

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

**DATE OF LAST REVISION: May 04, 2007**

**CONTRACT END DATE: July 31, 2011**

**CONTRACT PERIOD THROUGH JULY 31, 2011**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CARRIER SERVICES (NIGP 91576, 91577)**

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.

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Wes Baysinger, Director  
Materials Management

DL/mm  
Attach

Copy to: Clerk of the Board  
Deborah Overton, Sheriff's  
Tom Crosby, Telecommunications  
Mirheta Muslic, Materials Management



## 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.
- 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 therefrom, 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 \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 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 claims.

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 \$1,000,000 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.

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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

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 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.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

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.

4.2.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

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  
Department of Materials Management  
Attn: Director of Purchasing  
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

With a copy, which is not notice, to:  
Cox Arizona Telcom, LLC  
c/o Cox Communications, Inc.  
1400 Lake Hearn Drive, N.E.  
Atlanta, Georgia 31309  
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:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department, upon reasonable prior written notice to Contractor and during normal business hours, 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 and other documents 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, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

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 INCORPORATION OF DOCUMENTS:

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

4.21.1 Exhibit A, Pricing.

4.21.2 Exhibit B, Scope of Work

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

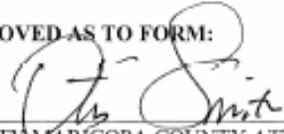
\_\_\_\_\_  
DATE

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: ~~B0603754/S048104~~, NIGP 9157601, 9157701

RESPONDENT NAME: Cox Arizona Telcom, LLC

F.I.D./VENDOR #: W-3620

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

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

RESPONDENT PHONE #: 623-328-3199

RESPONDENT FAX #: 623-322-7500

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

COMPANY CONTACT (REP): Rick Miller

E-MAIL ADDRESS (REP): [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)

**1.0 BASE PRICING**

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

*[No Volume Discounts Included]*

<b>In Region</b>							
<b>SERVICE</b>	<b>3 yr % Disc</b>	<b>5 yr % Disc</b>	<b>NON-RECURRING</b>		<b>RECURRING</b>		
			<b>BRI (2B+D)</b>	<b>PRI (23B+D)</b>	<b>BRI (2B+D)</b>	<b>PRI (23B+D)</b>	
<b>CHANNEL SIZE</b>							
1.1.1 USOC	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>1.1.2 SERVICE PROVISIONING CHARGES (Per circuit):</b>							
1.1.2.1 Basic Rate (2B+D)	n/a	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	
<b>1.1.3 CHANNEL TERMINATION CHARGES:</b>							
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-Swtd, 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	
<b>1.1.4 NETWORK ACCESS CHANNEL CHARGES: <sup>1</sup></b>							
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	
<b>1.1.5 CHANNEL MANAGEMENT CHARGES: <sup>2</sup></b>							
1.1.5.1 Monitoring, Management & Documentation Services	33%	42%	n/a	included	n/a	included	
<b>1.1.6 SPECIAL FEATURES:</b>							
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 Mbps	n/a	n/a	n/a	n/a	n/a	n/a	n/a

1.3.18	Ethernet 100 Mbs	n/a						
1.3.19	Ethernet 1 Gbs	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>1</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

<sup>1</sup>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>1</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

I - International rates posted on Internet:

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

<b>1.10 LONG DISTANCE - DEDICATED INBOUND VOICE SERVICE - PER MONTH</b>							
Minutes	3 yr % Disc	5 yr % Disc	In State Intra Lata	In State inter lata	Nation Wide	Internati onal	
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 - 60000	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	

<b>1.11 LONG DISTANCE - NONDEDICATED INBOUND VOICE SERVICE - PER MONTH</b>							
Minutes	3 yr % Disc	5 yr % Disc	In State Intra Lata	In State inter lata	Nation Wide	Internati onal	
1.16.1 1 - 10,000	25%	25%	\$ 0.052	\$ 0.052	\$ 0.043	ICB	
1.16.2 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 - 60000	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**

<b>Counties (region)</b>		<b>3 yr % Disc</b>	<b>5 yr % Disc</b>	<b>Maximum Travel Time (in hours)</b>	<b>Hourly Rate for Travel Time</b>
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

**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

<u>Person / Title</u>	<u>Telephone Number</u>	<u>Pager Number</u>
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) (Notes 1~2)</b>	<b>Rural Community (City or Town) Maximum Repair Time (Hours) (Notes 1~2)</b>	<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 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 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.

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

PRICING SHEET: ~~B0603754/S048101~~, **NIGP 9157601, 9157701**

Terms: NET 30

Vendor Number: W000003620 X

Telephone Number: 623/594-0505

Fax Number: 623/322-7500

Contact Person: Rick Miller

E-mail Address: [Rick.Miller2@cox.com](mailto:Rick.Miller2@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, 2011.**