

**SERIAL 05159 RFP CARRIER SERVICES – COX Contract**

**DATE OF LAST REVISION: July 28, 2016**

**CONTRACT END DATE: July 31, 2021**

**CONTRACT PERIOD THROUGH JULY 31, ~~2014~~ 2016 2021**

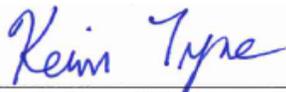
**TO:** All Departments

**FROM:** Office of Procurement Services

**SUBJECT:** Contract for **CARRIER SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 26, 2006 (Eff. 08/01/06)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

**BW/at**  
Attach

Copy to: Office of Procurement Services  
**Amie Bristol, MCSO**  
**Kevin Westover, OET**



## CONTRACT PURSUANT TO RFP

SERIAL 05159-RFP

This Contract is entered into this 26<sup>th</sup> day of July, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Cox Arizona Telcom, LLC, a Delaware limited liability company dba Cox Business Services and Cox Communications, Arizona ("Contractor") for the purchase of telecommunications carrier services.

### 1.0 TERM

- 1.1 This Contract is for a term of five (5) years, beginning on the 1<sup>st</sup> day of August, 2006 and ending the 31<sup>st</sup> day of July, ~~2011~~ ~~2016~~ **2021**.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of ten (10) years. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.

#### 4.0 TERMS & CONDITIONS

##### 4.1 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

##### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be applicable with respect to the coverage provided to County under such policies, but Contractor shall be responsible to County for such deductible coverage.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to Contractor's indemnity obligations hereunder.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

4.2.1 Commercial General Liability.

**Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.**

4.2.2 Automobile Liability.

**Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.**

4.2.3 Workers' Compensation.

**4.2.3.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.**

4.2.3.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

4.2.4 Certificates of Insurance.

4.2.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

**4.2.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

4.2.4.3 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.2.4.4 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.2.5 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed or hand delivered to 320 West Lincoln Street, Phoenix, AZ 85003, or emailed to Procurement Officer noted in solicitation.

**Cox agrees to these insurance requirements except Section 1.4.11 – Errors & Omissions insurance which is not applicable. This type of insurance does not apply to Cox's basic services and the remedies for Cox's "errors" are already typically identified in the contract. E&O insurance is typically requested when the services are of a professional nature and when which we are compensated for such – ie engineering/architect/consultant/software product or service/etc. which is not present here. Cox notes there already is sufficient liability under the general liability insurance. Cox clarifies that this insurance provision replaces the insurance provision in the contract.**

4.3 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a MasterCard Procurement Card, to place and make payment for orders under the Contract.

4.4 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
Attn: ~~Director of Purchasing~~ **Chief Procurement officer**  
320 West Lincoln Street  
Phoenix, Arizona

For Contractor:

Cox Arizona Telcom, LLC  
Attn: VP, Sales, Cox Business Services  
1550 West Deer Valley Road  
Phoenix, Arizona 85027  
~~623-328-3199~~ **623-328-3896**

With a copy, which is not notice, to:  
Cox Arizona Telcom, LLC  
c/o Cox Communications, Inc.  
~~1400 Lake Hearn Drive, N.E.~~ **6205-B Peachtree Dunwoody Road**  
Atlanta, Georgia ~~31309~~ **30328**  
Attn: General Counsel  
Facsimile: (404) 843-5845

4.5 REQUIREMENTS CONTRACT:

4.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

4.5.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

4.5.3 Contractor agrees to accept oral cancellation of purchase orders.

4.6 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

4.7 TERMINATION FOR CONVENIENCE:

The County reserves the right, with thirty (30) days written notice, to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in

the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

**4.8 TERMINATION FOR DEFAULT:**

4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days written notice, identifying the deficiencies in Contractor's performance, of the termination and the reasons for it to the Contractor.

4.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

4.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

4.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

**4.10 OFFSET FOR DAMAGES;**

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

**4.11 ADDITIONS/DELETIONS OF SERVICE:**

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

**4.12 SUBCONTRACTING:**

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be

unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.14 RETENTION OF RECORDS:

In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15 AUDIT DISALLOWANCES:

**If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future claim submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.**

**Cox agrees and clarifies that record review/ audit shall be at reasonable times and locations as mutually agreed, at the sole cost of Maricopa County and limited to once per calendar year.**

~~4.16 ALTERNATIVE DISPUTE RESOLUTION:~~

~~4.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:~~

~~4.16.1.1 Render a decision;~~

~~4.16.1.2 Notify the parties that the exhibits are available for retrieval; and~~

~~4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).~~

~~4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the~~

~~arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.~~

~~4.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.~~

4.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

4.20 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona.

4.21 **VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:**

4.21.1 **By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.**

4.21.2 **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.21.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and**

suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

~~4.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~4.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.~~

~~4.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.~~

4.23 **CONTRACTOR LICENSE REQUIREMENT:**

4.23.1 **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.**

4.23.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

4.24 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

4.24.1 **The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, ~~defined as the primary participant in accordance with 45 CFR Part 76,~~ and its principals:**

4.24.1.1 **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**

4.24.1.2 **have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**

4.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

4.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

#### 4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

#### 4.24 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract.

4.24.1 Exhibit A, Pricing.

4.24.2 Exhibit B, Scope of Work

#### 4.25 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

#### 4.26 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the

concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you do not want to grant such access to a member of \$AVE, please so state in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

4.27 **INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):**

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

4.28 **ADDITIONAL CLARIFICATIONS:**

- Exhibit B (Scope of Work), including the Section 3.13.3 early termination cost, shall take precedence over any conflicting terms of the contract.
- Section 1.0 shall remove any reference to the use of Cox as a Secondary Contractor to limit or restrict their use in anyway.
- Section 4.8 (Termination for Default) of the contract is clarified to state that Cox shall have the right to cure any default within the thirty (30) day notice period. If within thirty (30) days after receipt of such written notice, Cox shall have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then there shall be no right to terminate for default or cause. Cox shall not be liable for any issues caused by a force majeure event, delays due to the customer or its agents, or any issues from causes beyond Cox's reasonable control.
- Exhibit B (Scope of Work), Replace 3.15 with:
- Contactor shall provide 24x7 service support throughout the term of any CS agreement. Billing support will be available during normal business hours, 8am – 5pm Monday through Friday, except on holidays. Follow the escalation path listed below.

# Logical Assurance Center Escalation List (TAC)



**1. To Open a Trouble Ticket:**

Call the 24/7 Cox Business TAC when you are experiencing an outage or any service issues at **1.877.207.0398**

2. Tickets need to be opened with the TAC during the service interruption to ensure proper research and handling of any issues.

3. Please provide two or more of the following information to the TAC engineer on the phone to ensure faster service and resolution.

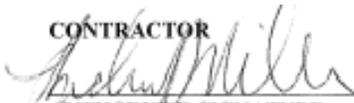
- Cox Account Number for the affected circuit
- Physical service address for the affected circuit
- Service type affected :Cox Optical Internet, Voice Services (PRI, SIP Trunks, etc.), Transport Circuits (Metro E, Lightwave, etc.)
- For Ewan circuits or Cox transport circuits between states please contact the ECSC at 888.326.9266 press 1

Escalation Procedure

Please ensure that you have opened a ticket with the technical assistance center before starting any escalation processes. You may contact your assigned Enterprise Service Manager at any time after you have opened a ticket for assistance or updates if needed.

Step 1:	Technical Assistance Center (TAC)                      877.207.0398 <i>**after two hours with no resolution escalate to next level**</i>	
Step 2:	TAC Supervisor: Joseph Hillsman                      Office: 623.328.4480 TAC Supervisor: Amber Zeiszler                      Office: 623.328.4838 <i>**after two hours with no resolution escalate to next level**</i>	Mobile: 602.694.2111 Mobile: 480.263.3519
Step 3:	TAC Manager: Mike Vega                                      Office: 623.328.3392	Mobile: 602.694.2042

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

**CONTRACTOR**  
  
 AUTHORIZED SIGNATURE  
 Richard Miller *MANAGER Government Accounts*  
 PRINTED NAME AND TITLE  
 1550 W. Deer Valley Road, Phoenix, AZ 85027  
 ADDRESS  
 7/5/06  
 DATE

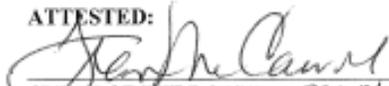
**MARICOPA COUNTY**

BY: \_\_\_\_\_  
DIRECTOR, MATERIALS MANAGEMENT

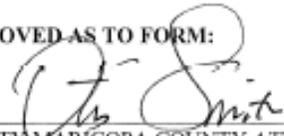
\_\_\_\_\_  
DATE

BY:   
CHAIRMAN, BOARD OF SUPERVISORS

**AUG 18 2006**  
\_\_\_\_\_  
DATE

ATTESTED:  
  
CLERK OF THE BOARD 072606

**AUG 18 2006**  
\_\_\_\_\_  
DATE

APPROVED AS TO FORM:  
  
DEPUTY MARICOPA COUNTY ATTORNEY

**8/16/06**  
\_\_\_\_\_  
DATE

EXHIBIT A  
PRICING

SERIAL 05159-RFP

BLANKET ORDER/COMMODITY CODE: NIGP 9157601, 9157701

RESPONDENT NAME: Cox Arizona Telcom, LLC

F.I.D./VENDOR #: ~~W 3629~~ 2011000820 0

RESPONDENT ADDRESS: 1550 W Deer Valley Rd, Phoenix, AZ 85027

P.O. ADDRESS: \_\_\_\_\_

RESPONDENT PHONE #: ~~623-328-3199~~ 623-328-3986

RESPONDENT FAX #: ~~623-322-7500~~ 623-322-7500

COMPANY WEB SITE: [www.cox.com/phoenix](http://www.cox.com/phoenix)

COMPANY CONTACT (REP): Rick Miller Kathleen Dougherty

E-MAIL ADDRESS (REP): [Kathleen.Dougherty@cox.com](mailto:Kathleen.Dougherty@cox.com)  
[rick.miller2@cox.com](mailto:rick.miller2@cox.com)

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:  YES  NO

ACCEPT PROCUREMENT CARD:  YES  NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:  YES  NO  
\_\_\_\_\_ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY:  YES  NO   
% DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:  YES  NO

- NET 10
- NET 15
- NET 20
- NET 30 X-RM
- NET 45
- NET 60
- NET 90
- 2% 10 DAYS NET 30
- 1% 10 DAYS NET 30
- 2% 30 DAYS NET 31
- 1% 30 DAYS NET 31
- 5% 30 DAYS NET 31

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY  
HERE: \_\_\_\_\_%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS  
SOLICITATION:

- NEWSPAPER ADVERTISEMENT
- MARICOPA COUNTY WEB SITE
- PRE-SOLICITATION NOTICE
- OTHER (PLEASE SPECIFY)

