

**PURCHASE AGREEMENT**

This Purchase Agreement is made between Trans-West Telephone Co., Inc., dba Trans-West Network Solutions ("TWNS") and Yuma County located at 2717 S. Avenue B, Yuma, AZ 85364, hereinafter known as Yuma County, Purchaser or Customer.

Purchased equipment shall be installed at Adult Probation Office, 405 S. Main Street, Yuma, AZ 85364, and Yuma County Justice Center, 250 W. 2<sup>nd</sup> Street, Yuma, AZ 85364

1. **TWNS** hereby offers to assist Purchaser to obtain financing. Purchaser hereby requests TWNS to provide that assistance. Yes \_\_\_ No X If NO, then Purchaser will obtain own financing \_\_\_\_\_ or X Cash on completion.
2. **PURCHASE PRICE:** One hundred sixty-six thousand nine hundred fifty-six dollars and seventeen cents (\$166,956.17), including taxes. Payment schedule, based upon project completion deadline of September 30, 2013, as per the *YUMA COUNTY MITEL COMMUNICATIONS DIRECTOR VoIP SYSTEM EXPANSION Request for Quote (RFQ)*, and upon receipt of physical Yuma County Purchase Order with Purchase Order terms provided, shall be as follows: TWNS shall invoice Yuma County upon completion and acceptance of project. Payment in full shall be due and payable to Trans-West Network Solutions within thirty (30) days from invoice date ("Net 30"). Should project deadline be extended at the Customer's request, TWNS reserves the right to request progress payments, based upon amount of equipment and/or labor provided at time of project deadline extension.
3. **WARRANTY:** TWNS hereby warrants for a period of one (1) year, from first day of operation, all equipment listed in Schedule A to be free of defects in material and workmanship, unless otherwise warranted by the manufacturer. TWNS further agrees to service the complete installation for one year from first day of operation. This warranty will not include equipment, which has been repaired or serviced by others, abused, altered, improperly handled, or used with equipment not installed by TWNS. Damage due to acts of God, fire, water, or riots are not covered by the warranty.  
WARNING: The communications system hardware and software TWNS is providing under this agreement may include phones or devices capable of operating using a protocol called Voice over IP or VOIP. While this technology has many features and benefits it also provides for unbridled mobility. This mobility allows either end user devices or core system and software to function over IP networks and potentially operate outside of the area originally installed or physical location that is NOT your address of record for local emergency authorities. As such, TWNS disclaims any express or implied warranty or representation that the software will permit or allow you access to emergency call services, such as 911/999/112 or similar emergency call services (in the applicable territory where the software is used). TWNS further disclaims any express or implied warranty or representation that, in the event such access is available, the software will relay accurately or at all, the device identification number or phone number (also known as an automatic number identification [ANI] or callback) or the location (also known as automatic location information [ALI]) you are calling from, to the appropriate emergency response center (also known as a public safety answering point [PSAP]). TWNS cannot guarantee the accurate delivery of any emergency service information and recommends that an alternate method of dialing or reaching emergency services be made available at all times.
4. **TITLE & LIABILITY:** Title to equipment and associated hardware shall remain with TWNS until all amounts owed TWNS hereunder are paid in full. Purchaser assumes liability for all equipment and supplies when delivered to its premises. TWNS will make its best effort for a timely installation; however, TWNS under no circumstances shall be liable for any damages due to said delays. Purchaser shall pay TWNS all costs, including reasonable attorney's fees, incurred by TWNS in enforcing the provisions of this agreement. Delinquent invoices are subject to a charge of 1.5% per month or the maximum allowed by law, whichever is less.
5. **SERVICE AGREEMENT:** Additional Service Agreement addendums detailed per attached Schedule B, C, D or E.
6. **EXPOSED CABLE & AC OUTLET:** It is hereby agreed by both parties that in existing buildings or installations, it is normal to install telephone cable that may be exposed. Should Purchaser require that cable be hidden inside walls, floors, or conduit, then it shall be the responsibility of the Purchaser to provide and install said rigid conduit and provide fish wires for pulling cable. Purchaser must provide a 110-volt AC outlet within 5 feet of main equipment.
7. **SCOPE OF WORK:** The parties agree that a "Scope of Work," when signed by an authorized representative of both parties, shall become an addendum to and incorporated into this Purchase Agreement.
8. **NETWORK READINESS:** The parties agree, unless otherwise indicated in the "Scope of Work," that the Purchaser shall be responsible for ensuring that the necessary network specifications for the Purchaser's data network are satisfied prior to TWNS's commencement of system installation. Failure to comply with this provision may result in additional service related charges.
9. **EARLIEST COMPLETION DATE:** Three weeks from receipt of approved Yuma County Purchase Order.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co. Inc., dba Trans-West Network Solutions**

By \_\_\_\_\_

Sales Person \_\_\_\_\_

Printed Name \_\_\_\_\_

Accepted By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:

Customer Name: Yuma County Adult Probation Office

WTY SPC (Y/N): Y Customer No.: 48613

SO No.:

10. **ARIZONA STATE CONTRACT:** Trans-West Network Solutions Vendor Number 9000003453 for Arizona State Contract Number is ADSP012-024656 Network Equipment and Services.

