



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: January 5, 2016

or Procurement Director Award

Contractor/Vendor Name (DBA): CenturyLink Communications, LLC (Headquarters: Monroe, LA)

Project Title/Description:
Telecommunication Services

Purpose:

Award of Contract: Master Agreement No. MA -PO-16-117. Contract is for an initial term of one year in an annual amount not to exceed \$738,600.00 and includes four (4) one year renewals.

Administering Department: Information Technology Department.

Procurement Method:

Pursuant to Pima County Procurement Code 11.24.010, Cooperative Procurement Authorized, the Procurement Director authorized the use of State of Arizona Contract No. ADSPO15-088468 (reference Solicitation No. ADSPO14-00004241), which was awarded through competitive procedures reasonably similar to those set forth in the Pima County Procurement Code.

Attached Documents: Master Agreement and State of Arizona Contract No. ADSPO15-088468.

Program Goals/Predicted Outcomes:

To insure that the County has the Telecommunication Services in place to support the County's requirements for this service by maintaining 99.999% up time for these services and reducing downtime.

Public Benefit:

To provide Telecommunication Services to all County offices and facilities.

Metrics Available to Measure Performance:

ITD will monitor CenturyLink's compliance to the contract and will monitor telecommunication services up-time to maintain a goal of 99.999%.

Retroactive:

No

Original Information

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 16-117

Effective Date: 01/05/2016 Termination Date: 01/04/2017 Prior Contract Number (Synergen/CMS): _____

Expense Amount: \$ 738,600.00 Revenue Amount: \$ _____

Funding Source(s): Internal Service Fund

Cost to Pima County General Fund: \$0.00

Contract is fully or partially funded with Federal Funds? Yes No Not Applicable to Grant Awards

Were insurance or indemnity clauses modified? Yes No Not Applicable to Grant Awards

Vendor is using a Social Security Number? Yes No Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: _____ Department Code: _____ Contract Number (i.e.,15-123): _____

Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: John Nanosky John 12/22/15 12/22/15

Department: Procurement Mary J. Fry 12/23/15 Telephone: 520-724-8165

Department Director Signature/Date: _____

Deputy County Administrator Signature/Date: Jon Burla 12-23-15

County Administrator Signature/Date: C. Dunkel-Schetter 12/23/15
(Required for Board Agenda/Addendum Items)

Original Information

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Amendment No.: _____ AMS Version No.: _____

Effective Date: _____ New Termination Date: _____

Expense Revenue Increase Decrease Amount This Amendment: \$ _____

Funding Source(s): _____

Cost to Pima County General Fund: _____

Contact: John Nanosky JA 12/22/15 AB 12/22/15

Department: Procurement Mary JA 12/23/15 Telephone: 520-724-8165

Department Director Signature/Date: _____ 12/23/15

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: _____

(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1600000000000000117

MA Version: 1

Page: 1

Description: Telecommunication Services -196228

I S S U E R	Pima County Procurement Department 130 W. Congress St. 3rd Fl Tucson AZ 85701
	Issued By: JOHN NANOSKY
	Phone: 5207248165
	Email: john.nanosky@pima.gov

T E R M S	Initiation Date: 01-05-2016
	Expiration Date: 01-04-2017
	NTE Amount: \$738,600.00
	Used Amount: \$0.00

V E N D O R	CenturyLink Communications LLC	Contact: DAVID S. DAMERON
	PO BOX 29040	Phone: 520-594-9146
	PHOENIX AZ 85038-9040	Email: david.dameron@qwest.com
		Terms: 0.0000 %
		Days: 30

Shipping Method:

Delivery Type: STANDARD GROUND

FOB:

Modification Reason
Award of contract for one year with four (4) one year renewals in an annual amount not to exceed \$738,600.00. Attachment: MA_PO_16_117_BOS AIR_AWARD_010516

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 1600000000000000117

MA Version: 1

Page: 2

Line	Description					
1	Telecommunications- Free Form Line					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$0			
2	1FB Flat Business Line- Analog Private Line services provid					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$16.5			
3	ISDN-PRI - PRS Bulk Rate DS1					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$299			
4	1 Gbps Bandwidth Profile					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$1734			
5	10 MHZ Opticak Ethernet with speed of 10 Mbit/s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$427.72			
6	40 MHZ Opticak Ethernet with speed of 40 Mbit/s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$486.99			
7	100 MHZ Opticak Ethernet with speed of 100 Mbit/s					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$663.48			
8	Long Distance Service - average monthly service charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	MO	\$25000			
9	1FB Flat Business Line- One time installation charge					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$42.5			

1. INTENT:

Using Arizona State Contract ADSP015-088468 with CenturyLink Communications, LLC f/k/a Qwest Communications LLC and pursuant to Cooperative Procurement Authorized by Procurement Code 11.24.010, this document is intended to establish an "As Required" indefinite delivery/indefinite quantity (IDIQ) "Master" agreement contract to provide Pima County ("County") with such quantities of telecommunication services as the County may order from time to time by issue of a Delivery Order (DO) and Carrier Service Order (defined in the State of AZ Carrier Services Contract) pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard Terms and Conditions (STC) this contract is non-exclusive and may be terminated for any reason without penalty or cost to the County. If there is a conflict between the Pima County Standard Terms and Conditions and the Arizona State Contract # ADSP015-088468 Standard Terms and Conditions, the State of Arizona Contract Standard Terms and Conditions shall govern. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement. COUNTY will award an agreement for the purchase of goods as specified herein, and Contractor will receive compensation when goods are delivered as per the terms of the delivery order issued against the agreement.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions Regarding Preparation and Submission of Offer, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

2. CONTRACT TERM EXTENSIONS-RENEWALS & REVISIONS:

The initial term of the contract will be for a one year period and include four (4) one-year renewals that may be exercised as detailed below.

Proposed revisions and/or renewals of the contract shall be made through the issuance by County to Contractor a revised Master Agreement (MA) document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revisions and/or renewal will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:

The Contractor certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement.

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:

The Contractor shall provide Telecommunication Carrier Services and Products included in Arizona State Contract ADSP015-88468 those specifications listed below and in the Unit Price Schedule:

- Metro Optical Ethernet Circuits
- DSS & PRI Voice Trunking
- 1FB
- Digital Data Circuits
- Long Distance

Products Available under the Contract

Products (Telecommunications Equipment) under this Contract shall include specific demarcation network interface devices required for delivering the Services specified herein. For example, a cable modem is considered a demarcation network interface device but a phone, key system, or router is not. Services may necessarily include certain Products in their Unit prices, e.g., network interface equipment and patch cords only as required to deliver Services.

At a minimum, all product and service offerings shall be compliant with applicable standards for the particular purchased product or service as required by the following standards setting bodies: Telcordia, ITU, ANSI, IEEE, IETF, FCC, NIST, CableLabs, Metro Ethernet Forum, and IP MPLS Forum.

Services (Telecommunication Services, Carrier Services) under this Contract shall include all labor, materials, transportation, telecommunication equipment and other activities for, and reasonably incidental to the selling, provisioning, supporting, and maintaining the Service throughout the term of this Contract. It also includes furnishing, installing, interfacing, operating, maintaining, and monitoring the Telecommunication Services as outlined herein. Products may necessarily include certain Services in their Unit prices, e.g., delivery, installation, maintenance and support. Products shall constitute the minority of all purchases against the Contract.

Maintenance and Support Services

1. The Contractor shall maintain services in accordance with State of Arizona contract requirements
2. Contractor must be able to provide repair services 24hrs per day, 7 days per week.
3. Contractor shall provide and maintain a toll-free technical support telephone line, website or other communication mechanisms. The support shall be accessible to all Customers who wish to obtain competent technical assistance regarding the operation of services supplied by the Contractor.
4. If requested by the Customer, the Contractor shall also provide on-site installation and troubleshooting and assistance services. The Contractor shall designate whether these services are provided as a value-added component of any maintenance and support program or as an hourly rate.
5. Contractor must have Service Level Agreement (SLA) which meets or exceeds State of Arizona contract for services. SLA must be provided for review with bid information.
6. Specific types of *Quality of Service (QoS)* guarantees are required to be included as part of the purchase price of offered services associated with each service category. However, at a minimum, the following types of QoS guarantees shall be required by Contractor for every service category with stated SLAs appropriate to the specific product.
 - Percentage of availability,
 - Time to respond reported trouble,
 - Time to repair reported trouble.

Contract amount shall not exceed \$738,600.00 per year.

Desired Network Capabilities:

Scalability: The ability to increase delivery of service in number and/or size within a reasonable timeframe.

Survivability: The ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.

Redundancy: Having one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.

Diversity: Backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing. CenturyLink is responding to this Request for Offer, Solicitation #196228, for Telecommunication Services under awarded State of Arizona Master procurement agreement for Carrier and Broadband Provider Services that became effective on July 1, 2015, Contract # ADSP015-088468 ("State of AZ Carrier Services Contract").

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute contracts by issue of a Master Agreement (MA) (Recurring requirements) to be effective on the document's date of issue without further action by either party. Master Agreement (MA) and Contract documents will document the term of the agreement.

County will order products or services pursuant to an executed Master Agreement by issue of Delivery Order (DO). Order documents will be furnished to Contractor via facsimile, e-mail or telephone. If the order is given verbally, the County

OFFER AGREEMENT

Solicitation #: 196228

Title: Telecommunication Services

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Department that issued the order will transmit a confirming order document to Contractor within five workdays of the date the verbal order is given. Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a COUNTY Delivery Order.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision properly executed and issued by County. Any items provided in excess of that stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the COUNTY Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request. CenturyLink is responding to this Request for Offer, Solicitation #196228 for Telecommunication Services under awarded State of Arizona Master procurement agreement for Carrier and Broadband Provider Services that became effective on July 1, 2015, Contract # ADSPO15-088468 ("State of AZ Carrier Services Contract").

6. ACCEPTANCE OF GOODS AND SERVICES:

The County Department designated on the issued Order will accept goods and services only in accordance with this contract. Such acceptance is required prior to commencement of Payment terms.

7. COMPENSATION & PAYMENT:

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's Order document.

All Invoice documents will reference the County's Delivery Order (DO) and Master Agreement Number (MA) under which the services or products were ordered. ALL Invoice line items will utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of receipt of goods into payment system by the receiving Department and Contractor's Invoice is received and verified by County Financial Operations.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated Delivery Order (DO) to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: 0 % if payment tendered within 0 Days as above.

The Master Agreement (MA) issued to accept Contractor's offer will define the not to exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract for which unit pricing has not been previously defined.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed* ("*F.O.B. Destination*"), delivered to and unloaded at the destination(s) defined by the delivery article of this contract or accepted Order for services or products and all freight costs must be included in the offered Unit Price.

Although State and City sales tax may not be fully or accurately defined on an order, they will be paid when they are **DIRECTLY** applicable to Pima County and invoiced as a separate line item. Such taxes should not be included in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to COUNTY that includes supporting documents justifying requested increases at least ninety (90) days prior to the desired implementation date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. COUNTY will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of COUNTY to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

Quantities referred to are estimated quantities. COUNTY reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. COUNTY is not responsible for Contractor inventory or order commitment.

Unit prices offered must include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation, which includes the *Instructions to Bidders, Standard Terms and Conditions and Offer Agreement*. No payments will be made for items not included in the contract.