**NEW PRICING EFFECTIVE 08/01/16**

Updated Pricing 08-01-16

**1.0 BASE PRICING**

**1.1 ISDN BRI/PRI, NON-METERED ELEMENTS - -**

*[No Volume Discounts Included]*

In Region						
SERVICE	3-yr % Disc	5-yr % Disc	NON-RECURRING		RECURRING	
			BRI (2B+D)	PRI (23B+D)	BRI (2B+D)	PRI (23B+D)
CHANNEL SIZE	-	-				
1.1.1 USOC	n/a	n/a	n/a	n/a	n/a	n/a
1.1.2 SERVICE PROVISIONING CHARGES (Per circuit):	-	-	-	-	-	-
1.1.2.1 Basic Rate (2B+D)	n/a	n/a	n/a	n/a	n/a	n/a
1.1.2.2 Primary Rate w/ DS1 Transport	33%	42%	n/a	included	n/a	\$ 950.00
1.1.2.3 Primary Rate w/ DS3 Transport	33%	42%	n/a	ICB	n/a	\$ 950.00
1.1.2.4 Primary Rate Configuration (23B+D)	33%	42%	n/a	included	n/a	\$ 950.00
1.1.2.5 Primary Rate Configuration (24B)	33%	42%	n/a	included	n/a	\$ 950.00
1.1.2.6 Primary Rate Configuration (23B+Back-Up D)	33%	42%	n/a	included	n/a	\$ 950.00
1.1.3 CHANNEL TERMINATION CHARGES:	-	-	-	-	-	-
1.1.3.1 On-Net, Riding DS-1, POP to Premises	33%	42%	n/a	included	n/a	\$ 950.00
1.1.3.2 In-Swt'd, Riding DS-1, POP to Premises	33%	42%	n/a	included	n/a	\$ 950.00
1.1.3.3 In-Dedicated, Riding DS-1, POP to Premises	33%	42%	n/a	\$ 250.00	n/a	\$ 300.00
1.1.3.4 Out-Swt'd, Riding DS-1, POP to Premises	33%	42%	n/a	included	n/a	\$ 950.00
1.1.3.5 Out-Dedicated, Riding DS-1, POP to Premises	33%	42%	n/a	\$ 250.00	n/a	\$ 300.00
1.1.3.6 If Self-Healing Alternate-Route Protection	33%	42%	n/a	included	n/a	\$ 950.00
1.1.3.7 If Redundant Pathing Facility to Facility	33%	42%	n/a	ICB	n/a	\$ 950.00
1.1.3.8 If Redundant Pathing to Premises	33%	42%	n/a	ICB	n/a	\$ 950.00
1.1.4 NETWORK ACCESS CHANNEL CHARGES: <sup>1</sup>	-	-	-	-	-	-
1.1.4.1 IXC POP-Facilities Access	33%	42%	n/a	included	n/a	included
1.1.4.2 LEC Loop facilities Access	33%	42%	n/a	included	n/a	included
1.1.4.3 CLEC / CAP Facilities Access	33%	42%	n/a	included	n/a	included
1.1.4.4 Access Coordination	33%	42%	n/a	included	n/a	included
1.1.4.5 Central Office Connection	33%	42%	n/a	included	n/a	included
1.1.5 CHANNEL MANAGEMENT CHARGES: <sup>2</sup>	-	-	-	-	-	-
1.1.5.1 Monitoring, Management & Documentation Services	33%	42%	n/a	included	n/a	included
1.1.6 SPECIAL FEATURES:	-	-	-	-	-	-
1.1.6.1 (Respondent shall add any Special Features, e.g., pipe-to-pipe multiplexing at C/O or POP, Switched 56-kbps, etc. here)	33%	42%	n/a	ICB	n/a	ICB

<sup>1</sup> Access charges shall include all charges related to all necessary access of IXC-LEC/CLEC facilities.

<sup>2</sup> Channel Management Charges (per channel) shall be all charges required to provide the specific services associated with

Table 2.1.

**1.2 xDSL** - -

[No Volume Discounts Included]

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	TO USER	FROM USER	USOC	Non-Recurring	Recurring
(kbps)	-	-	(kbps)	(kbps)			
1.2.1 128	0%	0%	128	128	n/a	n/a	n/a
1.2.2 192	0%	0%	192	192	n/a	n/a	n/a
1.2.3 256	0%	0%	256	256	n/a	n/a	n/a
1.2.4 320	0%	0%	320	320	n/a	n/a	n/a
1.2.5 384	0%	0%	384	384	n/a	n/a	n/a
1.2.6 448	0%	0%	448	448	n/a	n/a	n/a
1.2.7 512	0%	0%	512	512	n/a	n/a	n/a
1.2.8 576	0%	0%	576	576	n/a	n/a	n/a
1.2.9 640	0%	0%	640	640	n/a	n/a	n/a
1.2.10 704	0%	0%	704	704	n/a	n/a	n/a
1.2.11 768	0%	0%	768	768	n/a	n/a	n/a
1.2.12 832	0%	0%	832	832	n/a	n/a	n/a
1.2.13 896	0%	0%	896	896	n/a	n/a	n/a
1.2.14 960	0%	0%	960	960	n/a	n/a	n/a
1.2.15 1024	0%	0%	1024	1024	n/a	n/a	n/a
1.2.16 1536	0%	0%	1024	1024	n/a	n/a	n/a

CIR: Committed Information Rate (kbps)

PVC: Permanent Virtual Circuit

**1.3 CABLE-BASED** - -

[No Volume Discounts Included]

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	TO USER	FROM USER	USOC	Non-Recurring	Recurring
(kbps)	-	-	(kbps)	(kbps)			
1.3.1 768/256	0%	0%	768	256	n/a	-\$ 245.00	-\$ 79.00
1.3.2 1500/384	0%	0%	1500	384	n/a	-\$ 245.00	-\$ 99.00
1.3.3 3000/512	0%	0%	3000	512	n/a	-\$ 245.00	-\$ 139.00
1.3.4 4000/768	0%	0%	4000	768	n/a	-\$ 245.00	-\$ 179.00
1.3.5 6000/1000	0%	0%	6000	1000	n/a	-\$ 245.00	-\$ 229.00
1.3.6 448	n/a	n/a	448	448	n/a	n/a	n/a
1.3.7 512	n/a	n/a	512	512	n/a	n/a	n/a
1.3.8 576	n/a	n/a	576	576	n/a	n/a	n/a
1.3.9 640	n/a	n/a	640	640	n/a	n/a	n/a
1.3.10 704	n/a	n/a	704	704	n/a	n/a	n/a
1.3.11 768	n/a	n/a	768	768	n/a	n/a	n/a
1.3.12 832	n/a	n/a	832	832	n/a	n/a	n/a
1.3.13 896	n/a	n/a	896	896	n/a	n/a	n/a
1.3.14 960	n/a	n/a	960	960	n/a	n/a	n/a
1.3.15 1024	n/a	n/a	1024	1024	n/a	n/a	n/a

1.3.16	1536	n/a	n/a	1024	1024	n/a	n/a	n/a
1.3.17	Ethernet 10 Mbs	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1.3.18	Ethernet 100 Mbs	n/a	n/a	n/a	n/a	n/a	n/a	n/a
1.3.19	Ethernet 1 Gbs	n/a	n/a	n/a	n/a	n/a	n/a	n/a

CIR: Committed Information Rate (kbps)  
PVC: Permanent Virtual Circuit

**1.4 OTHER (WIRELESS-BASED, ETC.)**  
-

*[No Volume Discounts Included]*

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	TO USER	FROM USER	USOC	Non-Recurring	Recurring	
(kbps)	-	-	(kbps)	(kbps)				
1.4.1	128	n/a	n/a	128	128	n/a	n/a	n/a
1.4.2	192	n/a	n/a	192	192	n/a	n/a	n/a
1.4.3	256	n/a	n/a	256	256	n/a	n/a	n/a
1.4.4	320	n/a	n/a	320	320	n/a	n/a	n/a
1.4.5	384	n/a	n/a	384	384	n/a	n/a	n/a
1.4.6	448	n/a	n/a	448	448	n/a	n/a	n/a
1.4.7	512	n/a	n/a	512	512	n/a	n/a	n/a
1.4.8	576	n/a	n/a	576	576	n/a	n/a	n/a
1.4.9	640	n/a	n/a	640	640	n/a	n/a	n/a
1.4.10	704	n/a	n/a	704	704	n/a	n/a	n/a
1.4.11	768	n/a	n/a	768	768	n/a	n/a	n/a
1.4.12	832	n/a	n/a	832	832	n/a	n/a	n/a
1.4.13	896	n/a	n/a	896	896	n/a	n/a	n/a
1.4.14	960	n/a	n/a	960	960	n/a	n/a	n/a
1.4.15	1024	n/a	n/a	1024	1024	n/a	n/a	n/a
1.4.16	1536	n/a	n/a	1024	1024	n/a	n/a	n/a
1.4.17	DS3	n/a	n/a	-	-	n/a	n/a	n/a
1.4.18	OC3	n/a	n/a	-	-	n/a	n/a	n/a
1.4.19	Ethernet 10 Mbs	n/a	n/a	-	-	n/a	n/a	n/a
1.4.20	Ethernet 100 Mbs	n/a	n/a	-	-	n/a	n/a	n/a
1.4.21	Ethernet 1 Gbs	n/a	n/a	-	-	n/a	n/a	n/a

CIR: Committed Information Rate (kbps)  
PVC: Permanent Virtual Circuit

**1.5 METROPOLITAN ETHERNET - 10 Mb/s PORT** - -

*[No Volume Discounts Included]*

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	Non-Recurring	Recurring	
Transmit Rate (Mbps)	-	-			
1.5.1	5	10%	15%	-\$ 500.00	-\$ 684.00
1.5.2	10	10%	15%	-\$ 500.00	-\$ 769.50

**1.6 METROPOLITAN ETHERNET - 100 Mb/s PORT** - -

*[No Volume Discounts Included]*

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	Non- Recurring	Recurring
Transmit Rate (Mbps)	-	-		
1.6.1 10	10%	15%	\$ 1,000.00	\$ 769.50
1.6.2 20	10%	15%	\$ 1,000.00	\$ 826.83
1.6.3 30	10%	15%	\$ 1,000.00	\$ 884.07
1.6.4 40	10%	15%	\$ 1,000.00	\$ 941.40
1.6.5 50	10%	15%	\$ 1,000.00	\$ 998.64
1.6.6 60	10%	15%	\$ 1,000.00	\$ 1,055.97
1.6.7 70	10%	15%	\$ 1,000.00	\$ 1,113.21
1.6.8 80	10%	15%	\$ 1,000.00	\$ 1,170.54
1.6.9 90	10%	15%	\$ 1,000.00	\$ 1,227.78
1.6.10 100	10%	15%	\$ 1,000.00	\$ 1,282.50

1.7 METROPOLITAN ETHERNET – 1000 Mb/s PORT - -

*[No Volume Discounts Included]*

PORT PARAMETERS	3-yr % Disc	5-yr % Disc	Non- Recurring	Recurring
Transmit Rate (Mbps)	-	-		
1.7.1 100	10%	15%	\$ 1,000.00	\$ 1,282.50
1.7.2 200	10%	15%	\$ 1,000.00	\$ 1,786.14
1.7.3 300	10%	15%	\$ 1,000.00	\$ 2,289.69
1.7.4 400	10%	15%	\$ 1,000.00	\$ 2,793.33
1.7.5 500	10%	15%	\$ 1,000.00	\$ 3,296.88
1.7.6 600	10%	15%	\$ 1,000.00	\$ 3,800.52
1.7.7 700	10%	15%	\$ 1,000.00	\$ 4,304.07
1.7.8 800	10%	15%	\$ 1,000.00	\$ 4,807.71
1.7.9 900	10%	15%	\$ 1,000.00	\$ 5,311.26
1.7.10 1000	10%	15%	\$ 1,000.00	\$ 5,814.00

**1.8 LONG DISTANCE - DEDICATED OUTBOUND VOICE SERVICE - PER MONTH**

*[No Volume Discounts Included]*

Minutes	3-yr % Disc	5-yr % Disc	In State-Intra Lata	In State inter lata	Nation-Wide	International <sup>†</sup>
1.8.1 1 - 10,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	See Below
1.8.2 10,001 - 20,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	
1.8.3 20,001 - 30,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	
1.8.4 30,001 - 40,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	
1.8.5 40,001 - 50,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.6 50,001 - 60,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.7 60,001 - 70,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.8 70,001 - 80,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.9 80,001 - 90,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.10 90,001 - 100,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	
1.8.11 100,001 - 500,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.12 500,001 - 1,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.13 1,000,001 - 5,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.14 5,000,001 - 10,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.15 10,000,001 - 15,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.16 15,000,001 - 20,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	
1.8.17 20,000,001 - 25,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	

- Note - Dedicated DS-1 Facility Charge - NRC = \$250, MRC=\$300 for each facility

†International rates posted on Internet:

<http://www.coxbusiness.com/prv/products/voice/basicpricing/internationalstandardRate.html>

**1.9 LONG DISTANCE - NON-DEDICATED OUTBOUND VOICE SERVICE - PER MONTH**

Minutes	3-yr % Disc	5-yr % Disc	In State-Intra Lata	In State inter lata	Nation-Wide	International <sup>†</sup>
1.9.1 1 - 10,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	See Below
1.9.2 10,001 - 20,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	
1.9.3 20,001 - 30,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	
1.9.4 30,001 - 40,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	
1.9.5 40,001 - 50,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.6 50,001 - 60,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.7 60,001 - 70,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.8 70,001 - 80,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.9 80,001 - 90,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.10 90,001 - 100,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	
1.9.11 100,001 - 500,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.12 500,001 - 1,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.13 1,000,001 - 5,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.14 5,000,001 - 10,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.15 10,000,001 - 15,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.16 15,000,001 - 20,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	
1.9.17 20,000,001 - 25,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	

- Note - Dedicated DS-1 Facility Charge - NRC = \$250, MRC=\$300 for each facility