**Complete installation includes all labor and associated hardware listed on Schedule A.**

**SCHEDULE A**

**Customer Name: Yuma County**

Equipment shall be installed at Adult Probation Office, 405 S. Main Street, Yuma, AZ 85364, and Yuma County Justice Center, 250 W. 2<sup>nd</sup> Street, Yuma, AZ 85364

**Yuma County - Itemized Cost Sheet**

Part	Description	Qty	Unit Price	Extended Price
<b>A1.1 MCD - Core Hardware and Software</b>				
50003560	DUAL T1/E1 TRUNK MMC	1	\$ 960.00	\$ 960.00
50005105	ASU II	1	\$ 448.00	\$ 448.00
50005731	24 port ONSp card	1	\$ 550.40	\$ 550.40
50005751	DSP II MMC	1	\$ 768.00	\$ 768.00
50006271	PWR CRD C13 10A 125V - NA PLUG	3	\$ 9.60	\$ 28.80
52002541	3300 User Controller 1400	1	\$ 5,120.00	\$ 5,120.00
	1 : 50001247 3300 - 128 CH. ECHO CANCELLOR ROHS5			
	1 : 50005084 MXe AC POWER SUPPLY			
	1 : 50006269 3300 MXe III Controller			
	1 : 50006431 MXe III Raid Sub-System			
	1 : 50006432 Processor - MXe III Controller			
	1 : 50006489 3300 160G SATA HDD 2 pack(Cntr-Server)			
	1 : 54004963 MCD Enterprise Gateway Software			
<b>A1.2 Unified Communications</b>				
54005442	MAS Virtual Appliance	1	\$ 636.80	\$ 636.80
	Includes:			
	MBG Base			
	UC Mobile Base			
	UC Base, NuPoint Base			
	MCD App Connection Lic (6)			
<b>A1.3 Desktop Devices - IP Phones and Accessories</b>				
50005915	PKM KIT - 48 KEY (for 85xx/53xx Phones)	4	\$ 275.20	\$ 1,100.80
50006476	5330E IP PHONE	160	\$ 278.40	\$ 44,544.00
51016170	LIVE CONTENT SUITE (5320/30/40/60)	1	\$ -	\$ -
50006580	UC360 Collab Pt (Audio + In Room Collab)	4	\$ 700.80	\$ 2,803.20
51301151	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8	4	\$ 76.80	\$ 307.20
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	4	\$ 3.20	\$ 12.80
<b>A1.4 Phone System Rebates</b>				
	Move to Mitel Competitive Displacement Program <sup>1</sup>	1	\$ (20,224.00)	\$ (20,224.00)
<b>A2. Cisco - Switches</b>				
CIS-WS-C2960S-48FPS-L	Cisco Catalyst Switch - Managed - Cisco Catalyst Switch - managed - 48 x 10/100/1000 + 4 x SFP - rack-mountable - PoE	3	\$ 3,276.47	\$ 9,829.41
C2960S-STACK	CISCO CAT2960S FLEXSTACK MOD OPT REFURB	3	\$ -	\$ -

(Continued)

Purchaser \_\_\_\_\_

**Trans-West Telephone Co. Inc., dba Trans-West Network Solutions**

By \_\_\_\_\_

Sales Person \_\_\_\_\_

Printed Name \_\_\_\_\_

Accepted By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:

Customer Name: Yuma County Adult Probation Office

WTY SPC (Y/N): Y Customer No.: 48613

SO No.: \_\_\_\_\_

Purchaser \_\_\_\_\_

**Trans-West Telephone Co. Inc., dba Trans-West Network Solutions**

By \_\_\_\_\_

Sales Person \_\_\_\_\_

Printed Name \_\_\_\_\_

Accepted By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:

Customer Name: Yuma County Adult Probation Office  
WTY SPC (Y/N): Y Customer No.: 48613  
SO No.: \_\_\_\_\_

SCHEDULE A - CONTINUED

Customer Name: **Yuma County**

Equipment shall be installed at Adult Probation Office, 405 S. Main Street, Yuma, AZ 85364, and Yuma County Justice Center, 250 W. 2<sup>nd</sup> Street, Yuma, AZ 85364