Contractor will provide detailed documentation in support of payment requests which will document, be consistent with and not exceed COUNTY's order. Contractor will bill COUNTY within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date goods are delivered, services are performed, or costs are incurred. Invoices must assign each amount billed to an appropriate line item of COUNTY's order and document each Payment Accrual Date. COUNTY may refuse to pay any amount billed in an untimely manner or which is not conforming to COUNTY's order. County will refuse to pay any amount billed more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICE SCHEDULE

ITEM #	ITEM Description/Specification	EST. Annual Usage Qty	UOM	TOTAL OF UNIT PRICES	EXTENDED Annual AMOUNT \$
1	Telecommunication Services including but not limited to: <ul style="list-style-type: none"> • Metro Optical Ethernet Circuits • DSS & PRI Voice Trunking • 1FB • Digital Data Circuits • Long Distance 	12	Month	\$61,550.00	\$ 738,600.00
	FOB Destination; Total of All Costs Included in Unit Price				\$ 738,600.00

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Supplier guarantees delivery of product or service in less than one calendar day after issue date of order unless both parties agree upon a different timeframe in writing when the delivery order is received. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

9. TAXES, FEES, EXPENSES:

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

10. OTHER DOCUMENTS

Contractor and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 196228 including the State of AZ Carrier Services Contract, Request For Offer, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, and Suppliers Bid Offer, documents submitted by Contractor or References to satisfy Contractor Minimum Qualifications and on other information and documents submitted by the Contractor in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

11. INSURANCE:

Contractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Contractor shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

(THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY)

OFFER AGREEMENT

Solicitation #: 196228

Title: Telecommunication Services

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12. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: CenturyLink Communications, LLC

BUSINESS ALSO KNOWN AS: _____

MAILING ADDRESS: 333 E. Wetmore Rd; 3rd Floor

CITY/STATE/ZIP: Tucson, AZ 85705

REMIT TO ADDRESS: _____

CITY/STATE/ZIP: _____

CONTACT PERSON NAME/TITLE: David S. Dameron, Lead Global Relationship Manager

PHONE: 520-838-3028 FAX: 520-292-7187

CONTACT PERSON EMAIL ADDRESS: DAVID.Dameron@centurylink.com

EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:

David.Dameron@centurylink.com

CORPORATE HEADQUARTERS LOCATION:

ADDRESS: 100 CenturyLink Dr.

CITY, STATE, ZIP: Monroe, LA 71203

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Contractor" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes specifications, defined or referenced by the solicitation, which includes State of AZ Carrier Services Contract, Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

SIGNATURE: [Signature]

DATE: 12/10/15

David S Dameron on behalf of JACOB DANFLEIZ LEAD GLOBAL Relationship Manager
PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER

PHONE AND E-MAIL: 520-838-3028 / david.dameron@centurylink.com

County Attorney Contract Approval "As to Form"

Approved as to form

[Signature]
Deputy County Attorney

11/23/15
Date

TOBIN ROSEN

OFFER AGREEMENT

Solicitation #: 196228

Title: Telecommunication Services

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PIMA COUNTY STANDARD TERMS AND CONDITIONS (03/18/15)

1. OPENING: Not Applicable

Responses will be publicly opened and each respondent's name, and if a Bid the amount, will be read on the date and at the location defined in the *Invitation for Bid (IFB)* or *Request For Proposals (RFP)*. Proposals shall be opened so as to avoid disclosure of the contents of any proposal to competing offerors during the process of negotiation. All interested parties are invited to attend.

2. EVALUATION: Not Applicable

Responses shall be evaluated to determine which are most advantageous to Pima County (COUNTY) considering evaluation criteria, conformity to the specifications and other factors.

If an award is made, COUNTY will enter into an agreement with the one or multiple respondent(s) that submitted the lowest responsive bid(s) that were determined responsible for supplying the required goods or services. Unless otherwise specified on the Bid/Offer document determination of the low/lowest bids will be made considering the total bid amount.

COUNTY, at its sole discretion, reserves the following rights: 1) to waive informalities in the bid or bid procedure; 2) to reject the response of any persons or corporations that have previously defaulted on any contract with COUNTY or who have engaged in conduct that constitutes a cause for debarment or suspension as set forth in COUNTY Code section 11.32; 3) to reject any and all responses; 4) to re-advertise for bids previously rejected; 5) to otherwise provide for the purchase of such equipment, supplies materials and services as may be required herein; 6) to award on the basis of price and other factors, including but not limited to such factors as delivery time, quality, uniformity of product, suitability for the intended task, and bidder's ability to supply; 7) to increase or decrease the item quantity or eliminate any item of this solicitation prior to the award. Pricing evaluations will be based on pre-tax pricing offered by Contractor.

3. AWARD NOTICE: Not Applicable

A *Notice of Recommendation for Award* for IFB or RFP will be posted on the Procurement website and available for review by interested parties. A tabulation of responses will be maintained at the Procurement Department.

4. AWARD:

Awards will be made by either the Procurement Director or the Board of Supervisors in accordance with the Pima County Procurement Code. COUNTY reserves the right to reject any or all offers, bids or proposals or to waive irregularities and informalities if it is deemed in the best interest of COUNTY. Unless expressly agreed otherwise, resulting contracts are not exclusive, are for the sole convenience of COUNTY, and COUNTY reserves the right to obtain like goods or services from other sources.

5. WAIVER:

Each offeror, by submission of an offer, bid or proposal waives any and all claims for damages against COUNTY or its officers or employees when COUNTY exercises any of its reserved rights.

6. ACKNOWLEDGEMENT AND ACCEPTANCE:

If Contractor's terms of sale are inconsistent with the terms of the resultant contract, the terms herein shall govern, unless COUNTY accepts Contractor's terms in writing. No oral agreement or understanding shall in any way modify this contract or the terms and conditions herein. Contractor's acceptance, delivery or performance called for herein shall constitute unqualified acceptance of the terms and conditions of the resultant contract.

7. INTERPRETATION and APPLICABLE LAW:

The contract will be interpreted, construed and given effect in all respects according to the laws of the State of Arizona. If any of Contractors' terms or conditions is not in agreement with County's terms and conditions as set forth herein, COUNTY's shall govern. This contract incorporates the complete agreement of the parties with respect to the subject matter of this contract. No oral agreement or other understanding will in any way modify the terms and conditions of this contract.

8. WARRANTY:

Contractor warrants goods or services to be satisfactory and free from defects.

9. QUANTITY:

Contractor will not exceed or reduce the quantity of goods ordered without written permission from COUNTY in the form of a properly executed Master Agreement (MA), Purchase Order (PO) Delivery Order (DO) or Delivery Order Maximo or amendment as required by COUNTY Procurement Code. All quantities are estimates and COUNTY provides no guarantee regarding actual usage.

10. PACKING:

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

11. DELIVERY:

On-time delivery of goods and services is an essential part of the consideration to be received by COUNTY.

A guaranteed delivery date, or interval period from order release date to delivery, must be given if requested by the Price offer document. Upon receipt of notification of delivery delay, COUNTY at its sole option and at no cost to COUNTY may cancel the order or extend delivery times. Such extension of delivery times will not be valid unless extended in writing by an authorized representative of COUNTY.

To mitigate or prevent damages caused by delayed delivery, COUNTY may require Contractor to deliver additional quantity utilizing express modes of transport, and or overtime, all costs to be Contractor's responsibility. COUNTY reserves the right to cancel any delinquent order, procure from alternate source, or refuse receipt of or return delayed deliveries, at no cost to COUNTY. COUNTY reserves the right to cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor will not be held responsible for unforeseen delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides COUNTY immediate notice of delay.

12. SPECIFICATION CHANGES:

COUNTY has the right to make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, an acceptable adjustment will be made and the order modified in writing. Any agreement for adjustment must be made in writing.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

13. INSPECTION:

All goods and services are subject to inspection and testing at place of manufacture, destination or both by COUNTY. Goods failing to meet specifications of the order or contract will be held at Contractor's risk and may be returned to Contractor with costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses to be the responsibility of Contractor. In lieu of return of nonconforming supplies, COUNTY, at its sole discretion and without prejudice to COUNTY's rights, may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but waiver of any condition will not be considered a waiver of that condition for subsequent shipments or deliveries.

14. SHIPPING TERMS:

Unless stated otherwise by the contract, delivery terms are to be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination") and are to be included in the Unit Price offered by Contractor and accepted by COUNTY.

15. PAYMENT TERMS:

Payment terms are net thirty (30) days, unless otherwise specified by the contract.

16. ACCEPTANCE OF MATERIALS AND SERVICES:

COUNTY will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that all specification requirements have been met.

17. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

In the event any item furnished by Contractor in the performance of the contract should fail to conform to the specifications thereof, or to the sample submitted by Contractor, COUNTY may reject same, and it thereupon becomes the duty of Contractor to reclaim and remove the same, without expense to COUNTY, and immediately replace all such rejected items with others conforming to the specifications or samples. Should Contractor fail, neglect, or refuse immediately to do so, COUNTY has the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any monies due or that may become due to Contractor the difference between the price named in the Master Agreement or Purchase Order and actual cost to COUNTY.

In the event Contractor fails to make prompt delivery as specified of any item, the same conditions as to the rights COUNTY to purchase in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. In the event of cancellation of the Master Agreement, Purchase Order or associated orders, either in whole or in part, by reason of the default or breach by

Contractor, Contractor will bear and pay for any loss or damage sustained by COUNTY in procuring any items which the Contractor agreed to supply. The rights and remedies of COUNTY provided above are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

18. FRAUD AND COLLUSION:

Each Contractor, by submission of a bid, certifies that no officer or employee of COUNTY or of any subdivision thereof: 1) has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor; 2) has favored one Contractor over another by giving or withholding information or by willfully misleading the bidder in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 3) will knowingly accept materials or supplies of a quality inferior to those called for by any contract; 4) has any direct or indirect financial interest in the offer or resulting contract. Additionally, during the conduct of business with COUNTY, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If at any time it shall be found that Contractor has in presenting any offer(s) colluded with any other party or parties for the purpose of preventing any other offer being made, then any contract so awarded shall be terminated and that person or entity shall be liable for all damages sustained by COUNTY.

19. COOPERATIVE USE OF RESULTING CONTRACT:

As allowed by law, COUNTY has entered into cooperative procurement agreements that enable other Public Agencies to utilize procurement agreements developed by COUNTY. Contractor may be contacted by participating agencies and requested to provide services and products pursuant to the pricing, terms and conditions defined by the COUNTY Master Agreement, or Purchase Order. Minor adjustments are allowed subject to agreement by both Contractor and Requesting Party to accommodate additional cost or other factors not present in the COUNTY's agreement and required to satisfy particular Public Agency code or functional requirements and are within the intended scope of the solicitation and resulting contract. Any such usage shall be in accordance with State, COUNTY and other Public Agency procurement rules, regulations and requirements and shall be transacted between the requesting party and Contractor. Contractor shall hold harmless COUNTY, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with such use. A list of agencies that are authorized to use COUNTY contracts can be viewed at the Procurement Department Internet home page: <http://www.pima.gov/procure> by selecting the link titled *Authorized Use of COUNTY Contracts*.