1— International rates posted on Internet:

<http://www.coxbusiness.com/prv/products/voice/basicpricing/internationalstandardRate.html>

**1.10 LONG DISTANCE - DEDICATED INBOUND VOICE SERVICE - PER MONTH**

Minutes	3-yr % Disc	5-yr % Disc	In-State Intra Lata	In-State inter lata	Nation-Wide	International
-1.10.1 1-10,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	ICB
-1.10.2 10,001-20,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	ICB
-1.10.3 20,001-30,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	ICB
-1.10.4 30,001-40,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.033	ICB
-1.10.5 40,001-50,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.6 50,001-60,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.7 60,001-70,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.8 70,001-80,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.9 80,001-90,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.10 90,001-100,000	25%	25%	\$ 0.045	\$ 0.045	\$ 0.032	ICB
-1.10.11 100,001-500,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.12 500,001-1,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.13 1,000,001-5,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.14 5,000,001-10,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.15 10,000,001-15,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.16 15,000,001-20,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB
-1.10.17 20,000,001-25,000,000	25%	25%	\$ 0.040	\$ 0.040	\$ 0.031	ICB

**1.11 LONG DISTANCE - NONDEDICATED INBOUND VOICE SERVICE - PER MONTH**

Minutes	3-yr % Disc	5-yr % Disc	In-State Intra Lata	In-State inter lata	Nation-Wide	International
-1.11.1 1-10,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	ICB
-1.11.2 10,001-20,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	ICB
-1.11.3 20,001-30,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	ICB
-1.11.4 30,001-40,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	ICB
-1.11.5 40,001-50,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.6 50,001-60,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.7 60,001-70,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.8 70,001-80,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.9 80,001-90,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.10 90,001-100,000	25%	25%	\$ 0.050	\$ 0.050	\$ 0.041	ICB
-1.11.11 100,001-500,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.12 500,001-1,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.13 1,000,001-5,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.14 5,000,001-10,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.15 10,000,001-15,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.16 15,000,001-20,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB
-1.11.17 20,000,001-25,000,000	25%	25%	\$ 0.049	\$ 0.049	\$ 0.040	ICB

**1.12 TIER 1 INTERNET ACCESS** *(Does not include transport/circuit charges)\**

Mbs	3-yr % Disc	5-yr % Disc	Non-Recurring	Recurring
1.12.1 0-1	18%	28%	n/a	\$ 498.00
1.12.2 1-2	18%	28%	\$ 3,000.00	\$ 659.00
1.12.3 2-3	18%	28%	\$ 3,000.00	\$ 972.00
1.12.4 3-4	18%	28%	\$ 3,000.00	\$ 1,274.00
1.12.5 4-5	18%	28%	\$ 3,000.00	\$ 1,564.00
1.12.6 5-10	18%	28%	\$ 3,000.00	\$ 2,909.00
1.12.7 11-15	18%	28%	\$ 3,000.00	\$ 3,514.00
1.12.8 15-20	18%	28%	\$ 5,000.00	\$ 4,342.00
1.12.9 20-25	18%	28%	\$ 5,000.00	\$ 5,211.00
1.12.10 25-30	18%	28%	\$ 5,000.00	\$ 5,481.00
1.12.11 30-35	18%	28%	\$ 5,000.00	\$ 5,793.00
1.12.12 35-40	18%	28%	\$ 5,000.00	\$ 5,833.00
1.12.13 40-45	18%	28%	\$ 5,000.00	\$ 5,901.00
1.12.14 45-55	18%	28%	\$ 10,000.00	\$ 6,245.00
1.12.15 55-65	18%	28%	\$ 10,000.00	\$ 7,022.00
1.12.16 65-75	18%	28%	\$ 10,000.00	\$ 7,690.00
1.12.17 75-85	18%	28%	\$ 10,000.00	\$ 8,284.00
1.12.18 85-95	18%	28%	\$ 10,000.00	\$ 8,696.00

\* Note - All of Cox Internet pricing includes all transport/circuit charges

**1.13 LOCAL INTERNET ACCESS** *(Does not include transport/circuit charges)*

Mbs	3-yr % Disc	5-yr % Disc	Non-Recurring	Recurring
1.13.1 128	n/a	n/a	n/a	n/a
1.13.2 192	n/a	n/a	n/a	n/a
1.13.3 256	n/a	n/a	n/a	n/a
1.13.4 320	n/a	n/a	n/a	n/a
1.13.5 384	n/a	n/a	n/a	n/a
1.13.6 448	n/a	n/a	n/a	n/a
1.13.7 512	n/a	n/a	n/a	n/a
1.13.8 576	n/a	n/a	n/a	n/a
1.13.9 640	n/a	n/a	n/a	n/a
1.13.10 704	n/a	n/a	n/a	n/a
1.13.11 768	n/a	n/a	n/a	n/a
1.13.12 832	n/a	n/a	n/a	n/a
1.13.13 896	n/a	n/a	n/a	n/a
1.13.14 960	n/a	n/a	n/a	n/a
1.13.15 1024	n/a	n/a	n/a	n/a
1.13.16 1536	n/a	n/a	n/a	n/a

**1.14 VOLUME DISCOUNT PERCENTAGE**

1.14.1 — A single volume discount (expressed as a per cent of the Baseline Unit Prices as provided by the Contractor. This volume discount shall be based solely on the total monthly revenue (for each Service Category) expressed as an "annual run rate" for each Service Category delivered by the CONTRACTOR to ALL ORDERING ENTITIES under this Contract. Actual discounts shall be applied to each Service Category on an ANNUAL basis and shall be credited to the County's (or Buyer's) account at twelve month intervals, starting with the 3rd month of the Contract 15th month, 28th month, etc. The only acceptable additions to this pricing structure are applicable taxes.

**1.15 CS VOLUME DISCOUNT TABLE (Respondents shall complete this table for each CS Category offered)**

Annual Run Rate	-		Category 1	Category 2	Category 3
	3-yr % Disc	5-yr % Disc	(% discount from the CS Base Rate)	(% discount from the CS Base Rate)	(% discount from the CS Base Rate)
1.15.1 — \$0-\$250,000.00	n/a	n/a	0.0%	0.0%	0.0%
1.15.2 — \$250,000.00-\$500,000.00	n/a	n/a	0.0%	0.0%	0.0%
1.12.3 — \$500,000.00-\$1,000,000.00	n/a	n/a	0.0%	0.0%	0.0%
1.20.4 — \$1,000,000.00-\$2,000,000.00	n/a	n/a	0.0%	0.0%	0.0%
1.15.5 — \$2,000,000.00-\$3,000,000.00	n/a	n/a	0.0%	0.0%	0.0%
1.15.6 — \$3,000,000.00-\$5,000,000.00	n/a	n/a	2.5%	2.5%	2.5%
1.15.7 — \$5,000,000.00-\$7,500,000.00	n/a	n/a	3.0%	3.0%	3.0%
1.15.8 — \$7,500,000.00-\$10,000,000.00	n/a	n/a	3.5%	3.5%	3.5%
1.15.9 — \$10,000,000.00-\$12,500,000.00	n/a	n/a	4.0%	4.0%	4.0%
1.15.10 — \$12,500,000.00-\$15,000,000.00	n/a	n/a	4.5%	4.5%	4.5%
1.15.11 — \$15,000,000.00-\$20,000,000.00	n/a	n/a	4.5%	4.5%	4.5%
1.15.12 — \$20,000,000.00-\$25,000,000.00	n/a	n/a	4.5%	4.5%	4.5%
1.15.13 — \$25,000,000.00-\$30,000,000.00	n/a	n/a	4.5%	4.5%	4.5%
1.15.14 — \$30,000,000.00-\$40,000,000.00	n/a	n/a	4.5%	4.5%	4.5%
1.15.15 — More Than-\$40,000,000.00	n/a	n/a	4.5%	4.5%	4.5%

**1.16 CS TERM DISCOUNT TABLE**

A single term discount (expressed as a per cent of the Baseline Unit Prices as provided by the Contractor. This term discount shall be based solely on the total number of months of Contract Term for which the Contractor contracts. This Term Discount (for each Service Category) shall be delivered by the CONTRACTOR to ALL ORDERING ENTITIES under this Contract at the time that County (or Buyer) purchases carrier services from the Contractor. The only acceptable additions to this pricing structure are applicable taxes.

Cat. No.	3-yr % Disc	5-yr % Disc	CS-Category	3-Yr Term Discount	5-Yr Term Discount
1.16.1 — 1	-	-	REGULATED SERVICES	Listed for each specific service requested (see above)	
1.16.2 — 2	-	-	UNREGULATED TRANSPORT SERVICES		
1.16.3 — 3	-	-	UNREGULATED VALUE-ADDED SERVICES		

1.17 TRAVEL TIME AND RATE BY REGION

Counties (region)	3-yr % Disc	5-yr % Disc	Maximum Travel Time (in hours)	Hourly Rate for Travel Time
1.17.1 Central Region (Metropolitan Area)	n/a	n/a	1	\$ 80.00
1.17.2 Southwest Region (Gila Bend Area)	n/a	n/a	2	\$ 80.00
1.17.3 Northwest Region (Lake Pleasant Area)	n/a	n/a	2	\$ 80.00
1.17.4 East Region (Fountain Hills Area)	n/a	n/a	2	\$ 80.00
1.17.5 Northeast Region (Cave Creek Area)	n/a	n/a	2	\$ 80.00



Arizona Government Pricing

5 YEAR TERM

Business<sup>®</sup>

MONTHLY COSTS

Cox Optical Internet (fiber) – Symmetrical speeds. No local loop charges or associated taxes.	Previous Pricing	NEW PRICING	Percentage of Savings
1 Mbps	\$110	\$90	22.22%
1.5Mbps NEW	-	\$140	N/A
2 Mbps	\$230	\$180	27.78%
3 Mbps	\$330	\$270	22.22%
4 Mbps	\$440	\$360	22.22%
5 Mbps	\$550	\$450	22.22%
6 Mbps	\$650	\$530	22.64%
7 Mbps	\$750	\$610	22.95%
8 Mbps	\$840	\$690	21.74%
9 Mbps	\$940	\$770	22.08%
10 Mbps	\$1,030	\$850	21.18%
20 Mbps	\$1,850	\$1,530	20.92%
30 Mbps	\$2,220	\$1,770	25.42%
40 Mbps	\$2,510	\$1,960	28.06%
50 Mbps	\$2,890	\$2,270	27.31%
60 Mbps	\$3,100	\$2,410	28.63%
70 Mbps	\$3,260	\$2,520	29.37%
80 Mbps	\$3,380	\$2,590	30.50%
90 Mbps	\$3,440	\$2,630	30.80%
100 Mbps	\$3,450	\$2,640	30.68%
200 Mbps	\$4,850	\$3,440	40.99%
300 Mbps	\$6,330	\$4,530	39.74%
400 Mbps	\$7,170	\$5,210	37.62%
500 Mbps	\$7,390	\$5,460	35.35%
600 Mbps	\$8,490	\$6,310	34.55%

700 Mbps	\$8,560	\$6,170	38.74%
800 Mbps	\$9,280	\$6,720	38.10%
900 Mbps	\$9,870	\$7,180	37.47%
1000 Mbps	\$10,340	\$7,560	36.77%

Includes 5 user assignable IP addresses.

Below are the prices for additional leased, public, static IP addresses.

-16 IP addresses (/28, 13 user assignable)	\$15	\$15	0%
-32 IP addresses (/27, 29 user assignable)	\$30	\$30	0%
-64 IP addresses (/26, 61 user assignable)	\$60	\$60	0%
128 IP addresses (/25, 125 user assignable)	\$120	\$120	0%
256 IP addresses (/24, 253 user assignable)	\$240	\$240	0%

> 256 IP addresses (> /24) ICB ICB

-

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Cox is a facilities based carrier.

Fiber is a complete end to end fiber solution delivering services via a mux.

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HFC is Hybrid Fiber Coax delivering services via a Cox provided DOCSIS modem.