Yuma County - Itemized Cost Sheet

Part	Description	Qty	Unit Price	Extended Price
<b>B. MCD - Solution Licenses</b>				
54005978	UCC(V2) Entry User for Enterprise	4	\$ 156.80	\$ 627.20
54005981	UCC(V2) Premium User for Enterprise	10	\$ 307.20	\$ 3,072.00
54005982	UCC(V2) Premium User (50) Enterprise	3	\$ 14,080.00	\$ 42,240.00
54000297	MCD Mailbox license	1	\$ 32.00	\$ 32.00
54000303	MCD Digital Link License	2	\$ 960.00	\$ 1,920.00
54002701	MCD ONS license	8	\$ 48.00	\$ 384.00
54003522	MCD T38 license (4 channels)	1	\$ 352.00	\$ 352.00
<b>C. Professional Services</b>				
LAB	Professional Services	160	\$ 125.00	\$ 20,000.00
LAB-200MILES	Vehicle Mobilization 200 Miles from HQ	1	\$ 1,200.00	\$ 1,200.00
LAB-LPM	Lodging Per Man/Day	20	\$ 100.00	\$ 2,000.00
LAB-PDE	Per Diem Expense Per Man/Day	20	\$ 50.00	\$ 1,000.00
LAB-PM1	Project Management	1	\$ 1,500.00	\$ 1,500.00
<b>D. Applicable Taxes</b>				
Tax	Tax - See Grand Total below	1		
<b>E. Applicable Shipping and Handling</b>				
Shipping & Handling	Shipping and Handling	1	\$ -	\$ -
<b>F. Sub Total</b>				
<b>Sub Total</b>				\$ 121,212.61

<sup>1</sup>Discount based on Quantity and Phone Model.

Sub Total

A1. Phone System		\$ 37,056.00
A2. Cisco Switches		\$ 9,829.41
B. License Cost		\$ 48,627.20
C. Professional Services		\$ 25,700.00
D. Taxes - See Grand Total below		
E. Shipping and Handling		\$ -
<b>Sub Total</b>		\$ 121,212.61

(Continued)

Purchaser \_\_\_\_\_

Trans-West Telephone Co. Inc., dba Trans-West Network Solutions

By \_\_\_\_\_

Sales Person \_\_\_\_\_

Printed Name \_\_\_\_\_

Accepted By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE A - CONTINUED**

**Customer Name: Yuma County**

Equipment shall be installed at Adult Probation Office, 405 S. Main Street, Yuma, AZ 85364, and Yuma County Justice Center, 250 W. 2<sup>nd</sup> Street, Yuma, AZ 85364

**Yuma County - Itemized Cost Sheet**

Part	Description	Qty	Unit Price	Extended Price
<b>G. Existing System Software Assurance and Support - 3 Year</b>				
54005195	STD SWAS MCD BASE	6	\$ 125.00	\$ 750.00
54005196	STD SWAS MCD ONS (ANALOG)	0	\$ 4.00	\$ -
54005222	STD SWAS MAS BASE	3	\$ 100.00	\$ 300.00
54005677	STD SWAS UCM BASE	3	\$ 100.00	\$ 300.00
54005226	STD SWAS MAS UCM USER	30	\$ 2.00	\$ 60.00
54005994	STD SWAS UCC(V2) Prem	30	\$ 30.00	\$ 900.00
	Gold Seal Extended Warranty - 5% Based on original purchase order plus any add-on equipment	3,600	\$ 1.00	\$ 3,600.00
<b>Sub Total</b>				\$ 5,910.00
 <b>H. New Branch Office Software Assurance and Support - 3 Year</b>				
54005195	STD SWAS MCD BASE	3	\$ 125.00	\$ 375.00
54005196	STD SWAS MCD ONS (ANALOG)	24	\$ 4.00	\$ 96.00
54005222	STD SWAS MAS BASE	3	\$ 100.00	\$ 300.00
54005992	STD SWAS UCC(V2) Entry	12	\$ 11.00	\$ 88.00
54005994	STD SWAS UCC(V2) Prem	480	\$ 30.00	\$ 14,400.00
	Gold Seal Extended Warranty - 5% Based on original purchase order plus any add-on equipment	16,950	\$ 1.00	\$ 16,950.00
<b>Sub Total</b>				\$ 32,209.00
<b>Grand Total with 3 Year Support</b>				
F. Sub Total				\$ 121,212.61
D. Taxes				\$ 7,624.56
G. 3 Year Price				\$ 5,910.00
H. 3 Year Price				\$ 32,209.00
<b>Grand Total</b>				<b>\$ 166,956.17</b>

Purchaser \_\_\_\_\_  
 By \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

**Trans-West Telephone Co. Inc., dba Trans-West Network Solutions**  
 Sales Person \_\_\_\_\_  
 Accepted By \_\_\_\_\_  
 Title \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:	<b>Customer Name: <u>Yuma County Adult Probation Office</u></b> <b>WTY SPC (Y/N): <u>Y</u> Customer No.: <u>48613</u></b> <b>SO No.: _____</b>
----------------	--

**SCHEDULE B**  
**FIVE STAR WARRANTY PARTNER PROGRAM**

**Five Star Warranty Partner Program:** By accepting this option, Customer receives Trans-West Telephone Co., Inc., dba Trans-West Network Solutions ("TWNS"), our Five Star Warranty Partner Program. The Five Star Warranty Partner Program is effective for five years and becomes effective upon installation of the new communications equipment.