20. PATENT INDEMNITY:

Contractor will indemnify, defend and hold COUNTY, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Master Agreement, Purchase Order, and associated orders. Contractor may be required to furnish a bond or other indemnification to COUNTY against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

21. INDEMNIFICATION:

Contractor will indemnify, defend, and hold harmless COUNTY, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the Master Agreement, Purchase Order or associated orders. Contractor warrants that all products and services provided under this contract are non-infringing. Contractor will indemnify, defend and hold COUNTY harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

22. UNFAIR COMPETITION AND OTHER LAWS:

Responses must be in accordance with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable COUNTY, State, and Federal laws and regulations.

23. COMPLIANCE WITH LAWS:

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services provided under this contract require a license issued by the Arizona Registrar of Contractors (ROC), Contractor certifies that those services will be provided by a contractor licensed by ROC to perform those services in Arizona. The laws and regulations of the State of Arizona govern the rights, performance and disputes of and between the parties. Any action relating to this Contract must be brought in a court of the State of Arizona in Pima County.

OFFER AGREEMENT

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Any changes in the governing laws, rules, and regulations during an agreement apply, but do not require an amendment or revisions.

24. ASSIGNMENT:

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of COUNTY. COUNTY may withhold approval at its sole discretion, provided that COUNTY will not unreasonably withhold such approval.

25. CONFLICT OF INTEREST:

This contract is subject to the provisions of A.R.S. § 38-511, the pertinent provisions of which are incorporated into and made part of all COUNTY Master Agreements or Purchase Orders as if set forth in full therein.

26. NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, CONTRACTOR must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

27. NON-APPROPRIATION OF FUNDS:

COUNTY may cancel this contract pursuant to A.R.S. § 11-251(42) if for any reason the COUNTY Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, COUNTY has no further obligation, other than payment for services or goods that COUNTY has already received.

28. PUBLIC INFORMATION:

Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all information submitted in response to this solicitation, including, but not limited to, pricing, product specifications, work plans, and any supporting data becomes public information and upon request, is subject to release or review by the general public including competitors.

Any records submitted in response to this solicitation that Contractor reasonably believes constitute proprietary, trade secret or otherwise confidential information must be appropriately and prominently marked as CONFIDENTIAL by Contractor prior to the close of the solicitation.

Notwithstanding the above provisions, in the event records marked CONFIDENTIAL are requested for public release pursuant to A.R.S. § 39-121 et seq., COUNTY will release records marked CONFIDENTIAL ten (10) business days after the date of notice to Contractor of the request for release, unless Contractor has, within the ten (10) day period, secured a protective order, injunctive relief or other appropriate order from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release is not counted in the time calculation. Contractor will be notified of any request for such release on the same day of the request for public release or as soon thereafter as practicable.

COUNTY will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records marked CONFIDENTIAL, nor is COUNTY in any way financially responsible for any costs associated with securing such an order.

29. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT:

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to COUNTY are included in the agreed upon Unit Price unless specifically stated otherwise in the contract. Such tools and documentation are the property of COUNTY and will be marked, as is practical, as the "Property of Pima County" and if requested by COUNTY a copy of the tooling and documentation will be delivered to COUNTY within twenty (20) days of acceptance by COUNTY of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to COUNTY. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by COUNTY at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and COUNTY, but Contractor may not withhold any requested tooling, document or support as defined above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in

OFFER AGREEMENT

Solicitation #: 196228

Title: Telecommunication Services

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additional costs to COUNTY, Contractor will reimburse COUNTY for said actual and incremental costs provided that COUNTY had given Contractor reasonable time to respond to COUNTY's requests for support.

30. AMERICANS WITH DISABILITIES ACT:

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

31. NON-EXCLUSIVE:

Contracts resulting from this solicitation are non-exclusive and are for the sole convenience of COUNTY, which reserves the right to obtain like goods and services from other sources for any reason.

32. PROTESTS:

An interested party may file a protest regarding any aspect of a solicitation, evaluation, or recommendation for award. Protests must be filed in accordance with the Pima County Procurement Code, Section 11.20.010.

33. TERMINATION:

COUNTY reserves the right to terminate any Master Agreement, Purchase Order, Delivery Order, Delivery Order Maximo or award, in whole or in part, at any time, without penalty or recourse, when in the best interests of COUNTY. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination and take appropriate actions to minimize further costs to COUNTY. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of and must be promptly delivered to COUNTY. Contractor is entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures defined by A.A.C. R2-7-701 apply.

34. ORDER OF PRECEDENCE-CONFLICTING DOCUMENTS:

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: Master Agreement, Delivery Order or Delivery Order Maximo, Purchase Order, offer agreement or contract attached to a Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo; these standard terms and conditions; any other solicitation documents.

35. INDEPENDENT CONTRACTOR:

The status of Contractor is that of an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of COUNTY and are not entitled to receive any employment-related fringe benefits under the COUNTY Merit System. Contractor is responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of Contractor's failure to pay such taxes. Contractor is solely responsible for its program development and operation.

36. BOOKS AND RECORDS:

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of COUNTY. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

37. COUNTERPARTS:

The Master Agreement or Purchase Order awarded pursuant to this solicitation may be executed in any number of counterparts and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the Master Agreement and Purchase Order, the signed offer of Contractor and the signed acceptance of COUNTY are each considered an original and together constitute a binding Master Agreement, if all other requirements for execution have been met.

38. AUTHORITY TO CONTRACT:

Contractor warrants its right and power to enter into the Master Agreement or Purchase Order. If any court or administrative agency determines that COUNTY does not have authority to enter into the Master Agreement or Purchase Order, COUNTY is not liable to Contractor or any third party by reason of such determination or by reason of the Master Agreement or Purchase order.

39. FULL AND COMPLETE PERFORMANCE:

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the Master Agreement, Purchase Order, Delivery Order or Delivery Order Maximo to be performed on the

part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

40. SUBCONTRACTORS:

CONTRACTOR is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts CONTRACTOR may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract creates any obligation on the part of COUNTY to pay or see to the payment of any money due any subcontractor, except as may be required by law.

41. SEVERABILITY:

Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE:

CONTRACTOR hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to CONTRACTOR's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). CONTRACTOR will further ensure that each subcontractor who performs any work for CONTRACTOR under this contract likewise complies with the State and Federal Immigration Laws.

COUNTY has the right at any time to inspect the books and records of CONTRACTOR and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of CONTRACTOR's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting CONTRACTOR to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, CONTRACTOR will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

CONTRACTOR will advise each subcontractor of COUNTY's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"SUBCONTRACTOR hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to SUBCONTRACTOR's employees, and with the requirements of A.R.S. § 23-214 (A). SUBCONTRACTOR further agrees that COUNTY may inspect the SUBCONTRACTOR's books and records to insure that SUBCONTRACTOR is in compliance with these requirements. Any breach of this paragraph by SUBCONTRACTOR is a material breach of this contract subjecting SUBCONTRACTOR to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article is the responsibility of CONTRACTOR. In the event that remedial action under this Article results in delay to one or more tasks on the critical path of CONTRACTOR's approved construction or critical milestones schedule, such period of delay will be excusable delay for which CONTRACTOR is entitled to an extension of time, but not costs.

43. CONTROL OF DATA PROVIDED BY COUNTY:

For those projects and contracts where COUNTY has provided data to enable the Contractor to provide contracted services or products, unless otherwise specified and agreed to in writing by COUNTY, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by COUNTY during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to COUNTY or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

CENTURYLINK HAS READ THE PIMA COUNTY STANDARD TERMS AND CONDITIONS AND IS RESPONDING UNDER THE STATE OF AZ CARRIER SERVICES CONTRACT.

END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS

CENTURYLINK LEGAL NOTICE:

CenturyLink thanks Pima County (the "County") for the opportunity to respond to this Request for Offer, Solicitation #196228 for Telecommunication Services and is responding under awarded State of Arizona Master procurement agreement for Carrier and Broadband Provider Services that became effective on July 1, 2015, Contract # ADSPO15-088468 ("State of AZ Carrier Services Contract").

CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") provides interstate services according to Qwest's Rate and Service Schedule or intrastate services according to the applicable CenturyLink Tariff, service offering, CenturyLink ISS or other similar document in the subject state. CenturyLink also provides unregulated, internet-based services such as VOIP, iQ. Networking™, Private Routed Network, Managed Firewall and Security - Virtual Private Networking (MFW-VPN), and Hosting Services.

Qwest Corporation ("QC") d/b/a CenturyLink QC ("CenturyLink") provides intrastate, intraLATA services and services for the carriage of interstate traffic according to the applicable CenturyLink QC Tariff, price guide, price list, catalog, CenturyLink QC RSS or other similar document.

CenturyLink is confident that we will be able to meet your needs under the State of AZ Carrier Services Contract.

The CenturyLink mark, pathways logo and certain CenturyLink product names are the property of CenturyLink. All other marks are the property of their respective owners.

End of CenturyLink Legal Notice



EXHIBIT A: PRICING (PARTIAL LISTING)

Contract No.: ADSP015-088468 Pramata No.: 874449 OMR No.: 80712

Service Product Description	USOC	Monthly Unit Price	Non Recurring Charge	Arizona Service I.D. No. AZCN-XXXX
FLAT BUSINESS LINES				
Flat Rate Line - 1FB (No Features)	1FB	\$16.50	\$42.50	
Additional Line -AFK (No Features)	AFK	\$16.50	\$42.50	
Choice Business: (1 to 3 optional Features)	PGOQL	\$16.50	\$42.50	
Price includes up to 3 optional features From package (4)				
ISDN PRI				
PRS Bulk Rate DS1	ZPGY5	\$299.00	\$0.00	
METRO OPTICAL ETHERNET (MOE)				
Bandwith Profiles				
available on 10/100 Ports:				
1 Mbps Bandwidth Profile	BP715	\$102.17	\$0.00	AZCN-00519
3 Mbps Bandwidth Profile	BP4Y5	\$195.42	\$0.00	AZCN-00523
5 Mbps Bandwidth Profile	BP4A5	\$241.36	\$0.00	AZCN-00527
7 Mbps Bandwidth Profile	BP4Z5	\$307.18	\$0.00	AZCN-00531
10 Mbps Bandwidth Profile	BP4B5	\$394.94	\$0.00	AZCN-00537
20 Mbps Bandwidth Profile	BP4C5	\$427.72	\$0.00	AZCN-00541
30 Mbps Bandwidth Profile	BP4D5	\$457.36	\$0.00	AZCN-00543
40 Mbps Bandwidth Profile	BP4E5	\$486.99	\$0.00	AZCN-00545
50 Mbps Bandwidth Profile	BP4F5	\$516.63	\$0.00	AZCN-00547
60 Mbps Bandwidth Profile	BP4G5	\$546.27	\$0.00	AZCN-00549
70 Mbps Bandwidth Profile	BP4H5	\$575.90	\$0.00	AZCN-00551
80 Mbps Bandwidth Profile	BP4J5	\$605.54	\$0.00	AZCN-00553
90 Mbps Bandwidth Profile	BP4K5	\$635.17	\$0.00	AZCN-00555
100 Mbps Bandwidth Profile	BP4L5	\$663.48	\$0.00	AZCN-00557
200 Mbps Bandwidth Profile	BP4M5	\$835.60	\$0.00	AZCN-00561
300 Mbps Bandwidth Profile	BP4N5	\$940.53	\$0.00	AZCN-00563
400 Mbps Bandwidth Profile	BP4O5	\$1,042.01	\$0.00	AZCN-00565
500 Mbps Bandwidth Profile	BP4P5	\$1,099.00	\$0.00	AZCN-00567
600 Mbps Bandwidth Profile	BP4Q5	\$1,254.00	\$0.00	AZCN-00569
700 Mbps Bandwidth Profile	BP4R5	\$1,389.00	\$0.00	AZCN-00571
800 Mbps Bandwidth Profile	BP4S5	\$1,518.00	\$0.00	AZCN-00573
900 Mbps Bandwidth Profile	BP4T5	\$1,640.00	\$0.00	AZCN-00575
1 Gbps Bandwidth Profile	BP4U5	\$1,734.00	\$0.00	AZCN-00577
Quality of Service (QoS)				
Per 3 Mbps of Priority 1 Traffic, per EVC	MEO35	\$20.00	\$0.00	AZCN-00699.2
Per 5 Mbps of Priority 1 Traffic, per EVC	MEO15	\$35.00	\$0.00	AZCN-00699.3
NRC to change QoS Template (does not apply to initial order to install QoS)	NHCE9	\$0.00	\$175.00	
LONG DISTANCE				
Domestic Long Distance InterState	AZ15 RATES			
Switched-Switched	AZ15 RATES	\$0.0250		
Domestic Long Distance- Intrastate Interstate Arizona (Intra-state Inter-Lata)	AZ15 RATES			
Switched-Switched	AZ15 RATES	\$0.0250		
Domestic Long Distance - Intrastate Arizona (Intra-Lata)	AZ15 RATES			
Switched-Switched	AZ15 RATES	\$0.0250		
Domestic Long Distance - Directory Assistance	AZ15 RATES	\$1.7500		