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Page 1 of 2



Arizona Government Pricing

5 Year Term

Business<sup>®</sup>

MONTHLY COSTS

Cox Metropolitan Ethernet No local loop charge	Previous Pricing	New Pricing	Percentage of Savings
Fiber (each end) bandwidth profiles			
1 Mbps	\$123	\$123	0.00%
2 Mbps	\$233	\$212	9.91%
3 Mbps	\$343	\$222	54.50%
4 Mbps	\$448	\$252	77.78%
5 Mbps	\$544	\$275	97.82%
10 Mbps	\$612	\$449	36.30%
20 Mbps	\$658	\$511	28.77%
30 Mbps	\$703	\$546	28.75%
40 Mbps	\$749	\$581	28.92%
50 Mbps	\$776	\$617	25.77%
60 Mbps	\$815	\$652	25.00%
70 Mbps	\$844	\$687	22.85%
80 Mbps	\$876	\$723	21.16%
90 Mbps	\$931	\$758	22.82%
100 Mbps	\$936	\$792	18.18%
200 Mbps	\$1,379	\$1,103	25.02%
300 Mbps	\$1,767	\$1,414	24.96%
400 Mbps	\$2,156	\$1,725	24.99%
500 Mbps	\$2,560	\$2,036	25.74%
600 Mbps	\$2,951	\$2,347	25.73%
700 Mbps	\$3,343	\$2,658	25.77%
800 Mbps	\$3,734	\$2,969	25.77%
900 Mbps	\$4,125	\$3,280	25.76%
1000 Mbps	\$4,515	\$3,590	25.77%

~~Cox is a facilities based carrier.~~

~~Fiber is a complete end to end fiber solution delivering services via a mux.~~

~~HFC is Hybrid Fiber Coax delivering services via a Cox provided DOCSIS modem.~~



Arizona Government Pricing

Business<sup>®</sup>

Cox Business Internet (HFC)	Previous Monthly Pricing	New Contract Product Upgrade	NEW 5 Year Term Monthly Costs	Percentage of Savings
Speeds Down/Up	-	Speeds Down/Up	-	-
2.0Mbps/384K	\$59	2Mbps/384K, includes 2 GB Online Backup storage, 2 Security Suite licenses	\$55	7.27%
4.0Mbps/512K	\$79	5Mbps/1Mbps, includes 10 GB Online Backup storage, 10 Security Suite licenses	\$66	19.70%
7.0Mbps/768K	\$99	10Mbps/2Mbps, includes 10 GB Online Backup storage, 10 Security Suite licenses	\$98	1.02%
12.0Mbps/1.5Mbps	\$139	No longer offered	-	-
15Mbps/3Mbps	\$179	15Mbps/3Mbps, includes 25 GB Online Backup storage, 25 Security Suite licenses	\$146	22.60%
25.0Mbps/3.0Mbps	\$229	25Mbps/4Mbps, includes 25 GB Online Backup storage, 25 Security Suite licenses	\$186	23.12%

50.0Mbps/5.0Mbps*	\$349	50Mbps/5Mbps, includes 25 GB Online storage, 25 Security Suite licenses	\$290	20.34%
Includes modem, professional installation, 10 email boxes and 1 static IP address at no additional cost			-	-
Additional leased, public, dynamic or static IP address (8 max)	\$5	Same	\$5	0%
Additional leased, public static IP (CIDR) block. Requires customer provide their own router that supports CIDR block functionality	\$5	Same	\$5	0%
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">T-1 and PRI Voice Circuits (HFC or FiT)</div> <div style="width: 20%;">Previous Monthly Unit Price</div> <div style="width: 20%;">-</div> <div style="width: 20%;">NEW 5 Year Term Monthly Unit Price</div> <div style="width: 20%;">Percentage of Savings</div> </div>				
T-1	\$300.00	Same	\$300	0%
Includes block of 100 DIDs	-	Same	-	-
PRI Includes block of 100 DIDs	\$325.00	Same	\$325	0%
<div style="display: flex; justify-content: space-between;"> <div style="width: 20%;">Phone</div> <div style="width: 20%;">Previous Monthly Unit Price</div> <div style="width: 20%;">-</div> <div style="width: 20%;">NEW 5 Year Term Monthly Unit Price</div> <div style="width: 20%;">-</div> </div>				
Flat Rate Line—1FB (HFC) (Phone, Fax or Alarm Line)	\$16.80	Same	\$16.80	0%
Includes 5 features at no additional charge	-	-	-	-
-	-	-	-	-
Remote Call Forwarding	\$15/path	Same	\$15/path	0%
VoiceMail Options:	-	-	-	-
Basic VoiceMail	\$6	Same	\$6	0%
Deluxe VoiceMail (includes paging and fax)	\$8	Same	\$8	0%

— Basic with extensions up to ten extensions	\$8	Same	\$8	0%
- Long Distance, Toll Free	Previous Monthly Unit Price	-	NEW 5 Year Term Monthly Unit Price	-
Instate Switched	\$0.0375	Same	\$0.0375	0%
Dedicated 100,001 + Minutes of Use	\$0.0300	Same	\$0.0300	0%
-	-	-	-	-
Nationwide Switched	\$0.0275	Same	\$0.0275	0%
Dedicated	\$0.0200	Same	\$0.0200	0%
-	-	-	-	-
- Video Service	Previous Monthly Unit Price	-	NEW 5 Year Term Monthly Unit Price	-
Cox Expanded Basic Business Video	\$39.95	Same	39.95	0%
— Channels 2-70	-	-	-	-
— Additional outlets	\$10.00	Same	10.00	0%
Cox Digital Business Video	\$59.95	Same	59.95	0%
— Channels 2-123	-	-	-	-
— Additional outlets	\$20.00	Same	20.00	0%
Cox Digital Business Video HD	\$74.95	Same	74.95	0%
— Channels 2-123 + HD channels	-	-	-	-
— Additional outlets	\$25.00	Same	25.00	0%

Cox is a facilities based carrier. Fiber is a complete end to end fiber solution delivering services via a mux. HFC is Hybrid Fiber Coax delivering services via a Cox provided DOCSIS modem.

At least 1 Serviceable address in the zip code	
City	Zip
ANTHEM	85056
	85085
	85086
	85087
AVONDALE	85323
	85353
	85392
BENSON	85602
BUCKEYE	85326
	85396
CAREFREE	85253
	85331
	85377
CASA GRANDE	85122
	85194
	85222
	85230
CASHION	85329
CAVE CREEK	85331
	85377
CHANDLER	85120
	85202
	85224
	85225
	85226
	85248
	85249
	85286
	85295
	85298
COCHISE	85606
	85625
COOLIDGE	85128
CORONA DE TUCSON	85641
DOUGLAS	85209
	85607
	85626
EL MIRAGE	85209
	85335
	85363
	85392
FLORENCE	85132
	85232
FORT HUACHUCA	85613
FORT MCDOWELL	85264
	85269
FOUNTAIN HILLS	85268
	85269

Comments:

Serviceable if the Cave Creek address is physically located in Phoenix/Carefree  
 Serviceable if the Cave Creek address is physically located in Phoenix/Carefree

Not serviceable for Cox Business  
 Not serviceable for Cox Business

No Fiber Services No Phone  
 No Fiber Services No Phone  
 No Fiber Services No Phone

GILA BEND	85337	Not serviceable for Cox Business
GILBERT	85233	
	85234	
	85236	
	85295	
	85296	
	85297	
	85298	
GLENDALE	85301	
	85302	
	85303	
	85304	
	85305	
	85306	
	85307	
	85308	
	85309	
	85310	
	85381	
85382		
GOODYEAR	85323	
	85338	
	85395	
GREEN VALLEY	85614	
	85622	
	85629	
GUADALUPE	85283	
HEREFORD	85615	
HIGLEY	85236	
	85295	
HUACHUCA CITY	85616	Not serviceable for Cox Business
	85635	Not serviceable for Cox Business
LAVEEN	85339	
LITCHFIELD PARK	85323	
	85340	
LUKE AFB	85307	
	85309	
MESA	85282	
	85120	
	85201	
	85202	
	85203	
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	85209	
	85210	
	85211	
	85212	
85213		

	85215	
	85220	
	85256	
NEW RIVER	85087	Not serviceable for Cox Business
PARADISE VALLEY	85253	
PATAGONIA	85624	Not serviceable for Cox Business
PEARCE	85625	Not serviceable for Cox Business
PEORIA	85345	
	85373	
	85381	
	85382	
	85383	
PHOENIX	85003	
	85004	
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	85086
	85087
QUEEN CREEK	85140
	85142
	85143
	85242
	85244
RIO VERDE	85263
SAHUARITA	85614
	85626
	85629
SAINT DAVID	85630
SAN TAN VALLEY	85140
	85142
	85143
SCOTTSDALE	85250
	85251
	85252
	85253
	85254
	85255
	85256
	85257
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	85259
	85260
	85262
	85266
	85267
	85268
SIERRA VISTA	85635
	85650
SUN CITY	85351
	85373
SUN CITY WEST	85375
SUN LAKES	85248
SURPRISE	85374
	85379
	85387
	85388
TEMPE	85204
	85213
	85281
	85282
	85283
	85284
	85285
	85287
TOLLESON	85353
TOMBSTONE	85638
TUCSON	85701

Not serviceable for Cox Business

Not serviceable for Cox Business

	85704
	85705
	85706
	85707
	85708
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	85710
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	85712
	85713
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	85730
	85743
	85745
	85746
	85747
	85748
	85749
	85750
	85756
VAIL	85641
	85756
WADDELL	85355
WICKENBURG	85358
	85390
WILLCOX	85643
YOUNGTOWN	85363

No Fiber Services No Phone  
 No Fiber Services No Phone  
 Not serviceable for Cox Business

**COX COMMUNICATIONS**

**EXHIBIT B**

**SCOPE OF WORK**

**1.0 INTENT:**

The Contractor shall be ~~the County's Secondary Contractor~~, responsible to provide labor, materials, transportation, equipment and other activities for, and reasonably incidental to the selling, provisioning, supporting, and maintaining the CS operational throughout the term of this Contract when services are not available from the County's Primary Contractor, or when individual Buyers determine to purchase from Secondary Contractor. It also includes furnishing, installing (includes proper tagging and notification of information to Buyer [i.e., BP #]), interfacing, operating, maintaining, monitoring, and accurate / timely billing of the CS described in this Contract.

The Scope includes all CS used by the County. All County departments will be required to purchase their CS via this Contract. Other entities may, but are not required to purchase their CS needs via this Contract. Voice value-added services (Table 2.1, Category 2), shall be the centralized ordering/billing authority for all Buyers. Voice value-added services (Table 2.1, Category 2), shall be the centralized ordering/billing authority for all Buyers.

This Contract also allows the deployment of CPE at the circuit/service demarcs, (e.g., FRADS, routers, CSU/DSUs, packet/cell switches, and related CPE technology refresh efforts). When Customer Premise Equipment (CPE) is provided under this Contract, pricing for all such CPE shall be no greater than the CPE pricing that is available under the State Procurement Office's (SPO's) statewide LAN/WAN CPE Contract. This Contract encourages the Contractor to locate the circuit termination CPE at a single point in a campus environment or in a stand-alone building on the Buyer's premises.

Other state, city and local sub-political governmental entities are authorized to purchase services / products under this Contract.

**2.0 CARRIER SERVICES CATEGORIES:**

Specific Items Included. The CS itemized in Table 2.1 make-up the scope of this Contract.

