

**SUMTER COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY**

SUBJECT: Century Link Agreement (Staff recommends approval).

REQUESTED ACTION: Approve agreement as requested

Work Session (Report Only) **DATE OF MEETING:** 6/12/2012
 Regular Meeting Special Meeting

CONTRACT: N/A

Effective Date: 10/1/2012
Managing Division / Dept:

Vendor/Entity: Century Link
Termination Date: 9/30/2015
E-911 Administration

BUDGET IMPACT: \$163,437.48

Annual **FUNDING SOURCE:** Fund 114

Capital **EXPENDITURE ACCOUNT:** _____

N/A

HISTORY/FACTS/ISSUES:

Contract #SPR-32997 covers maintenance at The Sumter County Sheriff's Office and the Wildwood Police Department PSAP sites for 36 months, effective 10/01/2012 and terminating on 9/30/2015. The rates are higher due to the fact there will be more to maintain, see attached quotes #12-008818 (Sumter County Sheriff) and #12-008822 (Wildwood Police Department).

MEMORANDUM

To: Art Bisner
From: Silas Daniel, 911 Administration 
Re: CenturyLink Contract and Purchase Requisitions
Date: May 18, 2012

In reference to our conversation earlier this week re: the CenturyLink Maintenance Renewals, this is what needs to go before the BOCC on the agenda of the 06/06/2012 meeting.

Included in this packet are the following:

1. Purchase Order #54253 – This covers maintenance at the Wildwood Police Department PSAP site from the expiration of the contract on 5/31/2012 through the end of the current fiscal year. CenturyLink has agreed to the same monthly rate as specified in the original contract of \$941.22/month.
2. Purchase Order #54254 – This covers maintenance at the Sumter County Sheriff's Office PSAP site in Bushnell from the expiration of the contract on 6/30/2012 through the end of the current fiscal year. CenturyLink has agreed to the same monthly rate as specified in the original contract of \$2,982.56/month.
3. Contract #SPR-32997 (two copies) and quotes 12-008818 and 12-008822. This contract is a new contract that covers maintenance at both PSAP sites for 36 months, effective 10/01/2012 and terminating on 09/30/2015. Both copies need to be executed so that after CenturyLink's authorized representative executes them, both parties have an original copy. The rates are higher due to the fact there will be more to maintain. The grant-funded system upgrades received last fall are being performed in July at both sites. This higher rate has already been allocated in Fund 114 budgetary planning for Fiscal Year 2012-13 and onward.

If you have any questions, concerns or comments, please contact me.

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
Address: 1010 North Main Street
Bushnell, FL 33513

This CenturyLink Custom Cover Agreement (the "Agreement") between **CENTURYLINK SALES SOLUTIONS, INC.** as contracting agent on behalf of the applicable CenturyLink affiliated entities providing the Products and Services ("CenturyLink") and **E911 FLORIDA SUMTER COUNTY** ("Customer") establishes the terms and conditions governing CenturyLink's provision of the Products and Services priced in this Agreement. This Agreement and any information concerning its pricing, terms and conditions are CenturyLink's proprietary information and the term of the parties' nondisclosure agreement, if any, is extended to be coterminous with the Agreement Term. All capitalized terms not otherwise defined in this Agreement will have the meanings set forth in the applicable Attachment.

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.

1. **TERM.** This Agreement will be effective as of the date all parties have signed this Agreement ("Effective Date") and will continue to apply until Customer no longer receives Products or Services under this Agreement. The Order Term and Commencement Date for a particular Product or Service is defined in the applicable pricing attachment. CenturyLink will not accept Orders after expiration of the Agreement Term, but the Agreement will continue to apply to any unexpired Orders properly placed during the Agreement Term.
2. **PRODUCTS AND SERVICES ATTACHMENTS.**
 - 2.1 **Products and Services.** CenturyLink will provide to Customer the Products and Services identified in the following Attachments attached and incorporated by this reference. The name of the CenturyLink operating company providing Products and Services to Customer is listed in the Attachment.
Attachment A: RESERVED
Attachment B: RESERVED
Attachment C: Nontariffed Business Products and Services
Attachment D: RESERVED
 - 2.2 **Terms and Conditions.** CenturyLink provides Products and Services under terms and conditions incorporated by reference in the applicable Attachment.
 - 2.3 **Purchase Orders.** If expressly permitted under the applicable Attachment, CenturyLink will accept Customer-issued purchase orders, which will be subject to this Agreement.
 - 2.4 **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 Service before the end of an Order Term or any subsequent renewal, termination liability will apply as described in the applicable Attachment. If no termination liability is specified in the applicable Attachment, Customer will be liable for 50% of the monthly payments that would otherwise remain in the Order Term.
3. **RATES AND CHARGES.** Customer will pay the rates and charges set forth in the applicable Attachment. Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer.
4. **QUALIFICATIONS AND CONDITIONS.**