**Terms and Conditions of Your Five Star Warranty**

- This Warranty is an extension of the manufacturer's equipment warranty. TWNS agrees to repair or replace covered equipment purchased from us where such repair or replacement is due to a malfunction of the equipment or any part thereof. This warranty also covers any labor associated with malfunctioning parts. A malfunction is, for purposes hereof, defined as failure of a mechanical or electronic part of a covered component, or faulty workmanship of a covered component, as supplied by a manufacturer.
- The Customer's warranty claim for coverage shall in no event exceed the actual cash value of the covered equipment at the time of malfunction. The total warranty claim coverage made during the term of this Warranty shall not exceed the original cost of the covered equipment. Equipment of like kind and quality shall be used to replace any covered equipment or components at the time of any failure thereof. TWNS may elect to depreciate, on a pro-rate basis, new parts used to repair or replace any covered component(s).
- The Customer shall be responsible to pay a deductible fee to TWNS for each claim occurrence if the Gold Seal Warranty Partner Program is not in effect at the time of the equipment loss and subsequent claim.
- This warranty does not provide for : (1) repair or replacement without proper authorization; (2) coverage for any equipment or any component parts thereof which is not purchased from TWNS (3) coverage for any wiring used in connection with the installation of covered or any component parts thereof; (4) normal service/maintenance, additions not listed as part of the original equipment list or subsequent addendums, moving equipment, or programming changes; (5) magnetic media; (6) work performed by persons not authorized in writing by TWNS, such as, but not limited to, Customer employees, agents, contractors, or consultants; (7) warranty claims otherwise required hereunder where damage to the covered equipment or component is due to any deliberate acts of the Customer or any agent or employee thereof; (8) replacement batteries for covered equipment (9) peripheral equipment including but not limited to headsets, dialers, some wireless handsets, and answering machines; (10) manufacturer software and technical support agreements; and/or (11) software or the labor to trouble-shoot and resolve software issues.
- This Warranty does not provide for coverage of equipment or software which are damaged due to: (1) deliberate abuse thereof by any person; (2) negligence of the Customer or its agents or employees; (3) improper or negligent alteration of covered equipment or a component part thereof; (4) acts of God; (5) exposure to elements of weather; (6) electrical power surges; and/or (7) insufficient heating/ventilating/air conditioning (HVAC) or HVAC system failure.
- In no circumstances or event shall TWNS, its officers, directors, shareholders, agents or employees be liable for indirect, special, incidental or consequential damages (including, but not limited to, lost profits), directly or indirectly arising from Customer's inability to use the equipment either separately or in combination with any other equipment, regardless of the form of action, whether in contract, tort, strict liability or otherwise, and whether or not such damages were foreseen or unforeseen.
- The express warranties contained herein are in lieu of all other warranties, and TWNS expressly disclaims all other warranties, implied warranty of merchantability or any implied warranty of fitness for a particular purpose.

This Warranty may be transferable to a new system owner with prior approval of TWNS. A Partner Program Transfer fee may be charged.

**FIVE STAR WARRANTY ADDENDUM:**

Coverage for Customer's existing Mitel equipment located at the following locations shall be included in this Five Star Warranty: Mitel Core\data center, Yuma County Justice Center, 250 W. 2nd Street, Yuma, AZ 85364; and Wellton Branch, Wellton Justice Center JP3, 10260 Dome Street, Wellton, AZ 85356

**FIVE STAR WARRANTY AND ADDENDUM ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Authorized Customer Signature

**TRANS-WEST NETWORK SOLUTIONS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Authorized Signature

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

<b>For TWNS only:</b>	<b>Customer Name: <u>Yuma County Adult Probation Office</u></b> <b>WTY SPC (Y/N): <u>Y</u> Customer No.: <u>48613</u></b> <b>SO No.: _____</b>
-----------------------	--

**SCHEDULE C  
GOLD SEAL WARRANTY PARTNER PROGRAM**

**GOLD SEAL WARRANTY:** The GOLD SEAL Warranty is **free** for the first year. Gold Seal Warranty coverage begins on the installation date and is renewable annually for 4 years. Included in the Gold Seal Warranty are certain guarantees and many benefits not covered by the Five Star Warranty Partner Program. The Gold Seal Warranty Partner Program is primarily a services (labor) agreement.

In order to ensure there is no loss of benefits, TWNS may automatically invoice Customer before the end of the term of the Gold Seal Warranty Partner Program. Customer has the option at that time to accept or reject the additional benefits and peace of mind that accompany the Gold Seal Warranty.