* Base Rate - Does not include Franchise Fee, Taxes + Surcharges, etc.



Contract No.: ADSP015-08846B Pramata No.: 874449 QMR No.: 80712

ALL CENTURYLINK COUNTIES

Service Product Description	USOC	Monthly Unit Price	Non Recurring Charge	Arizona Service I.D. No. AZCN-XXXX
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INTRASTATE METRO ETHERNET (QC MOE)

Port Rates				
10/100 Mbps	PO4S5	\$0.00	\$600.00	Note 1
10/100 Mbps EwET Port	PO4S5	\$0.00	\$600.00	Note 1
1000 Mbps	PO4U5	\$0.00	\$1,200.00	Note 1
1000 Mbps Central Office Connection Port	PO4U5	\$0.00	\$1,200.00	Note 1
10 Gbps	PO4A5	\$0.00	ICB	Note 1

Bandwidth Profiles available on 10/100 Ports:				
1 Mbps Bandwidth Profile	BP715	\$102.17	\$0.00	AZCN-00519
3 Mbps Bandwidth Profile	BP4Y5	\$195.42	\$0.00	AZCN-00523
5 Mbps Bandwidth Profile	BP4A5	\$241.36	\$0.00	AZCN-00527
7 Mbps Bandwidth Profile	BP4Z5	\$307.18	\$0.00	AZCN-00531
10 Mbps Bandwidth Profile	BP4B5	\$394.94	\$0.00	AZCN-00537
20 Mbps Bandwidth Profile	BP4C5	\$427.72	\$0.00	AZCN-00541
30 Mbps Bandwidth Profile	BP4D5	\$457.36	\$0.00	AZCN-00543
40 Mbps Bandwidth Profile	BP4E5	\$486.99	\$0.00	AZCN-00545
50 Mbps Bandwidth Profile	BP4F5	\$516.63	\$0.00	AZCN-00547
60 Mbps Bandwidth Profile	BP4G5	\$546.27	\$0.00	AZCN-00549
70 Mbps Bandwidth Profile	BP4H5	\$575.90	\$0.00	AZCN-00551
80 Mbps Bandwidth Profile	BP4J5	\$605.54	\$0.00	AZCN-00553
90 Mbps Bandwidth Profile	BP4K5	\$635.17	\$0.00	AZCN-00555
100 Mbps Bandwidth Profile	BP4L5	\$663.48	\$0.00	AZCN-00557

Bandwidth Profiles available on 1000 Ports:				
10 Mbps Bandwidth Profile	BP4B5	\$394.94	\$0.00	AZCN-00537
20 Mbps Bandwidth Profile	BP4C5	\$427.72	\$0.00	AZCN-00541
30 Mbps Bandwidth Profile	BP4D5	\$457.36	\$0.00	AZCN-00543
40 Mbps Bandwidth Profile	BP4E5	\$486.99	\$0.00	AZCN-00545
50 Mbps Bandwidth Profile	BP4F5	\$516.63	\$0.00	AZCN-00547
60 Mbps Bandwidth Profile	BP4G5	\$546.27	\$0.00	AZCN-00549
70 Mbps Bandwidth Profile	BP4H5	\$575.90	\$0.00	AZCN-00551
80 Mbps Bandwidth Profile	BP4J5	\$605.54	\$0.00	AZCN-00553
90 Mbps Bandwidth Profile	BP4K5	\$635.17	\$0.00	AZCN-00555
100 Mbps Bandwidth Profile	BP4L5	\$663.48	\$0.00	AZCN-00559
200 Mbps Bandwidth Profile	BP4M5	\$835.60	\$0.00	AZCN-00561
300 Mbps Bandwidth Profile	BP4N5	\$940.53	\$0.00	AZCN-00563
400 Mbps Bandwidth Profile	BP4O5	\$1,042.01	\$0.00	AZCN-00565
500 Mbps Bandwidth Profile	BP4P5	\$1,099.00	\$0.00	AZCN-00567
600 Mbps Bandwidth Profile	BP4Q5	\$1,254.00	\$0.00	AZCN-00569
700 Mbps Bandwidth Profile	BP4R5	\$1,389.00	\$0.00	AZCN-00571
800 Mbps Bandwidth Profile	BP4S5	\$1,518.00	\$0.00	AZCN-00573
900 Mbps Bandwidth Profile	BP4T5	\$1,640.00	\$0.00	AZCN-00575
1 Gbps Bandwidth Profile	BP4U5	\$1,734.00	\$0.00	AZCN-00577

Bandwidth Profiles available on 10000 Ports:				
1 Gbps Bandwidth Profile	BP4U5	\$1,734.00	\$0.00	AZCN-00579
2 Gbps Bandwidth Profile	BP7A5	\$2,294.00	\$0.00	AZCN-00581
3 Gbps Bandwidth Profile	BP7B5	\$2,940.00	\$0.00	AZCN-00583
4 Gbps Bandwidth Profile	BP7C5	\$3,587.00	\$0.00	AZCN-00585
5 Gbps Bandwidth Profile	BP7D5	\$4,233.00	\$0.00	AZCN-00587
6 Gbps Bandwidth Profile	BP7E5	\$4,800.00	\$0.00	AZCN-00589
7 Gbps Bandwidth Profile	BP7F5	\$5,000.00	\$0.00	AZCN-00591
8 Gbps Bandwidth Profile	BP7G5	\$5,200.00	\$0.00	AZCN-00593
9 Gbps Bandwidth Profile	BP7H5	\$5,600.00	\$0.00	AZCN-00595
10 Gbps Bandwidth Profile	BP7J5	\$5,800.00	\$0.00	AZCN-00597

Quality of Service (QoS)				
Per 3 Mbps of Priority 1 Traffic, per EVC	MEO35	\$20.00	\$0.00	AZCN-00699.2
Per 5 Mbps of Priority 1 Traffic, per EVC	MEO15	\$35.00	\$0.00	AZCN-00699.3
NRC to change QoS Template (does not apply to initial order to install QoS)	NHCE9	\$0.00	\$175.00	
NOTES				
1. NRC Waived with 12-month minimum service				
2. Service may be subject to network disclosure and availability in some areas - see Account Team for additional information				
3. Centurylink Metro Optical footprint includes any location served by a disclosed central office				
4. Installation and/or special construction charges may apply				
5. Additional equipment may be required				
6. A Company provided D53 Channel Termination and Transport Channel Mileage (for distance between a MOE Central Office Switch and Company Non-MOE Central Office) at rate set forth in INTRA D53 will be assessed				
7. 3 Mbps of Priority 1 is only available for 3 Mbps, 5 Mbps and 7 Mbps Bandwidth Profiles				
8. Customers who orders EwET inside of Centurylink Territory will be assessed an MRC for the equipment at their premise that Centurylink uses to provide the service. If the customer is ordering EwET going to an ICO (Independent Telco) location, the customer interface charge is billed by the ICO and NOT Centurylink				
9. Customers who order MOE services within C.O. have the option to connect their MOE service to an existing SST, SHNS, Geomax, OWS or Collocation equipment. When the connection is made to Collocation equipment, the optical ITP USOC/charge should be applied and can be found in the ITP method. When the connection is made to a SST, SHNS, OWS or Geomax system, the COCCX USOC should be used. The COCCX is always M-M and is never contracted.				
10. 12-month Minimum Service Period				

State of Arizona

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP015-088468

The effective date of the Contract is 7-1-15

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 6th day of February 20 15



Procurement Officer



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1. PURPOSE

The State desires to establish a Contract or Contract Set for Carrier and Broadband Provider Services as described herein. The State acknowledges that the telecommunication and broadband industries and its suppliers are changing rapidly and as such desires to allow flexibility to accommodate open-standards-based products and new technologies.

2. BACKGROUND

The State currently holds nine (9) contracts for Telecommunication Carrier Services. Within these contracts a customer is able to obtain carrier services through a limited technology base. It is the intent of the State to widen the technologies and related services that are available for purchase by all eligible State customers from both traditional telecommunication carriers as well as broadband service providers to better serve the State of Arizona as a whole.

This contract will be utilized by two specific customer bases:

Primary Customers: Defined as all State Agencies, Boards and Commissions. These customers are *required* to be compliant with AZNet standards. The executive branch of the State has outsourced the management of its telecommunications infrastructure from a fragmented agency-centric model to a new enterprise network. Under this structure the State government has consolidated the purchasing power of all Executive Branch Agencies. At the direction of the State, AZNet has aggregated executive branch purchasing across the State.

Other Customers: Defined as customers who have membership in the State Purchasing Cooperative (specifically, all Arizona political subdivisions including, counties, cities, school districts and special districts.) Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations or any other consortium of entities eligible to purchase under this contract.

3. OBJECTIVES

3.1 The objectives of this Solicitation are:

- 3.1.1 Standardized Carrier Services Descriptions: To provide Carriers more detailed and standardized communication service product descriptions, purchasable within this contract. The intention is to make Provider offerings more directly comparable with regard to functionality and specification as well as price.
- 3.1.2 Encourage Broader Participation: Encourage multiple Carriers and Broadband Providers to become contracted on a county-by-county basis so as to create robust and vital markets for multiple services throughout the State.
- 3.1.3 Harmonize with eRate: Allow contracts for eRate eligible purchasing. Align terms and product offerings in accordance with USAC's terms and approved products.
- 3.1.4 Strategic Infrastructure Investments: Encourage strategic investment by Carriers and Broadband Providers in building and expanding new high capacity (broadband) strategic infrastructure in Arizona counties and communities that currently have limited infrastructure capacity.

4. PRODUCT CATEGORIES

4.1 The following product categories are not exhaustive and are expected to evolve with emerging technologies and standards.

