/2021

Approved By: Jeffery A. Shid
 (as prescribed below on item 1)

Approved By: Steve Arneson
 Steve Arneson (Mar 22, 2021 09:53 CDT)

Date: 03/22/2021

Approved By: _____
 (as prescribed below on item 1)

Title: Manager - Offer Management

Date: _____

Date: Mar 22, 2021

County Department Instructions:

- 1) Obtain signatures from Department Director, authorized Company Representative and then Purchasing Manager <\$25K and less, OMB Director \$25K to \$50K, County Administrator <\$100K and less or Board >\$100K, as necessary. If Board approval is required, the Chairman and County Administrator's signatures are required. Make sure the company provides a current Certificate of Insurance. (If applicable).
- 2) Keep a copy of this form for your records.
- 3) Send original to Contracts and Lease Coordinator at Purchasing Department.
 If you have any questions please contact the Purchasing Manager at 850-689-5960, Fax: 850-689-5970

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01-18-2018

Contract/Lease Control #: C18-2669-IT

Procurement#: RFB IT 68-17

Contract/Lease Type: AGREEMENT

Award To/Lessee: CENTURY LINK SALES SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/16/2018

Expiration Date: 01/15/2021 W/2 1 YR RENEWALS

Description of Contract/Lease: PRI FOR INBOUND/OUTBOUND PHONE LINES

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-651-7570

Monitor's FAX # or E-mail: DSAMBENEDETTO@CO.OKALOOSA.FL.US

Closed:

Cc: Finance Department Contracts & Grants Office

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: TB30 Tracking Number: 2103-18
Procurement/Contractor/Lessee Name: Genturylink Grant Funded: YES ___ NO ✓
Purpose: YRI Inbound/Outbound Contract
Date/Term: 3yr w/21x renewals 1. GREATER THAN \$50,000
Amount: 74,872.80 2. GREATER THAN \$25,000
Department: IT 3. \$25,000 OR LESS
Dept. Monitor Name: Sambenedetto

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 11-1-17
Purchasing Director or designee Greg Kisela, Charles Powell, DeRita Mason, Matthew Young

2CFR Compliance Review (if required)
Approved as written: NA
Date: _____
Grants Coordinator Renee Biby

Risk Management Review
Approved as written: with updated Ins. Requirements
Krystal King Date: 11-1-17
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review
Approved as written: _____
Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contracts & Grants Office
Document has been received: _____
Date: _____
Contracts & Grants Manager Marcella Eubanks, Mindy Kovalsky, Ashley Endris

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, December 05, 2017 8:20 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Centurylink Business

The agreement is approved for legal purposes.

As to who should give notice, that is not a legal question, so I will defer to you all as to who should give notice.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, December 05, 2017 9:16 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Centurylink Business

Should I do that or should it come from the department? Are you giving you legal approval based on this email or after someone gives them notice?

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Tuesday, December 05, 2017 8:15 AM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Centurylink Business

This looks fine, but again, someone needs to provide them with notice as set forth below before anything is entered into.

From: DeRita Mason [mailto:dmason@co.okaloosa.fl.us]
Sent: Tuesday, December 05, 2017 8:13 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: RE: Centurylink Business

Here is the contract that will go with this one. They are working on another one as well, but I don't have it as yet. This one was for RFB IT 68-17.

From: Parsons, Kerry [mailto:KParsons@ngn-tally.com]
Sent: Monday, December 04, 2017 1:53 PM
To: DeRita Mason <dmason@co.okaloosa.fl.us>
Cc: Lynn Hoshihara <lhoshihara@co.okaloosa.fl.us>
Subject: RE: Centurylink Business

Understanding Centurylink will not revise much, I have reviewed the terms and conditions and the annex terms and conditions. My one concern in the annex terms and conditions, is the part where they state the agreement is a copywrite and we cannot post without giving them notice. Someone needs to give them notice this will be posted with all other contracts and leases in our contract system.