**TABLE 2.1**

Category Number	CS Category	Phase 1	Phase 2
<b>1</b>	<b>TRANSPORT SERVICES, e.g.</b>	YES	YES
	Trunk Lines (Analog, DS0, 1,3)	YES	YES
	Tie Lines (Analog, DS0, 1,3)	N/A	N/A
	Dedicated (Channelized / Clear Channel) Circuits (Analog, DS0, 1,3)	YES	YES
	SONET Transport (DS-3, OC3-48)	YES	YES
	Frame Relay PVC Services at Guaranteed CIR's	N/A	N/A
	Frame Relay SVS Services (VCC/VCP)	N/A	N/A
	Other Packet-Based Circuit Services	N/A	N/A
	ATM	N/A	N/A
	Cell-Based Permanent Virtual Circuit Services (DS1-3 and OC3-48)	N/A	N/A
	Cell-Based Switched Virtual Circuit Services (DS1-3 and OC3-48)	N/A	N/A
	ISDN (BRI and PRI) Circuits	YES	YES
	Cable-Based and Wireless-Based Circuits	YES	YES
	XDSL Circuits	N/A	N/A
	Point-to-Point and Point-to Multi-Point Ethernet Services	YES	YES
	MPLS, MPLS Peering (Inter-Provider Carrier-to-Carrier)	N/A	N/A
	CWDM	YES	YES

	DWDM	YES	YES
	Lease of Dark Fiber		
<b>2</b>	<b>VOICE VALUE-ADDED SERVICES</b> , e.g.	YES	YES
	Long Distance In-Bound Voice Services, On-Net and Off-Net, Intra-Lata, Inter-Lata or International, Credit Card	YES	YES
	Long Distance In-Bound Voice Services, 800,877 or 888 Services	YES	YES
	Dial-Tone Services over Multi-Service Links	N/A	N/A
	Messaging Services, including Voice Mail, Voice Messaging, Integrated Voice Response (IVR)	N/A	N/A
	Language Translation Services	N/A	N/A
	Operator-Based Services	N/A	N/A
	Audio Multi-Conferencing Unit (MCU) Bridging Services	N/A	N/A
<b>3</b>	<b>VIDEO VALUE-ADDED SERVICES</b> , e.g.	YES	YES
	Store and Forward MPEG 1 and MPEG 2 Services	N/A	N/A
	IP Multicast Services (H.323, etc.)	N/A	N/A
	Multi-Conferencing Unit (MCU) Services (H.320, H.323, H.324, T-120, etc.)	N/A	N/A
<b>4</b>	<b>INTERNET SERVICE PROVIDER SERVICES</b> (Redundant and Non-redundant), e.g.	YES	YES
	Tier-1 Internet Access	YES	YES
	Local Internet Access	N/A	N/A
	Access Server (Modem Pool) Services	N/A	N/A
	Electronic Mail Gateway Services, (e.g. SMTP, Proprietary Protocols)	N/A	N/A
	Virtual Private Networks (VPN)	YES	YES
	Virtual Private Circuits (VPC)	N/A	N/A
	Firewall Network Access Management Services (IP	N/A	N/A
	Electronic Data Interchange (EDI)	N/A	N/A
	Outbound Proxy	N/A	N/A
	Outbound URL Filtering	N/A	N/A
<b>5</b>	<b>TECHNOLOGY MANAGEMENT SERVICES</b> , e.g.	YES	YES
	Online CS Monitoring, Management and Documentation	N/A	N/A
	Summary CS Status & Performance Reports shall Summarize Actual CS Performance Relative to CS SLA Performance Criteria for All-Users and All CS	YES	YES
	Help Desk for All Subscription Services (new requests, change orders, troubleshooting, etc)	YES	YES
	Secured Access to Browser-Based (www) Data Warehouse System (ODBC and JDBC compliant) w/Flexible Query and Reporting for all Monitoring, Management and Documentation Parameters; Countywide Access (summary and detailed, current and historical information)	N/A	N/A
<b>6</b>	<b>ADMINISTRATIVE MANAGEMENT SERVICES</b> , e.g.	YES	YES
	Following Order, Status and Performance Parameters shall available to all Buyers:	N/A	N/A
	I. Trouble ticket tracking and reporting	YES	YES
	II. CS order history, status and associated termination	YES	YES
	III. Detail Account Records (Countywide, by service and customer)	YES	YES
	IV. Summary Account Records (Countywide, by service and customer)	YES	YES
	V. Repair History (Countywide, by service and customer)	YES	YES
	VI. Audit Logs (Countywide, by service and customer)	YES	YES
	VII. Exception Reporting (Countywide, by service and customer)	YES	YES
	VIII Monthly invoicing shall be distributed to each Buyer by CS-provided with consolidations at PHONE-NUMBER, service-type, location, county and Countywide levels	YES	YES
	IX. Summary Billing Reports shall include: Annual & Quarterly	YES	YES
	X. Total Revenue, All-Users, All CS, Countywide	YES	YES
	XI. Total Revenue, All-Users, All CS, Buyer	YES	YES

2.1 Specific Items Not Included. The following items specifically are **not included** in this Contract:

- 2.1.1 Building Wiring System (BWS) cabling and connection devices beyond the teleco demarc.
- 2.1.2 9-1-1 services.
- 2.1.3 Integration services for build-out of Buyer's campus networks.

**3.0 IMPLEMENTATION OF SERVICES:**

- 3.1 Conformity To Specifications And Special Instructions. All CS provided shall be in strict conformity with the Specifications / SLAs. If the instructions and Specifications contained in the Contract documents are not sufficiently clear to permit Contractor to proceed with installing or providing the requested CS, Buyer shall, upon request from Contractor, furnish additional instructions, together with such additional specifications as may be necessary. When Contractor makes such request, it must be made in ample time to permit the preparation of the instructions and specifications before the information is required by Contractor to meet the implementation schedule. Such additional CSO instructions and specifications shall be consistent with Contract documents, and shall have the same force and effect as if contained in the Contract documents.
- 3.2 Buyer Provided Equipment And Facilities. Buyer may provide at its own expense, certain equipment and facilities necessary to provide CS per this Contract, (e.g. terminating equipment, floor space, electricity, wall space, and support structures). Contractor shall identify requirements for Buyer-provided equipment and facilities in Contractor's Proposal, and Buyer assumes responsibility for providing same unless otherwise agreed.
  - 3.2.1 For all non-HFC (coaxial) services, Contractor will provision services over its fiber infrastructure. Typically, Contractor will terminate its services on either a wall mount or rack mount CPE device. The CPE will remain a Contractor asset and responsibility throughout the term of any CS agreement. Contractor requires CPE termination in the Buyer's MDF or MPOP. In the event that CPE can not be placed in the MDF or MPOP, the Buyer must provide similar space within 150 feet and conduit path to the MDF or MPOP. Buyer may also be responsible for time and materials required to interconnect displaced CPE to MDF or MPOP.
  - 3.2.2 HFC (coaxial – telephony & data) installations require a minimum of 30" x 30" of wall space in the MDF or MPOP. In the event that CPE can not be placed in the MDF or MPOP, the Buyer must provide similar space within 150 feet and conduit path to the MDF or MPOP. If the Buyer chooses to place a cable modem (CPE) in the MDF or MPOP, a standard non-dedicated 120V AC outlet.
- 3.3 Implementation of the project.
  - 3.3.1 Contractor follows the same general steps as it pertains to installation and managed cutover:
    - 3.3.1.1 Field engineering (if facilities are not present at customer MPOP) – Meet with Buyer to determine the optimal route(s) to bring in Contractor facilities to the premise.
    - 3.3.1.2 Sales engineering – Ensure that all technical requirements for the CS have been discussed by Buyer's technical staff, vendor(s), if applicable and Contractor's Sales Engineering staff.
    - 3.3.1.3 Project Management – "Walk" the order from completion to installation and through the first billing cycle. Each project will have a dedicated project manager to interface with the customer. Project managers also coordinate test, turn-up and cut-over with the Buyer.
    - 3.3.1.4 Installation – Construction (fiber facilities), Transport (CPE) and Technicians work in succession to bring up CS, test and cut-over service.

3.3.1.5 Right of Entry – In order to provide service, Buyer must, at some time prior to scheduling installation must agree to legal Right of Entry (ROE) for Contractor to enter Buyer’s facility. ROE is based on field notes generated by the Field Engineering step. Construction will not begin until all permits are received.

3.3.2 Time frames for critical activities and other tasks required of the Buyer.

3.3.2.1 Field Engineering is scheduled with the Buyer a minimum of 10 business days (2 weeks) in advance for normal operations. Buyer’s assistance is required for “walk-out.”

3.3.2.2 Installation timeframes can vary from:

3.3.2.2.1 2 week standard install – facilities, CPE and available bandwidth are in currently in place at the customer premise. Buyer is either purchasing additional service or “hot-cutting” to new service

3.3.2.2.2 45 day install – HFC (only) line extension into Buyer’s facility

3.3.2.2.3 90 day install – Fiber only - new builds requiring permitting, construction, and CPE procurement.

[Note – Variable timeframe installations (i.e. phased installation, expedited) are negotiated prior to CS order request. Expedited installation may require additional costs to the Buyer.]

3.3.2.3 Fiber installation may precede test and turn-up by up to 10 business days. Buyer is responsible for Cox’s entry to the premise

3.3.2.4 Test and turn-up requires a 72-hour period. Buyer is required for access to the customer premise

3.3.2.5 Cutover timeframes, other than “flash-cut” may be negotiated with project management, in order to coordinate Buyer’s maintenance windows, complexity of cutover, and/or vendor involvement.

3.3.3 Any major activity that involves the Buyer's employees or premises.

Contractor will require access to Buyer’s employee and/or premises for the following activities:

3.3.3.1 Field Engineering – Field Site Survey, suggest that Buyer provides access to Facilities personnel or equivalent.

3.3.3.2 Sales Engineering – CS Order, provide access to Buyer’s vendor and/or technical staff relevant to the type of CS ordered.

3.3.3.4 Right of Entry – Contractor will require “legal” acceptance from Buyer’s organization or Premise Owner. Buyer is asked to facilitate contact to with Premise Owner when Buyer does not own the property.

3.3.3.5 Sales Process – Contractor may require access to Buyer’s billing, procurement and/or technical personnel to complete CS order.

3.3.3.6 Fiber Installation – Require facilities access for entry to the premise.

3.3.3.7 Test and Turn-up – Require facilities access for entry to the premise.

3.3.3.8 Cut-over – Contractor will require access to Buyer’s technical personnel, entrance to the facility and vendor(s), if applicable.

3.3.4 CS Cutover.

The Buyer, working with Contractor Project Management, will develop the strategy, sequence of events and scheduling of all CS cutovers. The extent of site preparation, inside wiring, CPE installation and specific CS ordered will determine the complexity of the process. Coordination and control are also essential to manage the cutovers' sequence of events. All CS cutovers will be managed by a Project Manager for a given cutover event. The Project Manager will coordinate with the Buyer and appropriate Contractor departments and vendors, if necessary to ensure a smooth transition of service.

3.4 Implementation Support.

Specific to CS implementation, the Buyer will be directly interfacing with the following groups:

3.4.1 Business Sales.

3.4.1.1 Account Managers, Account Support Managers

3.4.1.2 Sales Engineering

3.4.1.3 Right of Entry

3.4.1.4 Network Operations

3.4.2 Network Operations.

3.4.2.1 Field Engineering (site surveys)

3.4.2.2 Construction

3.4.2.3 Transport (CPE installation, test & turn-up)

3.4.2.4 Field Technicians (service installation)

3.4.2.5 Project Management

3.4.3 During the implementation process the Buyer's primary point of contact will be there assigned Project Manager. The secondary point of contact will be the Account Manager. Contact information will be made available by your Account Manager after CS order. The chart below depicts the general escalation path for Sales and Operations.

3.5 Quality Programs.

Following are the key constructs of Contractor's quality improvement plan:

3.5.1 Identifying the key metrics for each service provided

3.5.2 Measuring well-defined indicators linked to the aspects of service quality

3.5.3 Evaluating the current delivery processes and implementing changes

3.5.4 Monitoring the changes in the process for improvement

3.5.5 Evaluating the outcomes and recommending future improvements.

3.6 Major CS Implementation Plan.

3.6.1 Contractor shall adhere to the following plan during all major CS implementations (i.e., CS implementations involving 10 or more service sites and / or PVC's) by providing a

“dedicated” project team that will manage the process from order to billing. The project team periodically will meet with Buyer and their representatives in person as well as establish recurring conference calls.

3.6.2 Required Elements. Offeror shall incorporate the following elements into its CS Implementation:

3.6.2.1 Project schedule milestone (Gantt) chart

3.6.2.2 Itemization and schedule of all Buyer supplied items

3.6.2.3 Field implementation requirements

3.6.2.4 Field quality assurance requirements

3.6.2.5 CS Test Plan, as detailed below

3.6.2.6 Continuous verification of Billing System accuracy as incremental CS is implemented.

3.7 CS Test Plan.

Required Elements. The following types of CS testing shall be represented in the CS Test Plan. They are:

3.7.1 CS operational testing

3.7.2 Cut-over testing.

3.8 CS Operational Testing.

The CS operational testing shall verify all functions and performance levels specified in the CS contractual requirements. Successful completion of this testing shall qualify the CS as fully functional.

3.9 CS Cutover.

After successful completion of the CS operational testing, the Contractor shall provide CS to Buyer and conduct tests in accordance with the Cutover Test Plan to demonstrate that all CS are ready to go "on-line. The Cutover Test Plan shall have provisions for:

3.9.1 Staging users onto the CS by location and by individual service provided, with proper prior user notification

3.9.2 Monitoring of all individual CS provided

3.9.3 Coordination with all necessary support groups to expeditiously resolve problems.

3.10 Contract Phasing.

**TABLE 3-1**

<b>PHASE</b>	<b>ACTIVITY</b>
<b>1</b>	The continuous addition of CS as requested over the life of the Contract.
<b>2</b>	Cut-over existing CS to new Contract.

