

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 01/1/2019

Contract/Lease Control #: C19-2776-IT

Procurement#: SOLE SOURCE

Contract/Lease Type: AGREEMENT

Award To/Lessee: CENTURYLINK SALES AND SOLUTIONS, INC.

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 01/15/2019

Expiration Date: 01/14/2022

Description of Contract/Lease: PHONE SERVICES AGREEMENT

Department: IT

Department Monitor: SAMBENEDETTO

Monitor's Telephone #: 850-51-7570

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

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3104-15

Procurement/Contractor/Lessee Name: Century Link Grant Funded: YES ___ NO X

Purpose: Phone services agreement

Date/Term: 60 months

Amount: 165,879.36

Department: IT

Dept. Monitor Name: Sambenedetto

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:

DeRita Mason Date: 8-29-18

Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: NO federal funds

_____ Date: _____

Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached

_____ Date: 8-29-18

Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached

_____ Date: 10-16-18

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

_____ Date: _____

Finance Manager or designee



Board of County Commissioners Purchasing Department

State of Florida

Date: November 2, 2018

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD SINGLE SOURCE

After in-depth review of the item requested from the Information Technology Department it was determined that this item is a proprietary item and in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

CenturyLink
665 Lexington Ave.,
Mansfield, OH 44907

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Sincerely,

Stephanie L. Herrick
Digitally signed by
Stephanie L. Herrick
Date: 2018.11.05
15:28:20 -06'00'

Stephanie Herrick
OMB Director



SINGLE SOURCE PURCHASE JUSTIFICATION REQUEST

A single source means that a commodity or service can be purchased from multiple sources, but, in order to meet certain functional or performance requirements (e.g. parts matching existing equipment or materials) there is only one economically feasible source for the purchase.

Date: 10/31/2018

PR No:

Requestor: Dan Sambenedetto

Phone No: 850-651-7570

Department/Division: Information Technology

Item Description: CenturyLink Centrex Analog Service

Vendor: CenturyLink

Vendor's Address: 665 Lexington Ave., Mallstop: OHMANLB0107, Mansfield, OH 44907

Vendor's Telephone No: 334-399-6812

Point of Contact: Patrick Hancock

Sole Source Justification: No other company offers Analog (Copper Analog) without extensive cost and time to complete. Another company would have to charge us to extend their service to locations where we need it, as well as other extra charges. It simply would not be cost effective to go with another company.
(attach additional docs if any)

Check One:

- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (attach emergency condition documentation)
- Federal Awarding Agency or Pass Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).
- The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced (price certification attached).
- Other, additional justification required (continue on blank page as needed)

[Handwritten Signature]
Requesting Department Director Signature (or authorized Designee)

10/31/2018

Date

REVIEW BY OMB AND PURCHASING

Approved:

OMB and Purchasing Department Comments:

Denied:

OMB Director Signature

Stephanie L. Herrick

Digitally signed by
Stephanie L. Herrick
Date: 2018.11.05
15:27:36 -06'00'

Date

DeRita Mason

From: Krystal King
Sent: Wednesday, August 29, 2018 10:01 AM
To: DeRita Mason
Subject: RE: Okaloosa County BOCC Centrex Renewal Agreement

Risk management approved.

Krystal King
Okaloosa County
Risk Management
(850)689-5977
Fax (850)689-5973

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records available to the public and media upon request. Therefore, this written email communication including your email address, may be subject to public disclosure.

From: DeRita Mason
Sent: Wednesday, August 29, 2018 9:42 AM
To: Krystal King <kking@myokaloosa.com>
Subject: FW: Okaloosa County BOCC Centrex Renewal Agreement

I wasn't sure if Jeff sent you this? Could you do a quick review?

Thank you,

DeRita

From: Denise Broadway
Sent: Wednesday, August 29, 2018 9:32 AM
To: Jeffrey Hyde <jhyde@myokaloosa.com>
Cc: DeRita Mason <dmason@myokaloosa.com>
Subject: RE: Okaloosa County BOCC Centrex Renewal Agreement

Hi Jeff,

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 16, 2018 10:02 AM
To: DeRita Mason
Cc: Lynn Hoshihara; Denise Broadway
Subject: RE: BOCC Centrex Renewal

This is approved for legal and risk purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Tuesday, September 25, 2018 10:28 AM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Denise Broadway
Subject: FW: BOCC Centrex Renewal

Kerry, this is what was sent to us this morning. Please review to make sure we are good to go.

From: Hancock, Patrick [mailto:Patrick.Hancock@Centurylink.com]
Sent: Tuesday, September 25, 2018 9:21 AM
To: Denise Broadway <dbroadway@myokaloosa.com>; Nelson, Karen G <Karen.G.Nelson@CenturyLink.com>
Cc: Robert Card <rcard@myokaloosa.com>; DeRita Mason <dmason@myokaloosa.com>; Lamar Stephens <lstephens@myokaloosa.com>
Subject: RE: BOCC Centrex Renewal

Denise, Please see attached, Legal said they sent the wrong one. This will apply to the Centrex Services.

Patrick Hancock
SR State Local Education Relationship Manager,
Alabama, Mississippi and North Florida

(O) 334-399-6812
(F) 303-391-2229

Contract No. 161002725231

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:

CENTURYLINK SALES SOLUTIONS, INC.