Username

Password

Log In

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

[Entity Overview](#)

[Entity Registration](#)

▶ [Core Data](#)

▶ [Assertions](#)

▶ [Reps & Certs](#)

▶ [POCs](#)

▶ [Exclusions](#)

▶ [Active Exclusions](#)

▶ [Inactive Exclusions](#)

▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

CenturyLink Sales Solutions, Inc.

DUNS: 616073248 CAGE Code: 4Q9E4

Status: Active

100 Centurylink Dr

Monroe, LA, 71203-2041 ,

UNITED STATES

Expiration Date: 10/30/2018

Purpose of Registration: All Awards

Entity Overview

Entity Registration Summary

Name: CenturyLink Sales Solutions, Inc.
Doing Business As: CenturyLink
Business Type: Business or Organization
Last Updated By: Jasmine Ennsour
Registration Status: Active
Activation Date: 10/30/2017
Expiration Date: 10/30/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.7.20171102-1229

WWW4

[Search Records](#)

[Data Access](#)

[Check Status](#)

[About](#)

[Help](#)

[Disclaimers](#)

[Accessibility](#)

[Privacy Policy](#)

[FAPIS.gov](#)

[GSA.gov/IAE](#)

[GSA.gov](#)

[USA.gov](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 18-Jan-2018	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States			Co. A Greenwich Insurance Company			
			Co. B XL Specialty Insurance Co.			
			Co. C Allianz Underwriters Insurance Company			
			Co. D ACE American Insurance Company			
			Co. E			
			Co. F			
COVERAGES						
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A	GENERAL LIABILITY Commercial General Liability Occurrence	RGD500033305	01-Sep-2017	01-Sep-2018	GENERAL AGGREGATE	\$15,000,000
					PRODUCTS - COMP/OP AGG	\$15,000,000
					PERSONAL AND ADV INJURY	\$3,000,000
					EACH OCCURRENCE	\$3,000,000
					FIRE DAMAGE (ANY ONE FIRE)	\$3,000,000
					MED EXP (ANY ONE PERSON)	\$10,000
A	AUTOMOBILE LIABILITY Any Auto All Owned Autos Hired Autos Non-Owned Autos	RAD500033405 - AOS	01-Sep-2017	01-Sep-2018	COMBINED SINGLE LIMIT	\$2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
C	EXCESS LIABILITY Umbrella Form	ART3016558	01-Sep-2017	01-Sep-2018	EACH OCCURENCE	\$10,000,000
					AGGREGATE	\$10,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	WORKERS	RWD500032905	01-Sep-2017	01-Sep-2018		
B	COMPENSATION /	AOS	01-Sep-2017	01-Sep-2018		
B	EMPLOYERS	RWR500033005 WI	01-Sep-2017	01-Sep-2018	WORKERS COMP LIMITS	Statutory
B	LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWE500033105 WA RWE500033205 OH	01-Sep-2017	01-Sep-2018	EL EACH ACCIDENT	\$1,000,000
					EL DISEASE - POLICY LIMIT	\$1,000,000
					EL DISEASE - EACH EMPLOYBE	\$1,000,000

C	Technology E&O incl. Cyber/Privacy Liability	ART3016558	01-Sep-2017	01-Sep-2018	Limits	\$10,000,000 each claim/aggregate
D	Crime	DONG23680075004	01-Mar-2017	01-Mar-2018	Limits	\$10,000,000
C	Property	ART3016558	15-Mar-2017	15-Mar-2018	Amount of Insurance	\$25,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized.

MEMORANDUM OF INSURANCE	DATE 18-Jan-2018
--------------------------------	----------------------------

This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via <https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=338138717>. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.

PRODUCER Marsh USA Inc. ("Marsh")	INSURED CenturyLink, Inc. and all subsidiaries, including but not limited to: Qwest Communications International Inc.; Embarq Corporation, Level 3 Parent, LLC and Level 3 Communications, LLC (www.centurylink.com/moi) 100 CenturyLink Drive Mailstop 5TS154, Monroe Louisiana 71203 United States
--	---

ADDITIONAL INFORMATION
U.S. PROPERTY
Deductible: \$25,000,000

Property Coverage: "All Risk" of Direct Physical Loss or Damage to All Real and Personal Property, including Boiler & Machinery, Earthquake, Flood and Wind - Replacement Cost Basis, and Business Interruption - Actual Loss Sustained.