4.2 Standards and Quality of Service Guarantees.

4.2.1 *Current Standards and Standards Bodies:* At a minimum, all product and service offerings listed below and within the Product Categories of Attachment II shall be compliant with applicable standards for the particular



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purchased product or service as required by the following standards setting bodies: Telcordia, ITU, ANSI, IEEE, IETF, FCC, NIST, CableLabs, Metro Ethernet Forum, and IP MPLS Forum.

4.2.2 *Quality of Service (QoS) Guarantees*: Specific types of QoS guarantees that are required to be included as part of the purchase price of offered services as described in the 'Product Description' section of Attachment II, associated with each service category. These guarantees are further specified as appropriate on a product-by-product basis in Attachment II. However, at a minimum, the following types of QoS guarantees shall be required by Bidder for every service category with stated Service Level Agreements (SLAs) appropriate to the specific product.

- Percentage of availability,
- Time to respond reported trouble,
- Time to repair reported trouble.

4.3 Desired Network Capabilities:

4.3.1 *Scalability*: The ability to increase delivery of service in number and/or size within a reasonable timeframe.

4.3.2 *Survivability*: The ability to continue to operate or quickly restore services in the face of unanticipated incidents, disasters, or catastrophes.

4.3.3 *Redundancy*: Having one or more circuits/systems available to sustain the operation of the service in case of failure of the main circuits/systems.

4.3.4 *Diversity*: Backbone network paths and infrastructure offered in such a way as to minimize the chance of a single point of failure.

4.4 CATEGORY 1: Dedicated Private Circuits and Networks (Leased Lines/Circuits, VPNs) requiring standards compliance.

4.4.1 Including but not limited to the following types of service:

4.4.1.1 Copper or Coaxial Analog Circuits:

- 4.4.1.1.1 Two Wire (POTS telephone line for voice or fax use)
- 4.4.1.1.2 Four wire (POTS telephone line for voice or fax use)
- 4.4.1.1.3 T1 (Channel bank termination up to 24 POTS lines)
- 4.4.1.1.4 T3 (Channel bank termination up to 72 POTS lines)

4.4.1.2 Digital TDM Circuits (Copper, Coax, Microwave, and HFC Transport)

- 4.4.1.2.1 DS0
- 4.4.1.2.2 DS1 (Data Transport or PBX Trunks, [CAS, or ISDN-PRI])
- 4.4.1.2.3 ISDN (BRI, PRI)
- 4.4.1.2.4 DS3 (Data Transport)

4.4.1.3 SONET Circuits (Optical Fiber, and/or Microwave Transport, and Fiber Terminal termination);

- 4.4.1.3.1 OC1
- 4.4.1.3.2 OC3
- 4.4.1.3.3 OC12
- 4.4.1.3.4 OC 24
- 4.4.1.3.5 OC 48
- 4.4.1.3.6 OC 192
- 4.4.1.3.7 OC 768

4.4.1.4 Virtual Private Circuits and Networks: may be transported over the following types of physical media: Copper pairs, Coax, Fiber, DWDM, Hybrid-Fiber/Coax (HFC), or Microwave and terminated



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at the customer demarcation with the following types of access methods: 10/100/1000 Ethernet, Cable Modem, DSL Modem or Fiber Terminal.

- 4.4.1.4.1 Ethernet Virtual Connections (EVCs): Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point.
 - 4.4.1.4.1.1 Ethernet Private Line (EPL)
 - 4.4.1.4.1.2 Ethernet Virtual Private Line (EVPL)
 - 4.4.1.4.1.3 Ethernet Virtual LAN (E-LAN)
 - 4.4.1.4.1.4 Converged VoIP Services (Replicating Landline Voice Services over Metro Ethernet virtual networks and circuits and interoperable with the PSTN)
 - 4.4.1.4.1.5 Stand Alone VoIP Services over Metro Ethernet virtual circuits and E-LANs
 - 4.4.1.4.1.6 SIP Trunking over Metro Ethernet Virtual Circuits and E-LANs
- 4.4.1.4.2 MPLS-IP Virtual Network Services: Point-to-point, Hub and Spoke Service, Point to multi-point, Multi-point to Multi-point (Any-to-Any).
 - 4.4.1.4.2.1 MPLS Virtual Private Line Service (point-to-point)
 - 4.4.1.4.2.2 MPLS Virtual LAN service (multi-point to multi-point)
 - 4.4.1.4.2.3 Converged VoIP Services (Replicating Landline Voice Services over MPLS networks and services and interoperable with the PSTN)
 - 4.4.1.4.2.4 Stand Alone VoIP Services over MPLS virtual circuits and LANs
 - 4.4.1.4.2.5 SIP Trunking over MPLS Virtual Circuits and E-LANs

4.5 **CATEGORY 2:** Voice Grade Services; Business phone "lines" shall be flexible, affordable and reliable. Carriers and Providers shall also provide options for call features. Phone "lines" can be provided as landline or VoIP services.

4.5.1 Basic telephone services: For Providers offering voice services, basic voice services shall include at a minimum: a "line" (Physical or Voice-over-Internet-Protocol (VoIP)) with an assigned telephone number and unlimited local calling with options for the following requested call features. Some of the features listed below, in section 4.5.3, must be enabled by the Provider; others may be enabled/disabled by the customer using Touch Tone commands, (Carrier provisioned or customer controlled). Local calling is defined as calls originating and terminating within a LATA or equivalent geographic boundary.

4.5.2 Number portability: Number portability shall be supported by telephone service Providers; allowing assigned numbers to be imported from other providers at the time of service activation and exported to other providers at the time of service termination using industry standard practices.

4.5.3 Basic telephone service optional features:

- 4.5.3.1 Call Back or equivalent;
- 4.5.3.2 Call Blocking or Selective Call Blocking;
- 4.5.3.3 Call Forwarding (Busy; No Answer; Selective; To Multiple Lines, etc)
- 4.5.3.4 Call Trace;
- 4.5.3.5 Call Transfer;
- 4.5.3.6 Call Waiting;
- 4.5.3.7 Caller ID Name and Number;
- 4.5.3.8 Distinctive Ringing Restricted Call Forwarding or equivalent;
- 4.5.3.9 Feature Blocking;
- 4.5.3.10 Line Hunting;
- 4.5.3.11 Long Distance Blocking;
- 4.5.3.12 Remote Access to Call Forwarding;
- 4.5.3.13 Teleconferencing
- 4.5.3.14 Three Way Calling;
- 4.5.3.15 Voice Mail; and
- 4.5.3.16 Other features that may not be listed above, or as emerge with technology.



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4.5.4 Providers should also make available the following voice services:

- 4.5.4.1 Customer specified Default Long Distance provider;
- 4.5.4.2 Direct Inward Dialing Services (DID);
- 4.5.4.3 Domestic Long Distance and Global Long Distance access;
- 4.5.4.4 Foreign Exchange (FX) Services;
- 4.5.4.5 PBX ALI (Private Branch Exchange Automatic Location Identification); This is specific to a multiline telephone system (MLTS);
- 4.5.4.6 Teleconferencing Bridge Services (Audio Conferencing); and
- 4.5.4.7 Toll Free Services.

4.6 **CATEGORY 3: WiFi Services.** WiFi Access Services are eligible for purchase when the WiFi Access Points terminating the service at the customer premises are bundled with the Carrier or Broadband Provider's network access service for a private line or other network service. For such WiFi services the WiFi Access Points (and any required traffic aggregating routers located at the customer premises) shall be considered to be on the providers side of the provider's demark. The Provider of WiFi Access Service shall be responsible for all configuration and management of any equipment bundled with the service and necessary for its operation.

Primary Customers who may purchase WiFi Access Services shall require the Provider to support a user log-in splash screen capability and to comply with all other State Security Policies in the implementation of the service. The State of Arizona has adopted National Institute Standards and Technology (NIST) standards for security. The State of Arizona Security Policies will be available after contract award. Additionally, WiFi Access Services shall not be configured to connect directly to the State network. It is recommended that Other Customers who may order this service require the Provider to follow the same security guidelines as AZNet.

Please note: Specifically *not* eligible under *this* contract is the purchase, installation, or operation of any WiFi equipment by the customer.

4.6.1 WiFi Access Services:

- 4.6.1.1 Single 802.11a/g/n Access Point with 6 to 30 Mbps access connection;
- 4.6.1.2 Single 802.11a/g/n/ac Access Point with 10 to 500 Mbps access connection;
- 4.6.1.3 Multiple 802.11a/g/n Access Points routed to a single access connection supporting up to 30 Mbps per Access Point;
- 4.6.1.4 Multiple 802.11a/g/n/ac Access Points routed to a single access connection supporting up to 500 Mbps per Access Point; and
- 4.6.1.5 Other services that may not be listed above, or as emerge with technology.

4.7 **CATEGORY 4: Internet Access Services.** These services may be bundled with transport or access services or provided separately for transport over private circuits and networks, or over Provider operated networks. Internet Access Services may also be bundled with Provider managed router services.

4.7.1 Feature functionality:

- 4.7.1.1 Symmetric
- 4.7.1.2 Asymmetric
- 4.7.1.3 Border Gateway Protocol (BGP)
- 4.7.1.4 Open Shortest Path First (OPSPF)
- 4.7.1.5 DNS Services
- 4.7.1.6 Carrier DHCP Addressing
- 4.7.1.7 Static IP Address
- 4.7.1.8 Private IP Address
- 4.7.1.9 Other features that may not be listed above, or as emerge with technology.

4.7.2 Providers may also make available the following Internet Security Services which may be bundled with Internet Access services or sold separately:



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- 4.7.2.1 Next Generation Firewall Services;
- 4.7.2.2 Distributed Denial of Service Prevention (DDoS);
- 4.7.2.3 Data Loss Prevention (DLP);
- 4.7.2.4 Web Proxy Filtering;
- 4.7.2.5 Content Filtering;
- 4.7.2.6 Other Security Services that may not be listed above, or as emerge with technology.

4.8 CATEGORY 5: Fiber Services.

Fiber Services can be provided as:

- 4.8.1 Leased dedicated conduits or micro-duets within conduits (through which a customer can install and operate their own fiber and provide their electronics);
- 4.8.2 Leased "Dark" Dedicated Fiber Cable (point-to-point or ring configuration, Fiber Optic Distribution Unit (FODU) demarcation, customer provides electronics);
- 4.8.3 Leased "Dark" Fiber Strand Pairs on shared fiber cable (point-to-point or ring configuration, FODU demarcation, customer provides electronics);
- 4.8.4 Leased Dense Wavelength Division Multiplexing (DWDM) wavelength(s) on shared fiber pairs (point-to-point or ring configuration, Optical FODU Demarcation, Customers provides electronics); and

4.9 Excluded Products and Services: The following products and services shall be excluded from a resultant Contract:

- 4.9.1 Building Wiring System (BWS, cabling and connection devices beyond the telecommunications demarcation);
- 4.9.2 Mobile radio related products;
- 4.9.3 Wireless Mobility Services (specifically, cell phone carrier services)
- 4.9.4 Hardware and software for build-out of Buyer's campus networks (CPE); and
- 4.9.5 9-1-1 Services;
- 4.9.6 Integration Services; and
- 4.9.7 All other products and services not specified herein.