**BENEFITS Include:**

- Waiver of Labor Charges for Service of covered equipment
- Software issues, programming glitches, and manufacturer provided upgrades to resolve issues.
- Software Support on covered systems when manufacturer support agreements are in place.
- Remote software modifications, up to one hour per incident
- Remote technical support
- Telephone company problems, interface with long distance carriers
- Additional Customer user training and User Guides
- Replacement of defective base cords and handset cords
- Yearly back-up of PBX systems
- Free annual preventative maintenance
- Auditing of local and long distance expenses; cost-saving recommendations
- Engineering and design consultation, up to one hour per incident
- Waiver of the Five Star Warranty Partner Program deductible
- Waiver of Emergency \$100.00 Expedite Fee
- Reduced Add/Move/Change and Non-Emergency Expedite Fee of \$50.00, versus \$100.00 for non-Partner Plan Customers.
- Wiring and cabling problems (To qualify for coverage, existing cable must be previously certified by TWNS. No outside plant cabling is covered.)

**GUARANTEES Include:**

- In an emergency situation, we guarantee to respond to our Customer's emergency service within our emergency service goals or we will apply \$100.00 purchase credit to their account for each hour that we fail to respond, up to a maximum of \$1,000.00
- In a standard repair, non-emergency situation, we guarantee our Customer that we will meet our service response goals or we will apply a \$100.00 purchase credit to their account for each occurrence.

**GOLD SEAL WARRANTY ADDENDUM:**

Coverage for Customer's existing Mitel equipment located at the following locations shall be included in this GOLD SEAL Warranty: Mitel Core\data center, Yuma County Justice Center, 250 W. 2nd Street, Yuma, AZ 85364; and Wellton Branch, Wellton Justice Center JP3, 10260 Dome Street, Wellton, AZ 85356

**GOLD SEAL WARRANTY AND ADDENDUM ACCEPTED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Authorized Customer Signature

**TRANS-WEST NETWORK SOLUTIONS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_  
Authorized Signature

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE C - CONTINUED**

Trans-West Telephone Co., Inc., dba Trans-West Network Solutions (“TWNS”) hereby agrees to the following terms and conditions:

- 1) **Maintenance:** TWNS agrees to provide 100% of the labor necessary to maintain covered equipment and software in good working order when equipment is subjected to normal use and service, required manufacturer software and technical support agreements are in place, and as long as Customer shall not be in default of any provision of this or any other agreement between the parties hereto. TWNS agrees to supply properly trained technicians to service the Customer’s communication equipment and components as itemized in the Schedule A.

TWNS will respond within 2 hours of notification of an emergency service call (defined as no incoming or outgoing telephone service or primary telephone out of service), and within 24 hours for regular maintenance services (non-emergency) during the normal business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays). Service outside of normal business hours will be provided (at Customer’s request) during the warranty period at TWNS’ current rates for such services, as follows:

**▲Overtime Rate - Per Call/Hourly Rate:** TWNS will provide repair service after normal business hours, upon Customer’s request. The hourly labor rate for such service is \$62.50 per hour (or current rate) for the first three hours (minimum three hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$31.25 (or current rate) per half hour.

**▲On Call Rate - Per Call/Hourly Rate:** TWNS will provide repair service for service contract maintenance/warranty items at Customer’s request after normal business hours. Such service shall be subject to a labor charge for the difference between standard and overtime rates, \$62.50 per hour, (or current rate) for the first three hours (minimum three hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$31.25 (or current rate) per half hour.

TWNS agrees to repair or replace equipment which has become defective through other than normal wear and usage, relocate or rearrange equipment, add to or remove equipment at the expressed request of the Customer. Customer agrees to pay supplementary equipment charges, and labor charges as listed below, in accordance with TWNS’s current rates for such services.

**▲Hourly Rate - Per Call/Hourly Rate:** TWNS will provide service during our regular business hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Holidays). The hourly labor rate is \$125.00 per hour (or current rate) for the first hour (minimum one hour on site charge, plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$62.50 (or current rate) per half hour.

**▲Overtime Rate - Per Call/Hourly Rate:** TWNS will complete Add, Move, or Change orders after normal business hours, upon Customer request. The hourly labor rate is \$187.50 per hour (or current rate) for the first three hours (minimum three-hour on site charge plus a flat rate travel charge of \$60.00, or current rate). Every half hour thereafter for labor is charged at \$93.75 (or current rate) per half hour.

- 2) **Time and Place of Maintenance Work:** Maintenance work shall be performed at the location of the equipment (or at a TWNS location) and Customer shall furnish heat, light, and power at these locations. TWNS regular business hours are 8:00 a.m. to 5:00 p.m., Monday to Friday excluding holidays. Services performed due to Customer’s operational requirements outside the aforesaid normal working hours will be billed in accordance with the current Partner Plan Service Overtime Rates

- 3) **Equipment and Software Adds:** During the term of this contract, TWNS will provide maintenance services for any add on hardware or software that is purchased from TWNS and added to this contract, on the same terms and conditions as the original equipment. Additional equipment purchased and added to this warranty subsequent to the date of this agreement may be subject to a Warranty Add-On fee and approval by TWNS. This will ensure coverage for the life of the Gold Seal and Five Star Warranty Partner Program.