Loss Payee or mortgagee as required by written contract/loan agreement to the the extent of your insurable interest.

Waiver of Subrogation - Any person or organization whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

GENERAL LIABILITY

Automatic Additional Insured's Primary Coverage
Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Coverage provided by the above General Liability policy shall be primary and is limited to liability arising out of Named Insured's ownership and/or operations. Any insurance carried by the additional insured shall not be contributory insurance.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies

AUTOMOBILE LIABILITY

Additional Insured as respects your interest in the operations of the Named Insured as required by written contract.

Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is primary, excess, contingent or on any other basis unless the contract specifically requires that this policy be primary.

Lessor - Additional Insured and Loss Payee - All Lessors

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

AUTOMOBILE PHYSICAL DAMAGE - SELF-INSURED

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY AND EXCESS WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY (OH & WA - SELF-INSURED - \$1,000,000 RETENTION)

Waiver of Our Right to Recover from Others (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

FOREIGN LIABILITY

Policy Period: May 1, 2017 to May 1, 2018

Foreign General Liability

Policy No. 80-0275766

Insurer: The Insurance Company of the State of Pennsylvania

\$2,000,000 General Aggregate

\$2,000,000 Products-Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury Limit

\$1,000,000 Each Occurrence Limit

\$1,000,000 Damage to Premises Rented to You Limit

\$50,000 Medical Expense Limit

Automatic Additional Insured's Primary Coverage

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Foreign Business Auto Liability

Policy No. 80-0275767

Insurer: The Insurance Company of the State of Pennsylvania

\$1,000,000 Liability Limit, any one accident

\$25,000 Medical Expense Coverage, each accident

Foreign Voluntary Compensation and Employers Liability

Voluntary Compensation - employee injury benefits varies by classification of employee

Policy No. 83-72885

Insurer: The Insurance Company of the State of Pennsylvania

\$2,000,000 Employers Liability Injury by Accident Each Accident

\$2,000,000 Employers Liability Injury, by Disease, policy limit

\$2,000,000 Employers Liability Injury, by Disease, each employee

EXCESS/UMBRELLA

Coverage applies per occurrence

Additional Insured as respects your interest in the operations of the Named Insured as required by contract or agreement.

Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) - Any person or organization with whom you have entered into a contract or agreement, but only to the extent required by such contract or agreement.

Separation of Insureds Applies.

CONTRACTOR'S POLLUTION

Policy No. 03101161

Insurer: Allied World Assurance Company (U.S.) Inc.
Policy Period: May 1, 2016 to March 1, 2019
Limits of Liability: \$3,000,000 each pollution condition / \$3,000,000 aggregate
\$1,000,000 Self-Insured Retention

Additional Insured where required by written contract, provided the contract is executed and effective prior to the date the policy incident first commenced.

NOTICE OF CANCELLATION IN ACCORDANCE WITH ALL POLICY PROVISIONS.

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

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 Okaloosa 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. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference. This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
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.

AGREED:

Okaloosa County, Florida
~~CENTURYLINK SALES SOLUTIONS, INC.~~
By: [Signature]
Printed: GREGORY KISER
Title: Purchasing Director
Date: 1/16/17

Centurylink Sales Solutions, Inc.
Okaloosa County
By: [Signature]
Printed: Jimmy P. Hancock on Behalf of Steve
Title: manager, Pricing + offer mgmt. Access
Date: 11-1-17

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

Customer Address: 302 N WILSON ST
CRESTVIEW, FL 32536-3473

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: Patrick Hancock
Sales Rep Phone: (334) 399-6812

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the company providing Services to Customer is listed on each Price Quote. 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. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the later of the first day of the first billing month after the Effective Date or the date that CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless otherwise provided in the service-specific terms and conditions. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 16-011704

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRC") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. 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, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs or Local Terms of Service, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence. CenturyLink may modify its Tariffs or Local Terms of Service from time to time.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.