3.10.1 Phase-1 includes all new CS orders. Actual CS and their location(s) shall be described in the implementing Carrier Service Orders (CSO's).

3.10.2 Phase-2 includes the "cut-over" of the existing CS that are currently provided by the Contractor. Contractor shall provide a listing of CS provided by the Contractor within 30 days after receipt of Contract. This listing shall identify regulated and non-regulated CS, shall be in spreadsheet or database format and shall list the CS - in force on Day 1 of this Contract - of all eligible Buyers. Contractor shall complete this "cut-over" during a transition period of approximately 3-months (specific duration shall be approved by County and shall be at each Buyer's discretion). As part of this cut-over, Contractor shall re-price all CS that it currently provides all Buyers to reflect the rates agreed to under this Contract.

3.11 Supplemental Requirements.

3.11.1 Right to Interface.

3.11.1.1 Buyer shall have the right to connect the CS to any equipment that includes standards compliant (i.e., conform to FCC Rules and Regulations 47 CFR 68 Part 68, as amended compliant) CS interface(s). At Buyer's discretion, Buyer, Contractor or the vendor supplying Buyer's equipment may make or supervise the interconnection and supply any interface devices required.

3.11.1.2 Contractor shall provide CS terminations (e.g., copper cross-connect blocks, etc.) at Buyer's equipment if such equipment is within 150 feet of the closest Premises Demarc. Buyer, at its option may choose to extend CS from the Contractor provided CS interface to its equipment. The effective Contractor demarcation will be the "test-point" for all CS supplied to Buyer. Any service related issues occurring past the "test-point" will be the responsibility of the Buyer.

3.11.2 Operations and Maintenance.

Contractor may request reasonable Service Releases for necessary routine maintenance or its rearrangement of facilities or equipment. Such releases will be for specified periods of time, not to exceed four (4) consecutive hours, and will require the prior approval of Buyer. Contractor shall, whenever possible, schedule such Service Releases during time-periods other than Buyer's normal business hours. Release periods are not considered Service Outages unless CS is not restored by the end of the release period, or Buyer has approved a Service Release extension. Unscheduled Service Release periods shall be counted as "service outages" unless Contractor provides a minimum of 30-day notice prior to scheduled Service Release period and Buyer approves.

3.11.3 Buyer Right to Transfer CS.

Any Buyer of CS via this Contract shall have the right to transfer to any other Buyer any such CS. Contractor shall make this transfer without charge if facilities are in place to make the transfer without additional capital expenditures.

3.12 Warranties.

3.12.1 Service Uptime Warranty. Contractor shall warrant that all provided CS will operate in substantial conformance with all requirements stated in the "Service Level Agreement" portion of the Contract.

3.12.2 Performance Warranty. If after 30 consecutive calendar days of nonperformance, and having been notified in writing, the nonperforming Contractor fails to make a particular CS operate per the "Service Level Agreement," that Buyer shall be entitled to terminate the specific CS Agreement without penalty immediately upon written termination notice to the Contractor.

3.13 Non-Recurring and Termination Charges.

3.13.1 Non-Recurring Charges.

All non-recurring (e.g., Installation, PVC configurations, etc.) charges for a given CS shall not exceed the Standard Install Charge for the specific CS, Based on Contractor's Pricing and Discounts.

3.13.2 County's Termination Liability.

County shall have no liability of individual Buyer's termination of that Buyer's CS.

3.13.3 Buyer's Termination Liability for all CS.

Buyer's sole liabilities for early termination are stated in this section.

3.13.3.1 Service Period. The service period for all CS initiated (or transferred) under this Contract shall be equal to the remaining months in the Contract Term.

3.13.3.2 Buyer's Early Termination Cost. If Buyer disconnects CS for any reason during the initial 24-month period associated with a given CSO, then Buyer's only obligation to Contractor shall be to pay the remainder of the 24-month period.

3.13.4 After the initial 24-months associated with a given CSO. If Buyer disconnects all or part of CS associated with a given CSO after 24-months with that CS in-force, the termination charge for that CS shall be ZERO (\$0.00).

3.13.5 All termination charges shall be waived when the Buyer discontinues CS and ALL of the following conditions are met:

3.13.5.1 Buyer signs a new CSO with the same Contractor for any other CS of equal or greater value than the termination liability.

3.13.5.2 The order to discontinue CS and the order to establish new CS are received by Contractor within a 30 day interval,

3.13.5.3 Buyer agrees to pay any previously non-disputed, billed but unpaid, recurring and non-recurring charges.

3.14 Quality Assurance.

3.14.1 Monitoring and Re-Routing.

Re-Route Time. Maximum circuit re-route time shall be non-discernible (i.e., non-disruptive to the user) for all traffic types on all circuits that are DS-3 or larger in total bandwidth. The network architecture that will deliver to the customer premise will be ring-in-ring SONET delivery with 50 ms protection switching capability.

3.14.2 Standards Compliance.

3.14.2.1 General. All CS shall be compliant with telecommunications industry Standards. All CS specified herein shall meet or exceed the following standards. These documents, of the current issue, form a part of this specification to the extent specified herein, unless designated "for reference purposes only." In the event of conflict between the documents referenced herein and the contents of this section, the more stringent shall govern.

**Table 3-2**

<b>Carrier Service</b>	<b>ACC</b>	<b>FCC</b>	<b>ITU</b>	<b>ANSI</b>	<b>Telcordia</b>	<b>OSI</b>
Trunk Lines	X	X		X	X	
SONET Transport	X	X	X	X	X	X
ISDN	X	X		X	X	
Ethernet Transport	X			X		X
Cable Based Services	X	X		X		X
DWDM	X	X	X	X	X	
Internet Access	X	X		X		X

3.14.2.2 All related Federal Communications Commission (FCC) and AZ Corporation Commission (ACC) Rules and Regulations.

3.14.2.3 All related ISO/OSI Standards.

3.14.2.4 All related BellCore Standards.

3.14.3 Inspection of All Major CS Implementations (i.e., all Buyers with 10 or more locations and / or 10 or more PVC's).

3.14.3.1 Buyer may appoint an Inspector(s) from time to time to serve as Buyer's representative during, installation, testing, cutover, operation and maintenance of the CS (and its billing) and shall advise Contractor of same. Such inspection may extend to any part of the installation or operation of the CS. The Inspector shall not be permitted to modify in any way the provisions of the Contract, nor to delay the work by failing to complete the inspection with reasonable promptness. The Inspector shall not interfere with the Contractor's management of the work. Instructions given by the Inspector shall be respected and responded to by Contractor.

3.14.3.2 Whenever required by the Inspector, Contractor shall furnish without additional charge, all tools, test equipment, and labor necessary to make an examination of the work completed or in progress or test the quality of the CS. If the CS, including its installation and operation, is found to be not in compliance with the Specifications, Contractor shall bear all expenses of such examination and of satisfactory correction of the deficiencies.

3.14.3.3 After ALL CS installation and testing activities are completed, and upon delivery of ALL required CS and testing documentation, Final CS Acceptance (FCA) shall be executed.

3.14.4 Acceptance Testing of All Major CS Implementations

3.14.4.1 Upon notification of completion of Contractor testing, Buyer shall commence its Acceptance Testing Period of 30 calendar days for compliance with CS performance requirements. In the event of apparent failure to meet any performance requirements or standards during any Acceptance Testing Period, it is not required that one 30-day period expire in order for another Acceptance Testing Period to begin. Furthermore, if, during any Acceptance Testing Period, Buyer identifies Service Affecting deficiencies, it shall be at Buyer's option if another 30-day Acceptance Testing Period is required after Contractor satisfactorily corrects such deficiencies.

3.14.4.2 Buyer's standard of performance shall be met when the CS operates in conformance with the SLA requirements during its operational-use-time for a period of 30 consecutive calendar days from the commencement date of the Performance Period.

3.14.4.3 If Buyer identifies Service Affecting deficiencies, during the Performance Period, Buyer shall promptly notify Contractor in writing of such deficiencies. Contractor shall correct these deficiencies in a timely and satisfactory manner and shall notify Buyer in writing when deficiencies are corrected. Buyer shall make every effort to assist Contractor in the resolution of all deficiencies but the responsibility ultimately resides with Contractor.

3.14.4.4 Promptly upon successful completion of the Performance Period, Buyer will notify Contractor in writing that the Performance Period is now complete. Contractor's receipt of Buyer's letter shall prompt the execution of the Final CS Acceptance Document.

3.14.4.5 If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date, Buyer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing of an extension of the Performance Period deadline. Buyer's option to terminate the CSO shall remain in effect until such time as successful completion of the CS performance requirements is attained.

3.15 Customer Support and Problem Resolution Requirements.

3.15.1 Account Team Support.

3.15.1.1 Customer Support.

Contractor shall provide 24x7 service support throughout the term of any CS agreement. Billing support will be available during normal business hours, 8am – 5pm Monday through Friday, except on holidays. CS that utilize fiber infrastructure have the option of bypassing Tier II support and work directly with Tier III, if they should desire. HFC (coaxial) customers would be directed to Tier II support.

3.15.1.2 Trouble Reporting and Escalation and Mean Time to Repair.

(NOTE: Contractor to update and notify County of names, titles and telephone numbers as changes occur)

<b>Person/Title</b>	<b>Office Phone</b>	<b>Cell Phone</b>
1. Cox Business Operations Center After 2 hours with no resolution, escalates to #2	866-291-2262(CBOC)	NA
2. Tamara Bramanti After 2 hours with no resolution, escalates to #3	623-322-7032	602-694-1390
3. Terry Mardis – Director of Analysis and Planning. After 2 hrs with no resolution escalates to #4	623-322-7958	602-694-2228

HI CAP (T-1 or larger) Local Service: Toll free number for trouble reporting: 1-866-291-2262 (CBOC)

Normal Business Hours Monday – Friday 7am to 7pm

Two Tier III Support personnel and one Tier IV Engineer man CBOC. Each Engineer shares the on call status.

In the event that all Engineers are on the phone with a customer the calls would route to the Customer Care Center 623-322-2000. The CSR would then open a ticket and notify the CBOC Engineer for follow up.

After Hours Monday – Friday 7pm to 7am Saturday - Sunday 24 hours

On Call Support: after 7pm the 1-866-291-2262 (CBOC) is transferred to a pager voicemail. The customer would leave a detailed message in reference to the trouble they are experiencing and a number to call them back at. The on call Engineer has 15 minutes to respond to a Hi Cap trouble ticket.

Once cause of trouble has been established an estimated ETR (estimated time of repair) would be set.

- Customer calls CBOC at 866-291-2262 (CBOC) and leaves a message. On-call person is paged immediately and responds back to customer within 15 minutes.
- CBOC pages Phoenix Transport first level contact on-call pager
- If first level pager does not respond within 15 minutes, CBOC re-pages first level on-call pager
- Waits only a few minutes, and calls first level mobile or personal pager.
- Simultaneously, Engineer pages second level on-call pager along with CBS Operations Manager.
- If CBOC does not receive call back from second level on-call pager within a few minutes, call is escalated further to Transport Supervisor level and then Transport Manager-level along with Director Level at CBS.

Cox Atlanta - NOC Escalation List

Carrier Service

Person / Title	Telephone Number	Pager Number
1. Trouble Ticket Hotline:	888-326-9266	N/A
Press Option 2 for Telephony		
2. Thyra Carmichael-NOC Supervisor	404-843-5884	404-364-3168
3. Scott Smith-NOC Manager	404-845-8585	888-463-8480
4. David Fear-NOC Director	404-845-8520	888-306-8816
5. Dick Mueller-VP Engineering	404-843-5355	888-620-8370

Note: When dialing the NOC 800 # (888-326-9266) select Option 2 for Telephony. The customer can request to speak with a 'lead' NOC person at anytime.

Atlanta NOC Procedures

- Alarm reports to NOC
- NOC pages Phoenix first level contact on-call pager
- If first level pager does not respond within 15 minutes, NOC re-pages first level on-call pager
- Waits only a few minutes, and calls first level mobile or personal pager
- Simultaneously, NOC pages second level on-call pager
- **If NOC does not receive call back from second level on-call pager within a few minutes, call is escalated further to Supervisor level and then Manager level**

3.15.2 Ongoing Optimization.

Contractor shall provide proactive management of its telecommunications environment through evolving infrastructure design and improvements.