- 4) **Exclusions:** This contract does not cover the labor costs associated with the service of parts or software required due to damage caused by lightning, water, flood, storm or any other force of nature, power surge, dirty power, accident, negligence, vandalism, abuse, misuse, theft, work performed on or modifications made to equipment by other than TWNS or its authorized agent, Customer data entry, Customer’s failure to maintain the environmental and/or electrical conditions for the equipment set forth in the manufacturer’s specifications, any host system or peripheral equipment attached to the equipment. Any damage to or destruction of the equipment or any portion thereof occurring due to the fault, negligence or omission of the Customer shall void this contract and shall be the responsibility of the Customer, to be covered under TWNS’s Standard Rates.

- On-site service of residential Teleworker IP phones is not covered.
- Manufacturer Software and Technical Support Agreements may be required and are not included.

- 5) **Insurance Requirements:** TWNS agrees to maintain in effect Property/Liability Insurance on employees, vehicles, etc. Further, any employees are covered by appropriate workers compensation and disability insurance. TWNS is fully insured and bonded.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_



For TWNS only:

Customer Name: Yuma County Adult Probation Office  
WTY SPC (Y/N): Y Customer No.: 48613  
SO No.: \_\_\_\_\_

**SCHEDULE C – CONTINUED**

- 6) **Customer Assistance:** Customer agrees to furnish the TWNS maintenance personnel, or authorized representatives, all pertinent information related to the reported malfunction and to afford them access to the equipment as required for the performance of this agreement. Customer agrees to maintain Manufacturer Support Agreement for systems and applications covered under Partner Program or Customer will be responsible for Manufacturer’s per occurrence charge.
- 7) **Remote System Access:** Customer agrees to provide TWNS approved remote access to the communications equipment so that the Service Level Agreements contained herein can be met, and to perform service on the covered equipment and software; including scheduled maintenance tasks, minor Adds, Moves and Changes, and for TWNS to assist Customer when they are programming. Any TWNS time required to set up a web collaboration for remote access may be billable to Customer by TWNS.
- 8) **Unauthorized Maintenance:** If other than TWNS authorized representatives perform any repair or maintenance service on the equipment while the equipment is under this contract, which in the opinion of TWNS increases the maintenance cost thereof, TWNS shall notify Customer and an equitable adjustment shall be made. If no agreement can be reached on the increased cost, TWNS, at its option, may terminate this agreement.
- 9) **Limitation of Liability:** TWNS shall be excused from performance of its obligations under this contract to the extent that it is prevented, hindered, delayed, or otherwise made impracticable by reason of acts of God, acts of government, acts of omissions of third parties, flood, storm, riot, vandalism, fire, lightning, strike, non-availability of parts, explosion, war, civil strife, or any other cause beyond the reasonable control of TWNS. TWNS disclaims all other warranties and conditions, expressed, implied, statutory of any nature whatsoever, concerning the services and materials provided in connection with this Gold Seal Warranty. In no event shall TWNS be liable in contract, tort, strict liability, negligence or otherwise for any punitive, special, indirect, incidental or consequential damages for loss, damage or expense directly or indirectly arising from use of or inability to use the equipment either separately or in combination with any other equipment, or from any other cause whether or not TWNS has received notice of the possibility or certainty of such damages or losses, including but not limited to loss of profit and/or loss of use.
- 10) **Toll Fraud Disclaimer/Warning:** TWNS agrees to assist Customer with manufacturer theft security countermeasures that may help minimize the risk of toll fraud. TWNS does not insure that toll fraud will not occur. TWNS makes no representations, claims, guarantees, or express or implied warranties that it can configure, program, or maintain this equipment in a manner so as to make it immune from fraudulent intrusions into and/or unauthorized use of the system (including its interconnection to a long distance network). Customer is hereby warned that fraudulent use of this system, including but not limited to DISA, Auto-Attendant, Voice Mail, RMATS, 800 and 900 service as well as 10XXX is possible. Customer hereby assumes all risk of such fraudulent or unauthorized use or intrusion. TWNS makes no representations, claims, guarantees, or express or implied warranties that it can maintain this equipment in a manner so as to make it immune from or prevent unlawful and/or unauthorized utilization of the equipment that may result in the invasion of one’s right to privacy. TWNS hereby warns Customer that such unlawful and/or unauthorized use is possible and Customer assumes the risk of such.
- 11) **Database Loss Disclaimer:** TWNS disclaims any expressed or implied warranty that the Software and any enabling Firmware are technically immune from or prevent the loss of data and/or Customer’s database. The Customer hereby assumes all risk associated with the loss of data.
- 12) **Entire Agreement:** The provisions contained in this agreement, when approved, accepted, and executed, constitutes the entire agreement between TWNS and the Customer with Regard to the subject matter hereof, and any alterations or modifications hereto must be in writing, referring to this agreement, and must be executed by TWNS and Customer.
- 13) **Authority to sign:** The person signing this Agreement on behalf of the Customer hereby warrants that they have full and complete authority from said corporation, proprietorship, or partnership to sign this Agreement, and to obligate the corporation, proprietorship, or partnership hereunder. Said party shall be liable for all sums that may be due and owing to TWNS hereunder, including attorney’s fees and costs.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:	<b>Customer Name: <u>Yuma County Adult Probation Office</u></b> <b>WTY SPC (Y/N): Y Customer No.: <u>48613</u></b> <b>SO No.: _____</b>
----------------	---