November 2, 2017
 Quote # 16-011704

CenturyLink would like to thank you for allowing us this opportunity to quote you Local PRI Services. Please do not hesitate to contact me should you have any questions.

Thank you,

Patrick Hancock

<u>Services</u>	<u>PRI/ISDN/T 1DID's</u>	<u>Cost Per Item</u>	<u>Monthly</u>	<u>36 Month</u>	<u>Non-Recurring Charge (36 Month Term Only)</u>
PRI / ISDN	3	\$275.00	\$825.00	\$29,700.00	\$0.00
DID's	1363	\$0.10	\$136.30	\$4,906.80	\$0.00
Directory Listing	10	\$3.50	\$35.00	\$0.00	\$0.00
Premises Visit Charge	7	\$0.00	\$0.00	\$0.00	\$0.00
Caller ID/ W/Name	ALL	\$0.00	\$0.00	\$0.000	\$0.000

All charges shown in the pricing are for products and services only and do not include any applicable taxes or fees. Due to state-by-state variations, CenturyLink is not able to provide specific charges for taxes or fees. Tax rates/applications are always subject to change without prior notice. CenturyLink applies all federal, state, and local tax rates and fees based on current rates at time of billing.

302 N Wilson St Crestview,
 90 Collage Ave Shalimar
 602A N Pearl St Crestview.

Each PRI is subject to the following ancillary charges:

Subscriber Line Charge	Access Recovery Charge
Federal Universal Service Charge	Facility Relocation Fee

Term: Three (3) year contract with the option of two (2) one year renewals, upon mutual agreement by both the County and CTL. All renewals must be submitted in writing.



REQUEST FOR BID (RFB) & RESPONDENT'S ACKNOWLEDGEMENT

RFB TITLE:
**PRI FOR INBOUND/OUTBOUND
PHONE LINES**

RFB NUMBER:
RFB IT 68-17

LAST DAY FOR QUESTIONS: June 8, 2017 3:00 P.M. cst

RFB OPENING DATE & TIME: June 14, 2017 3:00 P.M. cst

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536. All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME: Embarq Florida, Inc.

MAILING ADDRESS: 755 Grand Blvd, Suite 105-134

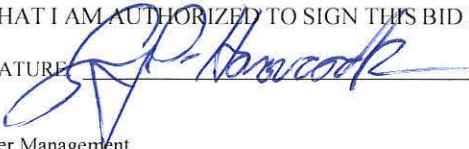
CITY, STATE, ZIP: Miramar, FL 32550

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-0248365

TELEPHONE NUMBER: 334-399-6812 EXT: _____ FAX: 303-391-2229

EMAIL: patrick.hancock@centurylink.com

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT

AUTHORIZED SIGNATURE:  TYPED OR PRINTED NAME: Patrick Hancock on behalf of Susan Baker,
Manager, Offer Management

TITLE: Manager, Offer Management

DATE: 06/14/2017

Rev: September 22, 2015

N277874
June 14, 2017

CenturyLink Proposal for
Okaloosa County, FL

RFB IT 68-17

PRI FOR INBOUND / OUTBOUND PHONE LINES

June 14, 2017

Respectfully submitted by:

Patrick Hancock
SR Global Relationship Manager
755 Grand Blvd, Suite 105-134
Miramar Beach, FL 32550
334-399-6812
Patrick.Hancock@centurylink.com

CenturyLink's proposal may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the proposal may be subject to disclosure in whole or in part under applicable freedom of information, open records, or sunshine laws and regulations (collectively, "FOI"). CenturyLink requests that customer provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.