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

Patrick P. Hancock
Patrick P. Hancock
Sr. Global Relationship Mgr
12/18/18

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

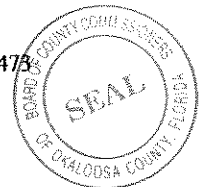
And if related to a dispute to:
CenturyLink
Attn: Legal Department
1801 California Street, #900
Denver, CO 80202
Fax: (888) 778-0054

Okaloosa County

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

Charles K. Windes, Jr.
Charles K. Windes, Jr.
Chairman, Okaloosa County BOCC
1/15/19

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



Address
for Notices
(if different
from
above):

Sales Rep: Patrick Hancock
Sales Rep Phone: 3343996812

SERVICES LIST

1. **SERVICES.** will provide to Customer those Services identified below. 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 the table below ("Price Table"). 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.

Product Description	Quantity	Service Term	Approved MRR	Approved NRR
Remote Call Forwarding - Price Plan PP3110 Feature Code 3110	1	60	\$21.50	\$0.00
Centrex Access Line - Price Plan - PP3917FXO Feature Code 3917	1	60	\$14.00	\$0.00
Centrex Access Lines - Price Plan PP3917OKC Feature Code 3917	400	60	\$14.00	\$0.00
Digital Centrex Access Line - Price Plan PP3917ZO Feature Code 3917Z	5	60	\$14.00	\$0.00
Caller ID Numbr/Name - Price Plan PP3249 Feature Code 3249	1	60	\$12.50	\$0.00
Hot Line-Bus - Price Plan PP3238 Feature Code 3238	1	60	\$7.50	\$0.00
Call Forwarding Business - Price Plan PP3051 Feature Code 3051	1	60	\$7.00	\$0.00
Voicemail Basic - Price Plan PPEQVMWB Feature Code EQVMBB	1	60	\$6.95	\$0.00
Additional Listing-Bus - Price Plan PP3820B Feature Code	1	60	\$4.50	\$0.00
Extra Line-Bus - Price Plan PP3832B Feature Code 3832	1	60	\$4.50	\$0.00
Access Recovery Charge - Price Plan PP3917FXO Feature Code 2003ML	1	60	\$2.87	\$0.00
Access Recovery Charge - Price Plan PP3917OKC Feature Code 2003ML	1	60	\$2.87	\$0.00
Access Recovery Charge - Price Plan PP3917ZO Feature Coder 2003ML	1	60	\$2.87	\$0.00
Subscriber Line Multi Line Interstate - Price Plan PP3917FXO Feature Code 2000EQ	1	60	\$1.07	\$0.00
Subscriber Line Multi Line Interstate - Price Plan PP3917OKC Feature Code 2000EQ	1	60	\$1.07	\$0.00
Subscriber Line Multi Line Interstate - Price Plan PP3917ZO Feature Code 2000EQ	1	60	\$1.07	\$0.00
Centrex - Meet Me Conference - Price Plan PP2810 Feature Code 2810	1	60	\$1.00	\$0.00
Fed Universal Service Chg - Price Plan PP3917FXO Feature Code 340CX	1	60	\$0.50	\$0.00
Fed Universal Service Chg - Price Plan PP3917OKC Feature Code 340CX	1	60	\$0.50	\$0.00
Fed Universal Service Chg - Price Plan PP3917ZO Feature Code 340CX	1	60	\$0.50	\$0.00
Facility Relocation Cost Recovery Fee BUS - Price Plan PP3917FXO Feature Code FACRB	1	60	\$0.48	\$0.00
Facility Relocation Cost Recovery Fee BUS - Price Plan PP3917OKC Feature Code FACRB	1	60	\$0.48	\$0.00
Facility Relocation Cost Recovery Fee BUS - Price Plan PP3917ZO	1	60	\$0.48	\$0.00

Additional Features Included	
900/976 Blocking - Price Plan PP3917OKC Feature Code 3135 Anon Call Reject-Bus - Price Plan PP3249 Feature Code 3735 Call Completion Blocking - Price Plan PPCCBLKB Feature Code CCBLK Centrex Line Hunt - Price Plan PP9782 Feature Code 9782 Circular Hunt Pilot - Price Plan PP9782 Feature Code 9780 CTX Phone Line Card - Price Plan PP4347B Feature Code 4347B Hunt Number - Price Plan PP9782 Feature Code 9739 Non Published Non Listed No Charge - Price Plan PP3811B Feature Code 3811 Non-List No Charge - Price Plan PP3801B Feature Code 3801 Per Line Blocking-Bus - Price Plan PP3191 Feature Code 3191 Pilot Number - Price Plan PP9782 Feature Code 9737 Restrct-3rd#1 Collect - Price Plan PP3127NC Feature Code 3127	

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 the Price Table. 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 the Price Table. 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 posted to http://about.centurylink.com/legal/rates_conditions.html and incorporated into the Agreement by this reference. Enter the Entity and Service name to locate the applicable terms and conditions. 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 in Section 3 above based for the Service cancelled or terminated. 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 posted to http://about.centurylink.com/legal/rates_conditions.html.