**TWNS hereby agrees to the following Yuma County Terms and Conditions, which shall prevail and supersede any inconsistent terms and conditions contained herein.**

**Addendum A – Section 4A and 4B from  
YUMA COUNTY MITEL COMMUNICATIONS DIRECTOR VoIP SYSTEM EXPANSION Request for Quote (RFQ)**

**Section 4A  
TERMS AND CONDITIONS**

1. **Contract Documents:** The successful vendor will be required to enter into a written contract with the County. This Request and any amendments and the response and any amendments of the Contractor shall be incorporated along with the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- o written modifications to the executed contract;
- o written contract signed by the parties;
- o this Request including any and all addenda; and
- o Contractor's written quote submitted in response to this Request as finalized.

2. **Contract Formation:** No contract shall be considered to have been entered into by the County until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful vendor.

3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Yuma County Information Technology Services**  
**2717 S. AVE B**  
**Yuma, AZ 85364**

**Quote:** Mitel Communications Director VoIP System Expansion

4. **Termination for Cause:** The Project Committee may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- o the Contractor fails to make delivery of goods or services as specified in this contract; or
- o the Contractor provides substandard quality and/or workmanship;
- o the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Project Committee shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as County may authorize in writing), the County shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

5. **Termination for Convenience:** The Project Committee may terminate performance of work under this contract in whole or in part whenever, for any reason, the Project Committee shall determine that the termination is in the best interest of the County. In the event that the Project Committee elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

6. **Rights and Remedies:** If this contract is terminated, the County, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the County in the manner and to the extent directed, any completed materials. The County shall be obligated only for those services and materials rendered and accepted prior to the date of termination.  
 In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by County, subject to any offset by County for actual damages including loss of federal matching funds.

The rights and remedies of the County provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the quote specifications may result in termination of this contract and/or damages.

11. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The County will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

12. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the County and who are providing services involving this contract or services similar in nature to the scope of this contract to the County. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any County employee who has participated in the making of this contract until at least two years after his/her termination of employment with the County.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

13. **Confidentiality:** The Contractor may have access to private or confidential data maintained by the County, to the extent necessary to carry out its responsibilities under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by County, will destroy or render it unreadable.

14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state, county and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

15. **Environmental Protection:** The Contractor shall abide by all federal, state, county and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

16. **Hold Harmless:** The Contractor shall indemnify the County against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The County shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to County property. The Contractor shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

17. **Care of County Property:** The Contractor shall be responsible for the proper care and custody of any County- owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse County for such property's loss or damage caused by Contractor, normal wear and tear excepted.

18. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any County employee at any time.

19. **Retention of Records:** Unless the County specifies in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal, state, and county representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of county and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post- contract period. Delivery of and access to the records shall be at no cost to the state.

20. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the County all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the County relating to the particular products or services purchased or acquired by the County pursuant to this contract.

21. **Modification:** This contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment

Purchaser _____	<b>Trans-West Telephone Co., Inc., dba Trans-West Network Solutions</b>
Initial _____ Date _____	Initial _____ Date _____

shall specify the date on which its provisions shall be effective.

22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the County.

This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the County.

23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

25. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

26. **Governing Law:** This contract shall be governed by the laws of the State of Arizona and shall be deemed executed at Yuma County, Arizona, unless otherwise specified and agreed upon by the State of Arizona.

27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder to the Superior Court of Yuma County, unless otherwise specified and agreed upon by the County.

28. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

29. **Criminal or Civil Offense:** Any conviction for a criminal or civil offense of an individual or entity that controls a company or organization or will perform work under this contract that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the quote or termination of the contract.

30. **Injunctions:** Should Yuma County be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the County, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

31. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

32. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

The contractor shall be responsible for all work put in under these specifications and shall make good, repair and/or replace, at the contractor's own expense, as may be necessary, any defective work, material, etc., if in the opinion of the County said issue is due to imperfection in material, design, workmanship or contractor fault.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

For TWNS only:	<b>Customer Name: <u>Yuma County Adult Probation Office</u></b> <b>WTY SPC (Y/N): Y Customer No.: <u>48613</u></b> <b>SO No.: _____</b>
----------------	---

- 33. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.
  
- 34. **Federal, State and Local Taxes:** Unless otherwise specified, the quote price shall include all applicable federal, state, county, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. The County makes no representation as to the exemption from liability of any tax imposed by any governmental entity of the Contractor.
  