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
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Bushnell, FL 33513

- 4.1 Qualifications.** To receive pricing under this Agreement, Customer must meet the following Qualifications on the Effective Date. If Customer does not meet these Qualifications, CenturyLink may terminate this Agreement.
- A. Customer must have an address at 1010 North Main Street, Bushnell, FL 33513.
- 4.2 Conditions.** During each billing month of the Agreement Term, Customer must meet the following Conditions to receive all benefits under this Agreement. If Customer does not meet any one of these Conditions, CenturyLink may adjust Customer's Services Charges or terminate this Agreement.
- A. Customer must maintain an address at 1010 North Main Street, Bushnell, FL 33513.
- 5. UNIFORM RESOURCE LOCATORS (URLs).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 6. PRICING EXPIRATION.** To become effective, this Agreement must be: (a) signed by an authorized Customer representative; (b) delivered to CenturyLink on or before June 30, 2012; and (c) signed by a CenturyLink officer or authorized designee. Alterations to this Agreement are not valid unless accepted in writing by both parties.

CENTURYLINK SALES SOLUTIONS, INC.

E911 FLORIDA SUMTER COUNTY

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

By: _____
Name: _____
Title: _____
Date: _____
Address: _____

Approved as to Legal Form CenturyLink Law Dept.
MC — May 17, 2012



CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
Address: 1010 North Main Street
Bushnell, FL 33513

ATTACHMENT A

RESERVED

DM 339559v4

CENTURYLINK CONFIDENTIAL & PROPRIETARY INFORMATION

v.12.11

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
Address: 1010 North Main Street
Bushnell, FL 33513

ATTACHMENT B
RESERVED

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
 Address: 1010 North Main Street
 Bushnell, FL 33513

ATTACHMENT C

NONTARIFFED BUSINESS PRODUCTS AND SERVICES

1. **PRODUCTS AND SERVICES.** CenturyLink will provide to Customer the Products and Services listed in the tables below (each, a "Price Table"). Services are purchased for the specific term for the particular Service ordered (each, an "Order Term"), as listed in the 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 at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing.
2. **TERMS AND CONDITIONS.** CenturyLink provides the Products and Services listed in this Attachment under the *Standard Terms and Conditions for Communications Services, Local Government Customer Annex* and relevant Product or Service-specific terms and conditions listed below, all incorporated by reference in this Attachment and posted to http://about.centurylink.com/legal/rates_conditions.html.

2.1 Maintenance, Managed, Professional, and Other Value-Added Services.

- A. The table below lists the Maintenance, Managed, Professional, and Other Value-Added Services purchased by Customer and the CenturyLink entity(ies) providing those Services.

Type of Service	CenturyLink Entity Providing the Service
CenturyLink Centurion Maintenance - Extended Plan	Embarq Florida, Inc.

- B. In addition to the *Standard Terms and Conditions for Communications Services* and *Local Government Customer Annex*, CenturyLink provides CenturyLink Centurion Maintenance under the Centurion Maintenance Service Annex incorporated by reference in this Attachment and posted to http://about.centurylink.com/legal/rates_conditions.html.

3. PRICE TABLES FOR SERVICES.

Customer Billing Address	Covered Equipment & Price Quote	Type of Service	Order Term	Monthly Recurring Charge	Non-Recurring Charge
1010 N. Main St Bushnell, FL 33513	Wildwood PD (Price Quote 12-008822 incorporated into the Agreement by this reference)	Centurion Maintenance – Extended Plan	36 Months beginning 10/1/12	\$1,307.19	\$ 0
	Sumter Sheriff's Office (Price Quote 12-008818 incorporated into the Agreement by this reference)	Centurion Maintenance – Extended Plan	36 Months beginning 10/1/12	\$3,232.74	\$ 0

- 3.1 **Monthly Recurring Charges ("MRCs").** CenturyLink will charge Customer the MRCs for the Services described in the Price Table. Except as otherwise described in the Price Table, these rates will remain fixed for each Order Term identified above. Upon expiration of each Order Term,

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
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Bushnell, FL 33513

Customer must convert the rates for the affected Service to the then-current list rates, which are subject to change.