5. EXPANDING GEOGRAPHIC AVAILABILITY FOR TARIFFED AND NON-TARIFFED CARRIER TELECOMMUNICATION SERVICES

5.1 Geographic availability of ILEC and CLEC telecommunication services may change for an ILEC or CLEC during the life of a resultant contract. As such, under a resultant Contract is limited to the areas included herein. Based on technological advances and/or expanded capabilities and infrastructure, the Contractor may add supplemental Geographic Areas to the Contract as new ILEC or CLEC service territories and/or service capabilities become available. The addition of new Geographic Areas under the Contract shall be the State's discretion.

6. BROADBAND EXPANSION PROVISION

The state seeks to encourage the building and expansion of new broadband infrastructure by encouraging Providers to work aggressively and strategically with communities and anchor institutions in those communities in underserved areas of the State to coordinate the aggregation of demand and the coordinated purchase of new and expanded high capacity broadband services especially in underserved rural communities and counties in the state.

6.1 To encourage provider investment in, and implementation of such new infrastructure, the State will consider the following within a resultant contract:

6.1.1 Special Terms: When services are purchased in connection with new infrastructure expansion by Carriers and/or Broadband Providers, Special Terms and Conditions can be considered for approval, as follows:



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- 6.1.1.1 Longer-Term Contracts. After the initial 5 years base the contract can be extended for one (1) three (3) year term. At the expiration of that three (3) year term, the contract can be extended a final time for two (2) additional years, making the max life of a resultant contract 10 years.
- 6.1.1.2 Longer-Term Service Contracts. If a Carrier or Provider wishes to seek special terms for a Longer-Term Service Contract (greater than five (5) years) with a customer, to justify investment in new infrastructure expansion, they shall submit a business case to the State Procurement Office for review and possible acceptance.
- 6.1.1.3 Early-Termination Terms. If a Carrier or Provider wishes to seek special terms for early-termination, a business case shall be submitted to the State Procurement Office for review and possible acceptance.
- 6.1.2 Non-Recurring Costs (NRC). NRC of new infrastructure construction can be amortized over the term of a service order by the allowance for an increase monthly recurring costs (MRC) for provided services beyond the awarded price for service(s) that may utilize such new infrastructure. This amortization can be for all or a portion of the term of those specific contracted services provided that the total cost shall not increase beyond the sum of the regular bid price and the quoted NRC.
- 6.1.2.1 The State considers that providing broadband capacity, requiring new infrastructure construction, to a community shall be defined as having at least one Provider Point of Presence within a Census Designated Place or a geographic Cluster of Census Designated Places having 4,000 or more households, connected with fiber-optic or microwave back-haul transport capacity equal to or greater than 1 Mbps per household to a Point of Presence in a metropolitan area. If a Census Designated Place with a population less than 4,000 households is to be considered as served with broadband capacity the minimum connection capacity between at least one Point of Presence in the community and a Point of Presence in metropolitan areas shall be 1 Gbps. Exhibit A lists all the recommended Backhaul Bandwidth for Census Designated Places and logical Clusters of Places.
- 6.1.3 Consortia / Group Buying. Eligible 'Other Customers', as defined in Section 2, Background, are allowed to create new consortia with or without the participation of Primary Customers, also defined in Section 2, Background, to increase their buying power for services and to enhance the likelihood of new infrastructure investments being made by Carriers and Broadband Providers.
- 6.1.3.1 Billing of Consortium Projects. If Carriers or Broadband Providers accept an order from a consortium that has more than one customer (example: a school district, a city, a county, a fire district, and a non-profit) the Carrier or Broadband Provider must agree to bill every member of the consortium separately for each of their agreed portion of the cost.
- 6.2 To be considered for an award within the broadband expansion provision of a resultant contract the Offeror shall follow the specific instructions on how to respond to this section stated with Attachment I, Offeror Questionnaire.
- 6.3 Pricing. If a Carrier or Broadband Provider can provide a services within a County only after committing to the construction of new Infrastructure in that County that would enable the delivery of said services the Carrier or Broadband Provider may request the negotiation of special terms and conditions for services that would utilize the new infrastructure in that County to justify their investment. In these cases the State acknowledges that pricing shall be negotiated.
- 6.4 Additional Expansion Proposals. If an infrastructure expansion opportunity arises in an area that was not originally identified to the State through the initial RFP process, the Contractor may submit a proposal to the State for review to be considered for the additional terms listed in 6.1.1.

7. SERVICE LEVEL GUARANTEES

7.1 Service Level Agreements (SLAs)



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7.1.1 SLAs are required when establishing service for applicable products.

7.1.2 The customer shall negotiate SLAs directly with the carriers and providers when establishing requested service.

7.1.2.1 Once negotiated, the SLA shall be submitted the State Procurement Office for review and approval against the Terms and Conditions of a resultant contract.

7.1.3 Costs associated with more stringent guarantees then outlined below in section 7.2 may be added to a quote as a service premium.

7.1.3.1 The fixed rate MRC shall not be changed to reflect the premium associated with the SLAs rather it should be it's own monthly line item.

7.1.4 Carriers and Providers are required to monitor and report to customers monthly for agreed to Service Level Agreements performance and nonperformance.

7.2 Minimum Guarantees:

7.2.1 Restore and Response defined:

7.2.1.1 Restore – Means a 'full service restoration'.

7.2.1.2 Response – Means having a physical presence onsite.

7.2.2 Metro Areas defined:

7.2.2.1 Phoenix Metro, 50 mile radius of the Capital Mall circle

7.2.2.2 Tucson Metro, 50 mile radius of the University of Arizona

7.2.2.3 Yuma Metro, 25 mile radius of the Yuma County Court House

7.2.2.4 Flagstaff Metro, 25 mile radius of Coconino County Court House

7.2.2.5 Prescott Metro, 25 mile radius of Yavapai County Court House

7.2.3 Restore and Response times:

7.2.3.1 Metro Areas:

7.2.3.1.1 Specific sites to be provided after contract award.

7.2.3.1.1.1 Full restoration shall be completed within two (2) hours.

7.2.3.2 Rural Areas:

7.2.3.2.1 Specific sites to be provided after contract award.

7.2.3.2.1.1 Full restoration shall be completed within four (4) hours.

7.2.3.3 If full restoration cannot be achieved within the above stated time frames, the customer shall be notified immediately upon discovery of such event that hinders restoration.



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7.2.3.3.1 Every hour that service has not been restored the carrier or provider shall be responsible for updating the customer of status on the restoration project.

7.2.4 Restore and Response penalties:

7.2.4.1 If Full Service Restoration is not completed the Contractor shall be liable for 1/720 of the MRC for each hour after the allowable response time has been exhausted. This will be seen in the form of a credit against the billed amount at the end of the month.

An "Outage" is an interruption in Service or use of the Equipment caused by a failure of the Contractor's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside of the Contractor's direct control.

7.2.4.2 If full restoration has not been completed within double the allowed time the customer will have the right to terminate services with that Carrier with no penalty.

7.2.4.2.1 Customer, at its discretion, can allow an exception to this within their negotiated SLA, based on agreed to terms by both parties, for allowances such as, but not limited to, force majeure.

7.2.5 Restore and Response tracking:

7.2.5.1 The two (2) or four (4) hour window shall start when the customer (AZNet, for the primary customer) calls the carrier directly and opens a repair ticket.

7.2.5.2 Once the service has been fully restored, the carrier shall call the customer and notify of completion.

7.2.5.3 Once notified the customer shall confirm that service has been fully restored before the carrier closes the open repair ticket. Once this confirmation has been completed the window for restoration shall be closed and calculated for any applicable penalties.

7.2.5.3.1 If the carrier or provider closes the repair ticket before confirmation has been provided by the customer and is required to open a new ticket, the restoration and response time shall not be restarted, rather merged with the original outage notification.

8. PROCESS FOR ESTABLISHING SERVICES:

8.1 Establishing Service for State Agencies, Boards and Commissions exclusively, please reference Exhibit B for the State of Arizona WAN Strategy Diagram:

8.1.1 Quote Process. The most current version of 10.5 AZNet II – RFI Carrier Order Process Guide can be found at <https://aset.az.gov/aznet-ii-arizona-network>.

8.1.1.1 Customer is required to open a Request for Information (RFI) ticket for requested Carrier products and services.

8.1.1.1.1 Within this request the Customer shall provide the 'AZ Service ID' found within Attachment II, Pricing Structure.

8.1.1.2 All Contractors awarded in geographical location are notified of an opportunity to provide a quote for requested products and services based on contract category.

8.1.1.3 Site Assessments:



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8.1.1.3.1 Contractor will be notified at the time they are given the opportunity to quote that a site assessment is requested.

8.1.1.3.2 Site assessments shall be provided at no charge.

8.1.1.3.3 Contractor is able to waive the opportunity to walk the premises and still provide a quote, however, the quote shall not be revised if the Contractor waived their right to walk the site.

8.1.1.4 Providing the Quote:

8.1.1.4.1 Quote shall be in compliance with the Quote form provided by ASET-EIC.

8.1.1.4.2 NRC's quotes shall be firm fixed, ranges shall not be accepted.

8.1.1.4.3 MRC quotes shall be firm fixed.

8.1.1.4.4 Contractor(s) are required to submit the resulting quote to ASET_EIC_Carrier@azdoa.gov by the requested due date and time of the original RFI.

8.1.1.4.5 Late quotes shall not be accepted.

8.1.1.5 ASET-EIC compiles received quotes and sends them to the requesting customer for evaluation.

8.1.2 Ordering Process. The most current version of 10.6 AZNet II – MAC Project Carrier Order Process Guide can be found at <https://aset.az.gov/aznet-ii-arizona-network>.

8.1.2.1 Customer reviews quote(s) provided to them by ASET-EIC.

8.1.2.1.1 Decision shall be based on the results of the RFI.

8.1.2.2 Customer opens a new move, add, change (MAC) ticket.

8.1.2.3 AZNet sends the order to the Selected Carrier.

8.1.2.4 Carrier sends e-mail confirmation to AZNet within 24 hours of receipt of the order.

8.1.2.5 Depending on the product ordered the Carrier sends and e-mail to AZNet with applicable supporting information as follows:

8.1.2.5.1 Circuit Number;

8.1.2.5.2 Carrier Order Number; and

8.1.2.5.3 Due Date.

8.1.2.6 AZNet provides the supporting information to the AZNet Engineers and requesting Customer.

8.1.2.7 Carrier confirms that the product has been installed.

8.1.2.8 AZNet verifies with the AZNet Engineer and Customer that product was installed in compliance with the agreed upon project specifications.

8.2 Establishing Service for 'Other Customers':



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As Eligible 'Other Customers' these customers are not required to follow the State of Arizona ASET requirements, nor are their networks and infrastructures managed by the State ASET department. As such, the customers may require the Contractor to assist in Order preparation by providing necessary product and services descriptions, operating parameters, and interface information. Contractor shall provide this assistance at no additional cost to the Customer.

8.2.1 Quote Process. Customers may request quotes for the specific products and/or services available under the Contract, through the issuance of a Contract Quote or Purchase Quote (Quote Request) to the Contractor. Quote Requests shall cite the Contract number and shall be limited to those products and/or services available under the Contract only.