3.15.3 CS design resources shall include:

3.15.3.1 Pre-installation CS design (data collection, analysis, and engineering).

3.15.3.2 Installation support and testing.

3.15.3.3 Ongoing system engineering support (monitoring and capacity planning).

3.15.4 CS design services shall incorporate:

3.15.4.1 Hands-on, pre- and post-implementation support.

3.15.4.2 Certification test labs support.

3.15.5 Conflict with Tariff.

Where conflicts exist between Contractor's Tariff and Contract Documents, County reserves the right to require the Contractor to revise its tariff to correct such conflicts.

3.16 General Billing Requirements.

3.16.1 Required Standard Elements:

The following basic billing data shall be made available:

3.16.1.1 Usage statistics.

3.16.1.2 Applicable discounts.

3.16.2 Electronic billing data and associated software packages to the Buyer is preferred, in order to conduct trending and traffic analysis.

3.16.3 Billing Analysis.

Contractor shall provide *SmartBill*, in addition to its standard monthly paper bill.

3.16.4 Management Reporting.

Contractor shall provide customers with trunk utilization reports across a multi-premise PBX solution. This information will be helpful to the Buyer by ascertaining where its traffic flow is terminating or originating from and subsequently reduce or add trunks accordingly. These are specialty reports and available when requested by customer. Multiple requests or interval reporting may include costs to the Buyer.

3.16.5 Payment of Taxes.

Buyer shall pay all applicable taxes imposed on it by law. Such taxes shall be included in the billing. Contractor is responsible for all other taxes.

3.16.6 Billing Address.

Unless otherwise indicated on the ordering CSO, invoices for CS shall be addressed to the Buyer's address.

3.16.7 Billing Media.

Electronic invoices for CS is preferred, with Buyer approval of the specific electronic media or magnetic media at no additional cost to the Buyer. If magnetic media is used, Contractor shall notify Buyer of the nature of any changes or modifications in the media record format as soon as possible, but no later than 30 calendar days prior to implementing such changes. When requested, Contractor shall provide Buyer with paper-based billing.

3.16.8 Billing Detail.

Invoices submitted for payment shall contain the same description detail as provided in price quotations, and as a minimum, shall identify each Service, the unit price, units of quantity, extended price, service address or location of Service, and invoice total.

3.16.9 Billing Pro-Rated CS.

All CS billings shall be based on a pro-ration of the total monthly CS charge rate.

3.16.10 Timeliness of Billing.

Invoicing for telephony / dial-tone related products shall be provided Buyer within 30 calendar days in-arrears for the billed services. Invoicing for circuit-based services shall be provided Buyer at least 30 days in advance of billed services. Contractor and Buyer agree to process invoices as per the SLA.

3.16.11 Billing Adjustments.

Revised invoices or billing adjustments shall apply only to Contractor's CS that can be verified by the Buyer, and requests for such adjustments must be submitted in writing to the Buyer within 60 days of the billing cycle for the billed services; shall reference the original invoice in which the error was made, and contain sufficient level of detail to make a reasonable determination of fact. Billing Adjustments shall not be accepted in any form other than a paper document.

3.16.12 Billing Disputes.

Failure by Buyer to pay any portion of the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Buyer will pay undisputed portions of disputed or incorrect invoices where Buyer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Buyer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties.

3.17 Carrier Service Orders.

3.17.1 Form of Order. All orders for CS shall be placed by Buyer issuing a written CSO to Contractor. A CSO may be issued by Buyer for CS included in any Exhibit in the form specified herein. Buyer may require Contractor to assist in CSO preparation by providing necessary CS description, operating parameters, and interface information. Contractor shall provide this assistance at no added cost to Buyer. Each CSO shall be approved and issued by the Buyer or its authorized representative, as follows:

3.17.2 CSO Content. Each CSO shall include, but not be limited to, the following information: ·

3.17.2.1 Date of the Order

3.17.2.2 Order (CSO) Number

3.17.2.3 Setup of Buyer's Account (including Buyer's profile as required for specific CS, billing, etc.)

3.17.2.4 Term of the CS, including Service start date, termination date (if applicable), and installation date (if

3.17.2.5 Billing address and instructions

3.17.2.6 Reference to related CSOs

3.17.2.7 A list or description specifying the quantity, type and special options and/or provisions of the CS.

3.17.3 Receipt of CSO. Contractor shall acknowledge receipt in writing/electronically of each CSO issued (by Buyer) within two (2) calendar days of issuance.

3.17.4 CSO Acceptance. Contractor shall acknowledge acceptance in writing/electronically of each CSO issued (by Buyer) via returning a signed/accepted CSO form within five (5) calendar days (seven (7) calendar days in case a holiday is involved, of issuance by Buyer. All CSOs shall be deemed accepted by Contractor if not specifically rejected within the five (5) calendar days (seven (7) calendar days in case a holiday is involved. Buyer, at its sole discretion, may allow verbal or other means of acknowledgment pending written/electronic acknowledgment when time and circumstances require. This CSO acceptance shall include the reservation of all elements necessary to deploy the requested/accepted CS.

3.17.5 CSO Modification. Buyer may modify a CSO only by a written/electronic instrument signed by Buyer's authorized representative. Contractor may modify a CSO only with Buyer's written/electronic concurrence. Any unauthorized modification by Contractor shall, at Buyer's option, cause the CSO to be void.

3.17.5.1 Buyer may, at any time prior to Contractor's acceptance of a CSO, modify the CSO, in whole, or in part. Buyer shall have no liability for making such modification.

3.17.5.2 If a CSO is modified subsequent to Contractor's acceptance, then Buyer's liability shall be limited to the full cost of all non-recoverable expenses caused by the modification, not to exceed the non-recurring charges for CS ordered on the CSO, plus any special construction charges. Contractor shall separately quote such construction charges, which shall be subject to review and acceptance by Buyer. If accepted, the Buyer will issue a CSO.

3.17.5.3 CSO Cancellation. Buyer may, at any time prior to Contractor's acceptance, cancel the CSO, in whole, or in part. Buyer shall have no liability for such cancellation. If a CSO is canceled subsequent to Contractor's acceptance, then Buyer's liability shall be limited to the full cost of all non-recoverable expenses incurred, not to exceed the non-recurring charges for the CS ordered on the CSO, plus any special construction charges. Contractor shall separately quote such construction charges, which shall be subject to review and acceptance by Buyer. If accepted Buyer shall issue a CSO. Notwithstanding the foregoing, should Buyer cancel a CSO due to Contractor's failure to perform in a timely manner, then Buyer's liability to Contractor shall be limited to the cost of CS already accepted and in use by Buyer.

3.17.6 Price Adjustments.

The Contractor shall measure its aggregate billed revenues each quarter throughout the first contract year and annually thereafter. Contractor shall utilize its aggregate billed revenue (for each reporting period, i.e., quarterly periods then 12-month periods thereafter) to adjust the unit prices that it charges all Buyers for the following reporting period. Contractor shall make these volume price adjustments after award of the Contract, effective on the 4th, 7th, 10th and 13th months and then annually thereafter throughout the Contract Term. At no time during the Contract Term shall the "net effective CS pricing" exceed any previous "net effective CS pricing."

3.17.7 Tariff-Based Pricing.

Contractor declares that, if their pricing is FCC tariff-based, that all filings of FCC tariff CS (not AZ Corporation Commission tariff), which results in potentially higher pricing (recurring and non-recurring) for any or all offered CS shall not affect the pricing of CS via this Contract.

3.18 Service Level Agreement.

This Section, the Service Level Agreement (SLA), specifies the required Service Levels (performance measurements) and associated reporting and credits due the Buyer if these required service levels are not complied with. The intent of this section is to define the Contractual Service Levels at which the Contractor shall provide CS. Failure of the Contractor to meet these criteria shall result in specific reporting of service deficiencies, service credits, contract modification, etc. as specified in the Contract. All Buyers have the right to pursue the service credits stated herein; and if Buyers choose not to pursue such service credits then the County has the right to pursue such service credits and the resulting credits shall be credited to County.

3.18.1 Account Team Responsiveness (CS Pricing and Availability)

Contractor shall commit to the following service response times for CS as part of the assigned Account Team standard operating procedures (Timely responses by Contractor to Buyer requests for CS including loop qualifications, etc.).

**TABLE 3-3**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Metro Area Maximum Installation Time (Days) (Notes 1~2)</b>	<b>Rural Community (City or Town) Maximum Installation Time (Days) (Notes 1~2)</b>	<b>Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement (Note 3)</b>
<b>1</b>	Pricing of standard CS	3	3	Monthly Report
<b>2</b>	Availability of standard CS	3	5	Monthly Report
<b>3</b>	Pricing of single non-standard CS, one location	10	10	Monthly Report
<b>4</b>	Availability of single non-standard CS, one location	10	15	Monthly Report
<b>5</b>	Pricing of single non-standard CS, multiple locations	10	10	Monthly Report
<b>6</b>	Availability of single non-standard CS, multiple locations	15	15	Monthly Report
<b>7</b>	Analysis and recommendations for optimized multiple CS, one location	15	15	Monthly Report
<b>8</b>	Analysis and recommendations for optimized CS, multiple locations	15	15	Monthly Report
<b>9</b>	Pricing of optimized multiple CS, one location	10	10	Monthly Report
<b>10</b>	Pricing of optimized multiple CS, multiple locations	10	10	Monthly Report
<b>11</b>	Availability of optimized multiple CS, one location	15	15	Monthly Report
<b>12</b>	Availability of optimized multiple CS, multiple locations	15	15	Monthly Report

Notes:

- 1 All response times are stated as “working days” (i.e., 5-day weeks with the County Holidays excepted from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.
- 2 Availability includes the physical determination of required facilities to install requested CS.
- 3 County shall refer Contractor Account Team Non-responsiveness and associated reports to the ACC for appropriate action.

3.18.2 Service Provisioning Periods (After Acceptance of Valid CS Order)

**TABLE 3-4**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Metro Area Maximum Expected Installation Time (All Years) <u>and</u> Rural Community Maximum Expected Installation Time After First Year of Contract (Days) (Notes 1~2)</b>	<b>Rural Community (City or Town) Maximum Expected Installation Time During First Year of Contract (Days) (Notes 1~2)</b>	<b>Service Credit When Contractor is Non-Compliant with Specific SLA Requirement</b>
<b>1</b>	Dedicated voice services, less than 24 talk paths	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w Construction	Monthly reports + 50% of the monthly pricing of the affected service for the first month of late provisioning, with increase of +25%/month for all subsequent months of late provisioning - or cancel CS order
<b>2</b>	Dedicated voice services, 24-talk paths or more	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
<b>3</b>	Dedicated data services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
<b>4</b>	Packet-based services	10 w/o Construction 20 w/Construction	10 w/o Construction 80 w/Construction	Same As Above
<b>5</b>	Cell-based services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
<b>6</b>	Broadband services	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
<b>7</b>	Voice value-added services	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
<b>8</b>	Video value-added services	20 w/o Construction 60 w/Construction	40 w/o Construction 90 w/Construction	Same As Above
<b>9</b>	Internet-related services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
<b>10</b>	CS management and monitoring services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
<b>11</b>	CS billing services	5	5	Same As Above
<b>12</b>	CS reporting services	5	5	Same As Above

Notes:

- 1 All response times are stated as “working days” (i.e., 5-day weeks with the County Holidays excepted) from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.

- 2 Buyer and Contractor may negotiate a different Installation Time when the Contractor declares, before it accepts the CSO, that it cannot provision the requested CS within the Maximum Expected Installation Time. If, upon the completion of the Negotiated Installation Time, the Contractor has not provisioned the CS, Contractor is subject to the same SLAs and Service Credits as stated herein.
- 3.18.3 Billing and Payment Intervals

**TABLE 3-5**

<b>Class No.</b>	<b>Contractor Shall</b>
<b>1</b>	Waive all late charge assessments associated with dispute periods
<b>2</b>	Waive payment for all disputed charges until final resolution
<b>3</b>	Resolve disputed charges within 60 days of notification
<b>4</b>	Waive all billable items that have not been billed within 90 days after their occurrence (i.e., after the last day of the Billing Cycle in which the billable CS was provided).
<b>5</b>	No time-duration or dollar-amount limitations on Buyer’s right to seek and be paid restitution for incorrect billings.