- 3.2 **Non-recurring Charges ("NRCs").** CenturyLink may charge Customer NRCs related to the Services described in the Price Table. CenturyLink may assess any additional, special construction charges that may be required to provide the Services. Such special construction charges, if applicable, will be determined at the time of the Order.
- 3.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
- 3.4 **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.

CenturyLink Custom Cover Agreement

Customer Name: E911 Florida Sumter County
Address: 1010 North Main Street
Bushnell, FL 33513

ATTACHMENT D
RESERVED



CENTURYLINK
CenturyLink Centurion Maintenance

Customer Legal Name: -
Customer Billing Name: E911 FLORIDA SUMTER COUNTY E-911
1010 N MAIN ST

Valid Until June 25, 2012

Contract Term: 36 Months

BUSHNELL, FL 33513-5044

Quote Number: 12-008818

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the EVBARQ® Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

Sumter County Sheriff PSAP

Part Number	Description	Quantity	Monthly Extended Rate	
			Unit	Total
912800-	Positron CAMA Gateway Shelf	2	7.80	15.60
912801-	Positron CAMA Interface Module	4	21.18	84.72
912802-	Positron Primary Backroom Server	1	31.42	31.42
912803-	Positron Primary VoIP Soft Switch	1	25.91	25.91
912805-	VoIP FXO Gateway - 8 Ports for Admin Lines	1	19.61	19.61
912806-	24 Port Switch	2	10.16	20.32
912817-	7" VIPER IT Cabinet	1	44.18	44.18
912813-	Power Supply (-48V DC)	2	10.95	21.90
912822-	Positron Secondary Backroom Server	1	31.42	31.42
912823-	Positron Secondary VoIP Soft Switch	1	25.91	25.91
913850-	Positron VIPER Enabling Kit	10	18.51	185.10
913100/50	Power 911 Version 5.0 Client Access License (CAL)	10	78.71	787.10
919100/320	Power MAP 3.2 Standard License	10	33.08	330.80
920002/A	Power MIS 4.0 Data License	10	6.67	66.70
999999-1	Power MIS Multi-Site Client License	1	7.88	7.88
914101/NS	IWS Workstation Computer (No Monitor)	11	18.75	206.25
914800-	Dual Video Card	10	2.13	21.30
912808-	IU Keyboard/LCD/8PortKVM (1U)	1	37.50	37.50
919202/R	IWS G2 Object Server Rack Mount	1	26.25	26.25
914226/R	IWS G2 Server (5 to 15 positions) Rack Mount	1	59.88	59.88
914431-	IWS G2 Server Tape Backup System	1	36.31	36.31
914451-	IWS G2 Server Redundant Disk Array (5-15 positions)	1	24.88	24.88
920023/BR	Power MIS 4.0 - G2 Server (5-15 pos) Rack Mount	1	36.25	36.25
950999/PRO1	Software Protection and Remote Technical Support (1	10	83.33	833.30
Q6455A#ABA	COLOR LASERJET 2600N PRINTER.	1	5.00	5.00
VG930M	19IN BLACK 360 DEGREE SWIVEL LCD	11	3.49	38.39
F3H981-06	6FT VGA SVGA MON EXT CABLE HDBB15M HDBB15F	21	0.31	6.51
SPPPC5E48BHD	Patch Panel CAT5E 48 Port HD	1	0.54	0.54
GP931	GPS Command Center Package	1	65.70	65.70
E686772	1928L INTELLITOUCH MONITOR DRK GREY	10	9.81	98.10
917310/11	ePrinter Software and Documentation	1	12.60	12.60
914102/BB	IWS Workstation Prebuilt Product Bundle	1	20.85	20.85
E10004	Rocket Port Express Quadcable DB9, PCIe Card	1	4.56	4.56