Table of Contents

Legal Notice	ii
Required Documents	1
DRUG-FREE WORKPLACE CERTIFICATION	2
CONFLICT OF INTEREST DISCLOSURE FORM	3
FEDERAL E-VERIFY COMPLIANCE CERTIFICATION	4
NO CONTACT CLAUSE	5
RECYCLED CONTENT FORM	6
INDEMNIFICATION AND HOLD HARMLESS	7
LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20	N/A
COMPANY DATA	8
ADDENDUM ACKNOWLEDGEMENT	9
ANTI-COLLUSION STATEMENT	10
BID SHEET	11
Products and Services Agreement	12
CTL Designation Signature Letter	13

Legal Notice

CenturyLink offers the proposed services under the attached Product and Services Agreement. The Standard Terms and Conditions for Communication Services, Local Terms of Service and CenturyLink Local Government Customer Annex incorporated into the Product and Services Agreement are available by choosing Embarq Florida, Inc. and the applicable service at:

<http://www.centurylink.com/Pages/AboutUs/Legal/TermsAndConditions/business.html>. CenturyLink's responses are not intended to create a contractual commitment between the parties. By presenting this proposal, CenturyLink does not agree that the RFB or CenturyLink's response will be a part of a final agreement in whole or in part until the parties have had the opportunity to negotiate a final agreement containing mutually acceptable terms. CenturyLink is not deemed to have accepted the terms and conditions in the RFB notwithstanding anything to the contrary in the RFB. In accordance with Sections 3 (Integrity of Bid Docs) and 11 (Specification Exceptions), CenturyLink advises Okaloosa County that it will take exception to the following RFB sections:

1. All sections related to CenturyLink provided insurance. CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink's Memorandum of Insurance is attached to the bid response.
2. The Indemnification and Hold Harmless section. CenturyLink has proposed modifications to the Indemnification and Hold Harmless certification shown below.
3. Section 26 (Suspension or Termination for Convenience) under the General Bid Conditions. The termination rights of the parties are subject to the termination provisions in the CenturyLink Product and Services Agreement.
4. Section 27 (Failure of Performance) under the General Bid Conditions. Any breach of the agreement will be subject to the limitation of liability and disclaimer of types of claims in the CenturyLink Product and Services Agreement.

CenturyLink purchases sufficient insurance limits to protect the company from risks and liabilities associated with providing its commercial services and products. CenturyLink's standard coverage is in accordance with generally accepted industry standards for the type services and/or work proposed. CenturyLink's Memorandum of Insurance is attached to the bid response.

The CenturyLink mark, pathways logo and certain CenturyLink product names are the property of CenturyLink. All other marks are the property of their respective owners.

CM140507 02/27/14 ©2014 CenturyLink. All Rights Reserved.

NOTICE TO RESPONDENTS

RFB IT 68-17

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) June 14th, 2017**, for **PRI (Primary Rate Interface) for Inbound/Outbound Phone Calls**.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Request for Bids (RFB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink.

At **3:00 p.m. (CST), June 14th, 2017**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "**PRI for Inbound/Outbound Phone Calls**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted prior to bid opening by being delivered in person or by mail to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Respondents using mail or delivery services assume all risks of late or non-delivery.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery services assume all risks of late or non-delivery.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

PRI for Inbound/Outbound Phone Calls

Clerk of Circuit Court
Attn: BCC Records
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Gregory Kisela
Purchasing Director

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Carolyn N. Ketchel
Chairman

BID REQUIREMENTS

BID #: RFB IT 68-17

BID ITEM: PRI for Inbound/Outbound Phone Calls

Introduction: The County has seven (7) PRI's (Primary Rate Interface) in which the County wishes to seek bids on the rates for both monthly and non-recurring. The PRI's carry inbound and outbound telephone calls through the Mitel System. Included in the PRI's will be the County's current 1,363 DID's cost. The PRI's will need to roll to another one on busy or failure. The contractor will need to provide a bid price for both Monthly Recurring Charges (MRC) and Non-Recurring Charges (NRC). The following locations will need the services:

1250 Miracle Strip Pkwy, Ft Walton Beach
302 N. Wilson Street, Crestview
1804 Lewis turner Blvd., Ft Walton Beach
1701 Hwy 85 N., Eglin AFB (Airport)
90 College Blvd. East, Niceville
1940 Lewis Turner Blvd., Ft Walton Beach
602A North Pearl Street, Crestview

The County will be seeking to enter into contracts with multiple vendors in order to maintain a certain level of service.