Extra-contractual Products and Services Prohibited. Any attempt to use a Quote Request and/or any response thereto, to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

8.2.1.1 Quote Request Form. Quote shall include, at a minimum, the following information:

- 8.2.1.1.1 Date the quote was requested;
- 8.2.1.1.2 Quote Number;
- 8.2.1.1.3 E-Rate SPIN number, if requested;
- 8.2.1.1.4 Customer information, to the individual department, division or office as applicable;
- 8.2.1.1.5 Customer contact person;
- 8.2.1.1.6 Term of the Service, including Service start date, expiration date – if applicable, and installation date – if applicable;
- 8.2.1.1.7 Total cost to the Customer; and
- 8.2.1.1.8 A list or description specifying the quantity, type and special options and/or provisions of the Service to be provided.

8.2.2 Ordering Process.

8.2.2.1 Purchase Order Issued. Purchase Orders shall be in accordance with the requirements set forth herein.

8.2.2.2 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Customer, in writing or electronically, within two (2) days of Order receipt. Customers may accept verbal Order acknowledgment when time and circumstances require.

8.2.2.3 Order Acceptance. Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Customer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted and not specifically rejected by the Contractor within the five (5) days shall be considered accepted. Customers may accept verbal order acceptance when time and circumstances require. Order acceptance shall include the reservation of all elements necessary to deploy the ordered and accepted products and services.

8.2.2.4 Order Notification. Contractor shall, prior to the Order start date, notify Customer, in written or electronically, information pertaining to the installation of the Order's products and services.

8.2.2.5 Order Implementation. Contractor shall be responsible for and shall minimize the impact of any transition between the Customer's incumbent service providers and the Contractor. Contractor shall inform the Customer of all Customer responsibilities throughout service implementation. In general, Order implementation shall not exceed ninety (90) days but shorter or longer timeframes may be negotiated between the Customer and the Contractor on a case by case basis. Contractor shall be responsible for all billing variations incurred during an unsuccessful service implementation. For



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example, new rates are not applied correctly or telephone numbers are not recognized in database, etc.

8.3 Additional Provisions regarding Service Establishment for both Primary and Other customers:

8.3.1 Major Service Implementations:

8.3.1.1 Inspection of all Major Services Implementations. A Major Services Implementation is defined as any Customers with ten (10) or more locations and / or ten (10) or more PVC's. Customer may appoint an Inspector(s) from time to time to serve as Customer's representative during, installation, testing, cutover, operation and maintenance of the Services (and its billing) and shall advise Contractor of same. Such inspection may extend to any part of the installation or operation of the Services. 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. 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 Services. If the Services, 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. After all Service installation and testing activities are completed, and upon delivery of all required Service and testing documentation, Final Services Acceptance (FCA) shall be executed.

8.3.1.2 Acceptance Testing of all Major Services Implementation. Upon notification of completion of Contractor testing, Customer shall commence its Acceptance Testing Period of 30 calendar days for compliance with Services 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, Customer identifies Service Affecting deficiencies, it shall be at Customer's option if another 30-day Acceptance Testing Period is required after Contractor satisfactorily corrects such deficiencies. Customer's standard of performance shall be met when the Services 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. If Customer identifies Service Affecting deficiencies, during the Performance Period, Customer shall promptly notify Contractor in writing of such deficiencies. Contractor shall correct these deficiencies in a timely and satisfactory manner and shall notify Customer in writing when deficiencies are corrected. Customer shall make every effort to assist Contractor in the resolution of all deficiencies but the responsibility ultimately resides with Contractor. Promptly upon successful completion of the Performance Period, Customer may notify Contractor in writing that the Performance Period is now complete. Contractor's receipt of Customer's letter shall prompt the execution of the Final Services Acceptance Document. If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date, Customer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing of an extension of the Performance Period deadline. Customer's option to terminate the CSO shall remain in effect until such time as successful completion of the service performance requirements is attained.

8.3.2 Order Modifications and Cancellations:

8.3.2.1 Modifications or Cancellations prior to Order Acceptance:

Customer may, at any time prior to Order acceptance, modify or cancel the Order, in whole, or in part. Customer shall have no liability for making such modifications or cancellations.

8.3.2.2 Modifications or Cancellations after Order Acceptance:



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Customer may modify or cancel an Order after Order acceptance. Contractors may modify Orders as authorized by the Customer. Modifications or cancellations shall be executed in writing or electronically. Any unauthorized modification or cancellation by Contractor shall constitute a material breach of the Contract and, at the Customer's option, cause the Order to be void. Customer liability for modifications or cancellation made after Order acceptance shall be limited to the full cost of all non-recoverable expenses, including any special construction charges, caused by the modification, not to exceed the non-recurring costs for products and services in the Order. Customers may cancel an Order due to Contractor's failure to perform in accordance with the Order notification, and/or the service level agreements contained in the Contract. Cancellation for Contractor default shall limit Customer liability to the reoccurring and non-reoccurring costs already accepted and in use by Customer.

9. CONTRACT MANAGEMENT:

9.1 Performance Management. Contractor shall cooperate with the Procurement Officer in the administration of the Contract, to review performance indicators, to identify performance issues before, or promptly after, a problem occurs, and to address and resolve performance problems in a timely and responsible manner.

9.1.1 Annual and Semi-annual Meetings. Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the State's ASET-EIC department, to review Contractor performance against the terms, conditions and requirements of the Contract.

9.1.2 Issue and Problem Resolution. When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.

9.1.3 Responsibility Documentation. Contractor's past performance is a standard determinant of Offeror Responsibility in the award of Arizona State Contracts. Contractor performance, as documented in the Contract File, may positively or negatively effect future proposals submitted in response to solicitations conducted by the State of Arizona, its agencies, boards or commissions, as well as members of the State Purchasing Cooperative.

9.2 Broadband Expansion Management.

9.2.1 Annual and Semi-annual Meetings. Contractor shall, at least once annually and more frequently as required by the State, meet with the Procurement Officer and/or members of delegated representatives of the State's ASET-Broadband department, to review Contractor performance against the terms, conditions and requirements of the Contract. Reviewing progress on plans of expansion originally submitted.

9.2.2 Service Maps. Contractors shall provide maps of their current and planned broadband infrastructure in KMZ or an equivalent digital format for counties in which they intend to offer services under this contract, such maps need to include physical layer fiber routes, including long haul, middle mile and last mile segments; points-of-presence, interconnection/peering points, central offices, and data centers; other access points such as: manholes, splice points, etc. Direct information with regard to served customers need not be included. These maps are to be updated on a semi-annual basis and submitted to the State Procurement Office.

9.2.3 Issue and Problem Resolution. When an issue or problem requires notice and mitigation steps by the parties, the State and Contractor shall follow the same Dispute Resolution process as set forth herein. Depending on the severity of the issue or problem, the State may at its discretion, bypass the Dispute Resolution process herein and precede directly to the Remedies provisions of the Contract.

10. E-RATE COMPLIANCE



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In order to provide the services listed within an awarded contract to E-Rate eligible entities a Carrier or Provider shall obtain a Service Provider Identification Number (SPIN) from the Universal Service Administrative Company as part of their response to this solicitation. Failure to do so will result in a Carrier or Provider being excluded from bidding services to said eligible entities.

If a provider chooses not to obtain a SPIN they will not be disqualified from consideration for this reason alone.

10.1 The originating FCC Form 470 number for this RFP is **426480001240887**.

As required by federal law, providers of eligible services must comply with the Lowest Corresponding Price (LCP) rule:

a. 47 CFR § 54.500(f)

Lowest corresponding price is the lowest price that a service provider charges to non-residential customers who are similarly situated to a particular school, library, or library consortium for similar services. ("Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers with any of its E-rate services.)

b. 47 CFR § 54.511(b)

Providers of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the lowest corresponding price for supported services, unless the Federal Communications Commission, with respect to interstate services or the state commission with respect to intrastate services, finds that the lowest corresponding price is not compensatory.

The Billed Entity Applicant Reimbursement (BEAR) FCC Form 472 is filed by the applicant and approved by the service provider after the applicant has paid for services in full. The Service Provider Invoice (SPI) FCC Form 474 is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. *Note: Applicants can choose their method of invoicing; service providers cannot force applicants to use a particular method.*

11. PRICING STRUCTURE

Providers shall only charge the pricing found within 'Attachment II, Pricing Structure', which shall be firm fixed pricing.

Providers are required to provide pricing as lowest corresponding price, which is defined as the lowest price that a service provider charges to non-residential customers, such as, schools, libraries, consortiums, and businesses who are similarly situated customers for similar services. "Similarly situated" means the "geographic service area" in which a service provider is seeking to serve customers.

11.1 Category 1, Dedicated Private Circuits and Networks:

11.1.1 Pricing Structure: Prices for Private (physical and virtual) circuit and network services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:

- 11.1.1.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;
- 11.1.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;
- 11.1.1.3 Monthly lease for Demarcation equipment if not provided by customer unless the description in Attachment II for a particular Type Of Service requires that any equipment associated with the service be bundled with the service and the cost to be included in the Monthly Recurring Cost (MRC);
- 11.1.1.4 Monthly Recurring Costs (MRC) for service at specified data rates with any required bundled equipment cost; and
- 11.1.1.5 MRC for any specific service level commitments not described in the product bid lists.



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11.2 Category 2, Voice Grade Services:

11.2.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;

11.2.1.1 Monthly Recurring Charge (MRC) for Voice Package:

11.2.1.1.1 Base voice service includes a local "line" with assigned local number and unlimited local calling.

11.2.1.1.2 Call feature packages including call features as selected by the Customer:

11.2.1.1.2.1 Base voice service with 1 include Call Feature;

11.2.1.1.2.2 Base voice service with bundled package of up to 5 Call Features;

11.2.1.1.2.3 Base voice service with bundled package of up to 10 Call Features;
and

11.2.1.1.2.4 Base voice service with bundled package of 11 or more Call Features.

11.2.1.2 Long Distance Services:

11.2.1.2.1 Domestic: U.S. Long Distance rates shall be quotes as ICB on the following billing alternatives:

11.2.1.2.1.1 Flat Rate; and

11.2.1.2.1.2 Usage Based by 1/10th minute increments starting with called party answer.

11.2.1.2.2 Global: International Long Distance rates shall be quoted as ICB based on a country list provided by the Customer. Billing shall be based on the following alternatives:

11.2.1.2.2.1 Flat Rate by called country.; and

11.2.1.2.2.2 Usage Based by country called per 1/10th minute increments starting with called party answer.

11.2.1.3 'Extension' NRC for extending the provider's transport medium to an off-net location.

11.3 Category 3, WiFi Access Services:

11.3.1 Pricing for WiFi Access Services shall be based on, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service specified in the bid list. The following are examples of allowed pricing elements:

11.3.1.1 Non-Recurring Costs (NRC) for installing and activating the service per access point installed at a specific location;

11.3.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;

11.3.1.3 Monthly Recurring Costs (MRC) for transport service at specified data rates (including bundled Access Point(s) and any managed routers); and

11.3.1.4 MRC for any specific service level commitments not described in the product bid lists.

11.4 Category 4, Internet Access Services:

11.4.1 Pricing for Internet Access Services shall be based on the service access medium and capacity, the provisioned bandwidth for the access connection, and the guaranteed QoS parameters of the service. The following are examples of allowed pricing elements:

11.4.1.1 Non-Recurring Costs (NRC) for installing and activating the service at a specific location;

11.4.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;



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- 11.4.1.3 Monthly cost for Demarcation equipment (such as cable modem, DSL modem, fiber termination panel, etc.) if not bundled with the service and included with the MRC, or if not provided by customer; and
- 11.4.1.4 Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels.