Options Included:			
-			
-			
-			
-			
-			
-			
SUBTOTAL: MONTHLY RECURRING EQUIPMENT COVERAGE.....		\$ -	\$ 3,232.74
TOTAL MONTHLY RECURRING COVERAGE CHARGES		\$ -	\$ 3,232.74
TOTAL CONTRACT TERM RECURRING COVERAGE CHARGES		\$ -	\$ 116,378.64
CONTRACT TERM: 36 Months			



CENTURYLINK
CenturyLink Centurion Maintenance

Customer Legal Name: -
Customer Billing Name: E911 FLORIDA SUMTER COUNTY E-911
1010 N MAIN ST

Valid Until June 25, 2012

Contract Term: 36 Months

BUSHNELL, FL 33513-5044

Quote Number: 12-008822

Wildwood Police Dept. PSAP

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the EMARQ® Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

Part Number	Description	Quantity			Monthly Extended Rate	
					Unit	Total
912800-	Positron CAMA Gateway Shelf	2	-	-	9.36	18.72
912801-	Positron CAMA Interface Module	3	-	-	25.42	76.26
912802-	Positron Primary Backroom Server	1	-	-	37.71	37.71
912803-	Positron Primary VoIP Soft Switch	1	-	-	31.09	31.09
912814-	Positron Admin Interface Module (AIM)	1	-	-	13.23	13.23
912806-	24 Port Switch	2	-	-	12.19	24.38
912817-	7' VIPER IT Cabinet	1	-	-	53.01	53.01
912813-	Power Supply (-48V DC)	2	-	-	13.14	26.28
912822-	Positron Secondary Backroom Server	1	-	-	37.71	37.71
912823-	Positron Secondary VoIP Soft Switch	1	-	-	31.09	31.09
913850-	Positron VIPER Enabling Kit	2	-	-	22.21	44.42
913100/50	Power 911 Version 5.0 Client Access License (CAL)	2	-	-	94.45	188.90
914120/1	IWS Underlying System Software - Workstation	2	-	-	4.88	9.76
914120/2	IWS Underlying System Software - Server	1	-	-	35.48	35.48
919100/320	Power MAP 3.2 Standard License	2	-	-	39.69	79.38
920002/A	Power MIS 4.0 Data License	2	-	-	8.00	16.00
914421-	Additional Backup EXEC Server Agent	1	-	-	4.76	4.76
914422-	Additional Backup EXEC SQL Agent	1	-	-	16.19	16.19
914120/2	IWS G2 Server - Configuration & Software	1	-	-	35.48	35.48
914101/NS	IWS Workstation Computer (No Monitor)	2	-	-	22.50	45.00
914800-	Dual Video Card	2	-	-	2.55	5.10
914203/R	IWS G2 Basic Server - Rack Mount	1	-	-	44.40	44.40
914431/R	IWS G2 Server Tape Backup System - Rack Mount	1	-	-	47.70	47.70
914456-	IWS G2 Basic Server Redundant Disk Array	1	-	-	11.48	11.48
920023/AR	Power MIS 4.0 - G2 Server - Rack Mount	1	-	-	40.35	40.35
917310/11	ePrinter Software and Documentation	1	-	-	15.12	15.12
950999/PRO1	Software Protection and Remote Technical Support (1	2	-	-	100.00	200.00
Q6455A#ABA	COLOR LASERJET 2600N PRINTER.	1	-	-	6.00	6.00
VG930M	19IN BLACK 360 DEGREE SWIVEL LCD	2	-	-	4.19	8.38
F3H981-06	6FT VGA SVGA MON EXT CABLE Hddb15M Hddb15F	2	-	-	0.38	0.76
SPPPC5E48BHD	Patch Panel CAT5E 48 Port HD	1	-	-	0.65	0.65
GP931	GPS Command Center Package	1	-	-	78.84	78.84
E686772	1928L INTELLITOUCH MONITOR DRK GREY	2	-	-	11.78	23.56

Options Included:			
-	SUBTOTAL: MONTHLY RECURRING EQUIPMENT COVERAGE.....	\$ -	\$ 1,307.19
-			
-			
-	TOTAL MONTHLY RECURRING COVERAGE CHARGES	\$ -	\$ 1,307.19
-			
-	TOTAL <u>CONTRACT TERM</u> RECURRING COVERAGE CHARGES	\$ -	\$ 47,058.84
CONTRACT TERM: 36 Months			