Term: The County will be seeking a three (3) year contract with the option of two (2) one year renewals, upon mutual agreement by both the County and Contractor. All renewals must be submitted to in writing.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability

5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@co.okaloosa.fl.us
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda, and will be posted to <http://www.tcgeng.com/Documents/> and the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

- 2. PREPARATION OF BID** – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in blue ink with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

3. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
4. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

5. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

6. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.

7. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

8. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
9. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers' Compensation, etc. to cover the finished work called for.
10. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
11. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
12. **APPLICABLE LAWS & REGULATIONS** – All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
13. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.

- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- f. Default under previous contract.
- g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. **Okaloosa County Review** - Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

15. PAYMENTS – The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

16. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

17. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its

agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

19. LOCAL PREFERENCE - Okaloosa County reserves the right to grant a preference to in-county respondents **only** when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

20. REORGANIZATION OR BANKRUPTCY PROCEEDINGS – Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

21. INVESTIGATION OF RESPONDENT – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

22. NO CONTACT CLAUSE - The Okaloosa County Board of County Commissioners has established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received by the County and terminates when the Board of County Commissioners approves an award.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

23. REVIEW OF PROCUREMENT DOCUMENTS - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

24. COMPLIANCE WITH FLORIDA STATUTE 119.0701 - The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

25. PROTECTION OF RESIDENT WORKERS – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing

employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 26. SUSPENSION OR TERMINATION FOR CONVENIENCE** - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 27. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 28. AUDIT** - If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 29. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 30. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

31. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

32. The following documents shall be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. Bid Sheet

Required Documents

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying (not included; procurement < \$100,000)
- H. Company Data
- I. Addendum Acknowledgement
- J. Anti-Collusion Statement
- K. Bid Sheet

Response: Read and Understood

DRUG-FREE WORKPLACE CERTIFICATION


THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 06/14/2017
COMPANY: Embarq Florida, Inc.
ADDRESS: 755 Grand Blvd Ste 105-134
Miramar Beach, FL 32550
PHONE NO.: 334-399-6812

SIGNATURE: 
NAME: Patrick Hancock on behalf of Susan Baker
Manager, Offer Management
TITLE: Manager, Offer Management
E-MAIL: patrick.hancock@centurylink.com

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected official(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO X

NAME(S)

POSITION(S)

Not Applicable

FIRM NAME: Embarq Florida, Inc.

BY (PRINTED): Patrick Hancock on behalf of Susan Baker, Manager, Offer Management

BY (SIGNATURE):

 _____

TITLE: Manager, Offer Management

ADDRESS: 755 Grand Blvd, Suite 105-134

Miramar Beach, FL 32550

PHONE NO. 334-399-6812

E-MAIL patrick.hancock@centurylink.com

DATE 06/14/2017

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 06/14/2017

COMPANY: Embarq Florida, Inc.

ADDRESS: 755 Grand Blvd, Suite 105-134
Miramar Beach, FL 32550

E-MAIL: patrick.hancock@centurylink.com

PHONE NO.: 334-399-6812

SIGNATURE: 

NAME: Patrick Hancock, on behalf of Susan Baker
Manager, Offer Management

TITLE: Manager, Offer Management

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

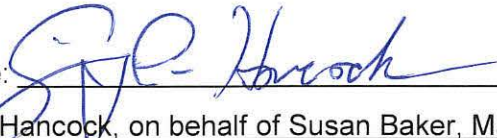
When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

Signature: _____



I, Patrick Hancock, on behalf of Susan Baker, Manager, Offer Management, representing Embarg Florida, Inc.