3.18.4 Carrier Services Repair and Escalation Intervals (24 / 7 / 365 basis)

**TABLE 3-6**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Metro Area Maximum Repair Time (Hours)</b> (Notes 1~2)	<b>Rural Community (City or Town) Maximum Repair Time (Hours)</b> (Notes 1~2)	<b>Service Credit when Contractor is Non-Compliant with Specific SLA Requirement</b>
<b>1</b>	Contractor phone response time for all CS inquiries and failures	0.33 After Alert	0.33 After Alert	Monthly Reports + 5%/Class/ Incident of the Monthly Pricing of the Affected Service for the Repair and Escalation Interval Class (es) not Adhered to.
<b>2</b>	Contractor “line-test and report by phone to buyer” response time for all CS failures	0.5 After buyer approval to test	0.5 After buyer approval to test	Same As Above
<b>3</b>	Contractor MaxTTR for all “C/O level” protocol-corrections	1	2	Same As Above
<b>4</b>	Contractor MaxTTR for all “non-C/O level” protocol-corrections	1	2	Same As Above
<b>5</b>	Contractor “on-site response time for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	4	Same As Above
<b>6</b>	Contractor MaxTTR for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	8	Same As Above
<b>7</b>	Contractor’s field technician notifies first-level supervisor, all CS failures	2	4	Same As Above
<b>8</b>	Buyer’s Operations representative is notified	4	4	Same As Above

	and is updated every 24 hours, all CS failures			
<b>9</b> <b>Note 3</b>	Contractor's first-level supervisor contacts District Manager and National Account Service Manager all CS failures	4	4	Same As Above
<b>10</b> <b>Note 3</b>	Contractor's headquarters is notified and is updated every 24 hours, all CS failures	6	4	Same As Above

Notes:

- 1 Time intervals shall be measured from the instant in time that either the CS management system detects a failed condition or that the Buyer's representative notifies the Contractor of service problem.
- 2 Based on pre-authorized dispatch.
- 3 Contractor shall keep Contractor's and Buyer's current escalation contact names and phone numbers (within 24-hours after each change) on the Contractor's CS web-site. Buyers shall notify Contractor of their escalation contact names and phone numbers within 24-hours of such changes occurring.

3.18.5 Up-Time Service-Level Performance

Contractor shall provide CS service-levels based on the following Performance and Uptime criteria.

**TABLE 3-7**

<b>Class No.</b>	<b>Service Descriptor</b>	<b>Required Performance Level (24 / 7 / 365 basis) (Note 1)</b>	<b>Service Credit when Contractor is Non-Compliant with Specific SLA Requirement</b>
<b>1</b>	Local access voice and data services, <u>end-to-end network blocking</u> shall not exceed	0.5%/Mo/Ckt	Monthly Reports + 5% of the Monthly Pricing of the Affected Service for the First Hour of Sub-par Service Level, with Increase of + 1%/Hour for all Subsequent Hours/Month of Sub-par Service Level.
<b>2</b>	DS0 and DS1 dedicated circuit, end-to-end, <u>error-second/day</u> threshold, based on daily 30-minute duration testing, shall not exceed	5%/Mo/Ckt-Voice 2%/Mo/Ckt-Data	Same as Above
<b>3</b>	DS3 and Metro Ethernet dedicated circuit, end-to-end, error-second/day threshold, based on daily 30-minute duration testing, shall not exceed	0.05%/Mo/Ckt-Voice 0.05%/Mo/Ckt-Data	Same as Above
<b>4</b>	DS0, DS 1, DS3, dedicated circuit, end-to-end, <u>%-error free second/day</u> threshold, based on daily 30-minute duration testing, shall always exceed	99.9%/Mo/Ckt-Voice 99.9%/Mo/Ckt-Data	Same as Above
<b>5</b>	DS0, DS1 dedicated circuit, <u>background bit error rate</u> shall not exceed a 1x10 <sup>-8</sup> threshold	1%/Mo/Ckt-Voice 1%/Mo/Ckt-Data	Same as Above
<b>6</b>	DS3, OC-x Metro Ethernet dedicated circuit, <u>background bit error rate</u> shall not exceed a 1x10 <sup>-8</sup> threshold	0.05%/Mo/Ckt-Voice 0.05%/Mo/Ckt-Data	Same as Above
<b>7</b>	DS0 and DS1 dedicated circuit, <u>end-to-end up-time</u> , based on SNMP monitoring,	99.9%/Mo-Voice 99.9%/Mo-Data	Same as Above

	shall always exceed		
<b>8</b>	DS3, OC-x and Metro Ethernet dedicated circuit, end-to-end uptime, based on SNMP monitoring, shall always exceed	99.99%/Mo-Voice 99.99%/Mo-Data	Same as Above
<b>9</b>	Packet- and cell-based circuit, <u>end-to-end up-time</u> based on SNMP monitoring, shall always exceed	99.9%/Mo	Same as Above
<b>10</b>	Packet- and cell-based circuit, <u>CRC and misaligned frame rate</u> , based on SNMP monitoring, shall not exceed	0.005%/Mo	Same as Above
<b>11</b>	Cell-based circuits shall not exceed current ATM FORUM QoS, CBR, UBR, VBR requirements and tolerances, including latency tolerances, based on SNMP monitoring.	99.999%/Mo	Same as Above
<b>12</b>	Critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.99%/Mo	Monthly reports + 25% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of + 5%/hour for all subsequent hours/month of sub-par service level
<b>13</b>	Critical data services, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.99%/Mo	Same as Above
<b>14</b>	Super-critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Monthly reports + 50% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of +10%/hour for all subsequent hours/month of sub-par service level.
<b>15</b>	Super-critical data services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Same As Above
<b>16</b>	Point of sale (POS) data services, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.99%/Mo	Same As Class 1
<b>16a</b>	Associated CPE up-time, each end, shall always exceed	99.99%/Mo	Same As Class 1
<b>16b</b>	Full-time proactive monitoring up-time, with automated initiation of all needed repairs	99.99%/Mo	Same As Class 1
<b>16c</b>	Have telecomm demarc within 6-Feet of POS terminal	100%	Actual construction costs to extend to POS equipment
<b>17</b>	For the following CS categories, service outages shall <u>not</u> exceed	1 per 2 Mo per Ckt	Same As Class 1
<b>17a</b>	I Dedicated voice and data circuits		
<b>17b</b>	II Broadband last-mile services		
<b>17c</b>	III Voice value-added services		
<b>17d</b>	IV Video value-added services		
<b>18</b>	For the following CS categories, service outages shall <u>not</u> exceed	1 per 6 Mo per Ckt	Same As Class 1
<b>18a</b>	I Packet-based & Cell-based services		

<b>18b</b>	II	Internet-related services		
<b>18c</b>	III	Metro Ethernet services		

Notes:

- I Contractor is required to provide 24/7 uptime service performance for those Buyer facilities that are available to the Contractor for necessary physical repairs, etc, such that Contractor can maintain the specified uptimes. Contractor shall provide a minimum of 7:00am thru 7:00pm, Monday thru Friday coverage for Buyer facilities that are not available on a 24/7 basis. All critical and super-critical services shall be 24/7/365 basis.

3.18.6 Quarterly Service-Level Agreement Reporting Criteria

**TABLE 3-8**

<b>Class No.</b>		<b>Measurement Interval (months)</b>	<b>Reporting Requirements to County When Contractor is Non-Compliant with Specific SLA Requirements</b>
	<b>Quarterly Reporting Criteria</b>		
<b>1</b>	<u>Quarterly Management Reporting Items</u>  At each review, the Contractor shall:  I Summarize total Contract CS utilization levels by CS category II Summarize total Contract CS revenues by CS category III Summarize total reinvestment toward improvements by CS category	3	Monthly Report
<b>2</b>	<u>SLA Performance Criteria</u>  At each review, the Contractor shall:  I Report SLA performance indices: a. CS Account Team responsiveness b. CS provisioning interval responsiveness c. CS availability and reliability by CS category d. CS maintenance and repair intervals by CS category e. Performance of critical CS to SLA criteria II Submit Corrective Action Plans for all SLA Deficiencies	3	Same As Above

3.18.7 Annual Service-Level Agreement Reporting Criteria.

**TABLE 3-9**

<b>Class No.</b>	<b>Annual Reporting Criteria</b>	<b>Reporting Interval (months)</b>	<b>Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement</b>
<b>1</b>	<u>Strategic Partnership Performance Criteria</u>	12	Monthly Report
<b>1a</b>	Pursue activities that promote quality of service to the users of CS		
<b>1b</b>	Assess emerging technologies and their applicability to required CS		
<b>1c</b>	Plan and Progress Report for continuing optimization of CS availability/reliability (redundancy, alternative routing, etc.)		
<b>2</b>	<u>Annual CS Forecast</u>	12	Same As Above
<b>2a</b>	County and Contractor shall jointly forecast total Contract revenue (recurring and non-recurring) for the next 12-month period		
<b>3</b>	<u>Annual CS Re-Optimization Study</u>	12	Same As Above
<b>3a</b>	Contractor shall include in its Base-Offer, an <u>Annual CS Reoptimization Study</u> of the CS provided by the Contractor during the time period. This study should indicate the various ways Buyers can reconfigure their CS to optimize both the Contractor’s infrastructure and the Buyer’s benefits. Annual study reports shall be due to County 30days after each anniversary date of this Contract.		
<b>3b</b>	Contractor shall assess the actual revenues and CS deployment levels (and report to County): Adjust CS rates per Contractor’s Pricing and Discount Schedules.		

3.19 Security Requirements.

Various Buyers have specific access and security requirements (e.g., undercover service lines and circuits). The Contractor shall adhere to the Buyer’s access and security policies, subpoena requests, background checks and etc.

3.20 Safety Standards.

All items supplied on this Contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

3.21 Confidentiality of Records.

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others carrying out its functions under the Contract shall be used by or

disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information shall be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

3.22 Tax.

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.23 Delivery.

It shall be the Contractor's responsibility to meet the proposed delivery requirements. The County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

CABLE INSTALLATION AGREEMENT 03/30/2012

Operations Building  
Maricopa County  
2919 W. Durango St.  
Phoenix, AZ 85009

- 1. Cox Communications agrees to provide one standard 150-foot connection and complimentary monthly basic cable service to the address of: 2919 W. Durango St.
- 2. Any installation cost in excess of the 150-foot maximum, The County of Maricopa agrees to pay the following additional costs to install cable (*taxes not included*):

Total Cost to Build Extension	\$6557.78
Standard 150-foot Connection Costs (Paid by Cox Communications)	\$ 400.00
Capital Contribution Required	\$6157.78

- 3. Cox Communications will notify the **County of Maricopa** to re-negotiate the agreement if any installation circumstances occur which may alter the capital contribution cost. (The **County of Maricopa** has the option to cancel the project as a result of capital cost revisions.)
- 4. This agreement is valid for three (3) months effective from the date of this letter. A re-evaluation of costs is required if the agreement is not returned within the three-month time frame.
- 5. Once the signed agreement has been returned, the project is forwarded to Cox's engineering department for design. When the project has been completed, Cox Communications will invoice the **County of Maricopa** for the amount that has been agreed upon; in addition to applicable taxes.

We look forward to working with you. If you have questions or require additional information, please contact Jonathan Babbitt at (623) 328-3247.

ACCEPTED BY THE COUNTY OF MARICOPA:

Wesley L. Baysinger CPO  
 (NAME PRINTED) (TITLE)

Signature [Signature] Date 4/2/12

ACCEPTANCE BY COX COMMUNICATIONS:

Jonathan Babbitt Government Relations & Regulatory Specialist  
 (NAME PRINTED) (TITLE)

Signature [Signature] Date 4-3-12

**COX ARIZONA TELECOM LLC., 1550 W DEER VALLEY ROAD, PHOENIX, AZ 85027**

**PRICING SHEET: NIGP 9157601, 9157701, 91576, 91577**

Terms: NET 30

Vendor Number: ~~W000003620 X~~ **2011000820 0**

Telephone Number: 623/594-0505 **623/328-3986**

Fax Number: 623/322-7500

Contact Person: ~~Rick Miller~~ **Kathleen Dougherty**

E-mail Address: [Rick.Miller2@cox.com](mailto:Rick.Miller2@cox.com) [Kathleen.dougherty@cox.com](mailto:Kathleen.dougherty@cox.com)

Company Web Site: [www.cox.com/phoenix](http://www.cox.com/phoenix)

Certificates of Insurance Required

Contract Period: To cover the period ending **July 31, 2014 2016.**