- 35. **Legal Arizona Workers Act Compliance:** To the extent applicable under A.R.S. 41-4401, the successful vendor will be required to warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. 23-214(A). The successful vendor shall further ensure that any subcontractor who performs any work under the Agreement at the direction of the successful vendor likewise complies with the State and Federal Immigration Laws.
  
- 36. **May Be Cancelled Pursuant to A.R.S. 38-511:** All parties hereto acknowledge that this agreement is subject to cancellation by the County pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

**Section 4B**  
**TERMS AND CONDITIONS**

**Off-Shore Sourcing:** Bidders shall disclose in their quote response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor moves work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify the Project Committee and the respective agency in writing, indicating the new location and the percentage of work relocated.

**Experience:** All bidders must have/or are preferred to have a minimum of three (3)years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

**Prices:** Prices shall remain firm for the entire contract period and subsequent renewals. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the County. Failure to provide available price reductions may result in termination of the contract.

**Payment:** Payment Terms are as set forth in the provided payment schedule. Payments shall not be made for costs or items not listed in the vendor's response.

**Unit Pricing:** Each item required by the quote must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

**Upgrades:** Bidders shall indicate the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment quote. If the upgrades are provided without cost, this should be indicated.

**Shipping and F.O.B. Point:** Unless otherwise specified, quote prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED (included in the price quote), which means delivered to a County agency's receiving dock or other designated point as specified in this Request without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

**Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, within 10 days ARO, clearly marked with the purchase order number. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering agency of the revised delivery date or partial delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Project Committee of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

In the event delivery minimums apply, bidders shall submit that information with their quote response.

**Charge Back Clause:** If the contractor fails to deliver the product within the delivery time quoted on the contract, the County reserves the right to purchase the product from the open market and charge back the difference between contract price and open market price to the contractor.

**Reports:** At the request of the County, the Contractor shall be required to file a report detailing product and services delivered to each county under this contract. Reports are due no later than 30 days after such request.

Report Types – Reports shall be available reflecting the following information. The Project Committee reserves the right to request additional information.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_

**For TWNS only:** **Customer Name: Yuma County Adult Probation Office**  
**WTY SPC (Y/N): Y Customer No.: 48613**  
**SO No.:** \_\_\_\_\_

**Sales Summary --** Report shall include a list of political subdivisions (counties) who have used the contract, a subtotal of sales to each and a grand total of all sales.

**Items Sold --** Report shall include a list of product or services ordered and sold to political subdivisions, indicating the contract price and location of equipment or service delivery at time of delivery.

**Equipment:** All proposed equipment, equipment options, and hardware expansions must be 100% compatible with our existing Mitel Communications Director VoIP telephone system. Identified by model number and descriptive literature of such equipment must be submitted with the quote. All three (3) required switches, equipment options, must be Cisco Systems, INC. Identified by model number and descriptive literature of such equipment must be submitted with the quote.

**Warranty:** Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed. This warranty shall be included in the cost of the equipment Please indicate extended warranty costs for one, three, and five year on applicable hardware as indicated.

The successful bidder will be the primary point of contact on any problems with the equipment or systems during the warranty period.

The Contractor shall be responsible for all work performed under these specifications. The Contractor shall make good, repair and replace, at the Contractor's own expense, as may be necessary, any defective work, material acceptance, if in the opinion of the County said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

**Acceptance:** No contract provision or use of items by the County shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

**Ownership:** All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

**Software Code and Intellectual Property Rights:** As applicable, all original software and software code and related intellectual property developed or created by the Contractor in the performance of its obligations under this Contract or any Task Order issued under this Contract, shall become the sole property of the County. The Contractor will surrender all original written materials, including any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, used to develop this software and/or software code and related intellectual property to the state entity for which it was developed.

**Data:** Any and all data required to be provided at any time during the quote process or contract term shall be made available in a format as requested and/or approved by the County.

**Submission of the Quote:** Submission of the quote will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the quote for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the County.

The County reserves the right to determine and approve or deny "equivalency" in comparison of alternate quotes.

**Certification of Materials Submitted:** The response to this request, together with the specifications set forth herein and all data submitted by the vendor to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful vendor and the County. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_



For TWNS only:

Customer Name: Yuma County Adult Probation Office

WTY SPC (Y/N): Y Customer No.: 48613

SO No.: \_\_\_\_\_

**Inspection:** The County reserves the right to reject, on arrival at destination, any items which do not conform to specification of this Request.

**New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to County to allow for a functional transition to another vendor.

**Award:** Award will be by line item or group total, whichever is in the best interest of the County.

Purchaser \_\_\_\_\_

**Trans-West Telephone Co., Inc., dba Trans-West Network Solutions**

Initial \_\_\_\_\_ Date \_\_\_\_\_

Initial \_\_\_\_\_ Date \_\_\_\_\_