On this 14th day of June, 2017 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: Not Applicable

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No

Specify: Not Applicable

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No

Specify: Not Applicable

Signature: 

Name of Respondent: Patrick Hancock on behalf of Susan Baker, Manager, Offer Management

E-Mail: patrick.hancock@centurylink.com

INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

CenturyLink is not agreeable to the above indemnification obligation and proposes to modify the obligation as a part of negotiating a final agreement as follows:

Respondent shall indemnify and hold harmless the County, its officers and employees from third party claims against the County for liabilities, damages, losses, and costs including but not limited to attorney fees, related to death or injury to persons or damage to tangible property to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

Embarq Florida, Inc.
Respondent's Company Name


Authorized Signature – Manual

13131 Blair Stone Rd
Tallahassee, FL 32301
Physical Address

Patrick Hancock on behalf of Susan Baker,
Manager, Offer Management
Authorized Signature – Typed

755 Grand Blvd, Ste 105-134
Miramar Beach, FL 32550
Mailing Address

Manager, Offer Management
Title

334-399-6812
Phone Number

303-391-2229
FAX Number

334-399-6812
Cellular Number

800-786-6272 Opt 2, Opt1
After-Hours Number(s)

June 14, 2017
Date

COMPANY DATA

Respondent's Company Name: Embarq Florida, Inc.

Physical Address & Phone #: 1313 BLAIR STONE RD
TALLAHASSEE, FL 32301

Contact Person (Typed-Printed): Patrick Hancock

Phone #: 334-399-6812

Cell #: 334-318-6129

Federal ID or SS #: 59-0248365

Respondent's License #: Not Applicable

Fax #: 303-391-2229

Emergency #'s After
Hours, Weekends &
Holidays: 800-786-6272 Opt 2, Opt1

Patrick Hancock

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>
---------------------	-------------

Not Applicable

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

AP Hancock

ANTI-COLLUSION STATEMENT:

The below signed bidder has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to bid whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Embarq Florida, Inc.
Bidder's Company Name


Authorized Signature – Manual

1313 BLAIR STONE RD
Tallahassee, FL 32301
Address

Patrick Hancock on behalf of Susan Baker,
Manager, Offer Management
Authorized Signature – Typed

Manager, Offer Management
Title

334-399-6812
Phone #

303-391-2229
Fax #

59-0248365
Federal ID # or SS #

BID SHEET

Date Submitted: June 14, 2017

BID#: RFB IT 68-17

BID TITLE: PRI for Inbound/Outbound Phone Calls

TOTAL BID PRICE FOR MONTHLY RECURRING CHARGES (MRC): \$2,079.80

TOTAL BID PRICE FOR NON-RECURRING CHARGES (NRC): \$0.00

REMARKS:

<u>Services</u>	<u>PRI/ISDN/T 1DID's</u>	<u>Cost Per Item</u>	<u>Monthly</u>	<u>36 Month</u>	<u>Non-Recurring Charge (36 Month Term Only)</u>
PRI / ISDN	7	\$275.00	1,925.00	\$69,300.00	\$0.00
DID's	1363	\$0.10	\$136.30	\$4,906.80	\$0.00
Directory Listing	10	\$1.85	\$18.50	\$666.00	\$0.00
Premises Visit Charge	7	\$0.00	\$0.00	\$0.00	\$0.00
Caller ID/ W/Name	ALL	\$0.00	\$0.00	\$0.00	\$0.00
Quote# 16-011704					

J.P. Hancock
6-14-17

All charges shown in the pricing are for products and services only and do not include any applicable taxes or fees. Due to state-by-state variations, CenturyLink is not able to provide specific charges for taxes or fees. Tax rates/application are always subject to change without prior notice. CenturyLink applies all federal, state, and local tax rates and fees based on current rates at time of billing.

1250 Miracle Strip Pkwy, Ft Walton Beach

302 N. Wilson Street, Crestview

1804 Lewis turner Blvd., Ft Walton Beach

1701 Hwy 85 N., Eglin AFB (Airport)

90 College Blvd. East, Niceville

1940 Lewis Turner Blvd., Ft Walton Beach

602A North Pearl Street, Crestview

Each PRI is subject to the following ancillary charges:

Subscriber Line Charge	Access Recovery Charge
Federal Universal Service Charge	Facility Relocation Fee

J.P. Hancock
6-14-17