11.5 Category 5, Fiber services:

11.5.1 Pricing for Fiber Services shall be based on the capacity, distance of the circuit, and Guaranteed Availability and Service Restoration commitments, as well as any bundled electronics on the Provider side of the demarcation. Examples of allowable charges are:

- 11.5.1.1 Non-Recurring Costs (NRC) for installing and activating the service at specific locations;
- 11.5.1.2 'Extension' NRC for extending the provider's transport medium to an off-net location;
- 11.5.1.3 Monthly lease for Demarcation equipment (such as fiber termination panel, FODUs etc.) if not bundled with the service and included with the MRC, or if not provided by customer; and
- 11.5.1.4 Monthly Recurring Costs (MRC) for guarantee service at specified data rates and QoS/CoS levels.

11.6 E-Rate Eligible Entities:

11.6.1 Specific only to E-Rate Eligible Entities, a Contractor may be required to quote the bundled rate pricing proposed within Attachment II, Pricing Structure, as a 'de-bundled' set of services separating Internet Access and transport services from managed router(s) and WiFi router service. If required to 'de-bundle' the pricing, the quoted price shall not exceed the pricing of the bundled rate proposed within Attachment II, pricing structure for the WiFi Access Service in question.



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1. TERM OF CONTRACT

The contract shall begin on July 1, 2015 and shall continue for a term of five (5) years, unless terminated in accordance to the terms of this contract.

2. CONTRACT TYPE (AS NEEDED)

The contract shall be on an as needed, if needed basis at Firm Fixed Price rates.

3. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

4. ELIGIBLE AGENCIES (Statewide)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

5. ESTIMATED QUANTITIES (CONSIDERABLE)

The State anticipates considerable activity resulting from contract(s) that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

6. ADMINISTRATIVE FEE / USAGE REPORTS

6.1 Method Method of Assessment. At the completion of each quarter, the Contractor reviews all sales under their contract in preparation for submission of their Usage Report. The Contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative>. At its option, the State may expand or narrow the applicability of this fee.

For this contract only, the State of Arizona will not assess the 1% administrative fee to Contractors for E-Rate eligible purchases. E-Rate eligible purchases can be made by eligible recipients per 47 CFR §54.501. To determine if a customer is an eligible recipient the Contractor shall refer to the following web address: <http://usac.org/sl/applicants/beforeyoubegin/definitions.aspx>

The Contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- o Total sales receipts from State agencies, boards and commissions;
- o Total sales receipts from members of the State Purchasing Cooperative; and
- o Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

6.2 Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the Contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State



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Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

6.2.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

FY Q1, July through September	Due October 31
FY Q2, October through December	Due January 31
FY Q3, January through March	Due by April 30
FY Q4, April through June	Due by July 31

6.2.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov

6.2.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:

Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007

6.3 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.

6.4 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

7. LICENSES

The Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.

8. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval, by way of bilateral contract amendment, of the State Procurement Office. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. The Subcontractor's most current certificate of insurance shall be provided at this time as well. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

Wholesale/Inter-carrier Agreements shall not be considered as subcontractor relationships that need to be disclosed or approved by the State Procurement Office.

9. PERFORMANCE BOND

The Contractor shall be required to furnish an irrevocable security in the amount of \$1,000,000 payable to the State of Arizona, binding the Contractor to provide faithful performance of the contract. This shall be provided on an annual basis at the time of contract's annual anniversary.



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Performance security shall be in the form of a performance bond, certified check or cashier's check. This security must be in the possession of the State Procurement Office within ten (10) calendar days from contract start date as defined in the Special Terms and Conditions Section 1. If the Contractor fails to execute the security document, as required, the Contractor may be found in default and contract terminated by the State. In case of default, the state reserves all rights to recover as provided by law.

10. NEW EQUIPMENT

All equipment, materials, parts and other components incorporated in the work or an item covered by this Contract shall be new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this Contract shall be performed in a skilled and workmanlike manner.

11. EMERGING TECHNOLOGIES

The telecommunication and broadband industries are changing rapidly and the types of services, technology, methods of deployment, and providers of product and services will likely change during the term of this Contract. The State seeks to ensure that Contracts can meet the shifting needs caused by these changes. If new services within the existing categories are identified the State at its option can add those new services within Attachment II via a bilateral contract amendment.

12. BROADBAND EXPANSION PROVISION

Contractors who are awarded the opportunity to provide new infrastructure expansion are eligible to receive consideration for the following additional terms:

12.1 Longer-Term Contracts. After the initial 5 years base the contract can be extended for one (1) three (3) year term. At the expiration of that three (3) year term, the contract can be extended a final time for two (2) additional years, making the max life of a resultant contract 10 years.

12.2 Longer-Term Service Contracts. If a Carrier or Provider wishes to seek special terms for a Longer-Term Service Contract (greater than five (5) years) with a customer, to justify investment in new infrastructure expansion, they shall submit a business case to the State Procurement Office for review and possible acceptance.

12.3 Early-Termination Terms. If a Carrier or Provider wishes to seek special terms for early-termination, a business case shall be submitted to the State Procurement Office for review and possible acceptance.

13. BRAND NAME

References made to items, identified by trade name, are intended to show kind and quality of products desired and is not intended to be restrictive or limit competition. The use of brand names or manufacturer's catalog references shall be constructed as quality level, method and type of performance and does not indicate that item cited is mandatory. The State reserves the right to determine what products are considered like or equal. Products substantially equivalent to those designated shall qualify for consideration.

14. WARRANTY

14.1 Liens. The Contractor warrants that the Materials supplied under this Contract are free of liens and shall remain free of liens.

14.2 Quality. Unless otherwise modified elsewhere in the terms and conditions, the Contractor warrants that, for one year after acceptance by the State, the Materials shall be:

- Of a quality to pass without objection in the trade under the Contract description;
- Fit for the intended purposes for which the Materials are used;
- Conform to the written promises or affirmations of fact made by the Contractor; and
- Fully compatible with the State's computer hardware and software environment.



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- 14.3 Fitness. The Contractor warrants that any Materials supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 14.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the Materials by the State.
- 14.5 Compliance with Applicable Laws. The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on users or prevent the Materials from performing as required under the terms and conditions of this Contract.

15. AUTHORIZATION FOR SERVICES

Authorization for purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The State shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless a) the Purchase Order is changed or modified with an official Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.

16. EXTRA-CONTRACTUAL PRODUCTS AND SERVICES PROHIBITED

Any attempt to use an Order to represent any products and/or services not specifically awarded and cited in the Contract as being included in the Contract is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State, inclusive of but not limited to Contract termination for default, suspension and/or debarment of the Contractor.

17. BILLING

Contractors will be doing business with Customers of dramatically different size and need. As such, different levels of complexity in billing may be required. An objective of this contract is to meet the various needs of different customers in standard electronic format. The State desires electronic billing be adopted where possible for any purchased services by any customer for services covered by this Contract.

17.1 Billing Detail

Invoices submitted for payment shall contain the same description detail as provided in the Quote Form, at a minimum, shall identify all products and services (e.g. circuit number, BTN, WTN), the unit price, units of quantity, extended price, service address or location of Service, and invoice total, for both paper and electronic media. Additionally, the approved electronic media shall also include at a minimum; Call Detail Records identifying the actual originating phone extension (unless ANI not sent by customer for dedicated facilities), Discount Details, Tax Details, Feature Details, Other Fees and Surcharges details, approved Adjustment details, circuit detail at the CSR level, and USOC level invoice details. Invoice Identification Information. Invoice Identification Information (III) shall include at a minimum the following 16 data elements: 1) Vendor Name; 2) Vendor Account Number; 3) Invoice Date; 4) Total Invoice Amount; 5) Total Current Charges; 6) Vendor Remit Address; 7) Account-Level Late Fees; 8) Account Level Outstanding Balance; 9) Account Level Payment Received; 10) Account Level Miscellaneous Fees; 11) Point of Service ID (e.g., Circuit number, phone number, etc.); 12) Monthly Fees; 13) Usage-based Charges; 14) Feature Charges; 15) Taxes; and 16) Total Charges for Point of Service



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17.2 Billing and Payment Data

Contractor shall provide basic billing data to all Ordering Entities that request it. This data shall include at a minimum Usage Statistics; Applicable Discount Details; Call Detail for LD at the actual originating extension level (unless ANI is not sent by Customer for dedicated facilities); Circuit Detail, when applicable, at the Customer Service Record (CSR) or equivalent level; Tax Details; Feature Details; Other Fees and Surcharges Details; Approved Adjustment Details; and Universal Service Order Code (USOC) level or equivalent Invoice Details. Ordering Entities may request this data at any point during the Term of Contract.

17.3 Billing SLA Affected Services

Contractor shall process invoices in accordance with the Billing and Payment Section of resultant Service Level Agreements. If, after the SLA is resolved the Customer owes the disputed amount in part or in whole to the Contractor, Contractor may assess overdue account charges up to a maximum rate of two-thirds of one percent per month on the outstanding balance.

17.4 Billing Disputes

Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with billing issues under the Contract. Contractor shall work with Customer, or their designee (which may be an approved Subcontractor), to automate the dispute process between Contractor and Customer. Contractor shall provide a responsibility matrix identifying representatives, their phone number and email address, for questions and resolution of issues, including escalation of unresolved disputes.

17.4.1 Billing Dispute Resolution

Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Customer will pay undisputed portions of disputed or incorrect invoices where Customer 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 Customer. 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.

17.5 Billing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer, and requests for such adjustments must be submitted in writing to the Customer within 60 days of Service invoice delivery; 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, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

17.6 Billing Agent

Contractor may use an Agent (designated herein as a Subcontractor) to prepare and submit invoices and receive Customer payments, on behalf of, but in the Contractor's name. Contractor shall remain responsible for the accuracy and correctness of the invoices issued and payments collected by any billing Agent. If Contractor exercises this option, Contractor shall promptly notify Customer in writing of such arrangement for invoicing and collection, including name, mailing and street addresses, and telephone number for the firm and the individual person responsible for this function, and any changes thereto.

18. PAYMENT PROCEDURES

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.



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If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

19. PRICING

19.1 Price Increase

Contractor prices accepted and subsequently awarded by a Contract shall remain in effect for a minimum of one (1) year. All written requests for price adjustments made by the Contractor shall be submitted 60 to 90 days prior to the anniversary or contract renewal date.

The State will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested, including information contained in the Consumer Price Index or similar official cost analysis to support any requested price increase. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. Any price increase adjustment, if approved, will be effective upon execution of a written Contract amendment.

Contract release order/purchase orders placed before a price increase is authorized shall be delivered at the purchase order price. However, if the price should decrease between receipt of the order, and shipment of the order, the Contractor shall invoice at the new lowest discounted price. The awarded contract price shall remain the same throughout the term of the contract, to include all renewals.

19.2 Price Reduction

Price reductions may be submitted in writing to the State for consideration at any time during the contract period. The State at its own discretion may accept a price reduction.

In relation to recurring costs based on most favored term pricing, after 3 years of completed service customer may request a review of the contract to bring pricing into line with current market pricing.

Any price reductions requests that are accepted by the State will be acknowledged by the issuance and acceptance of a fully executed bilateral contract amendment. Any accepted price reduction shall be available to all customers who may utilize this contract.

19.3 Bulk Pricing:

In addition to decreasing contract pricing in accordance with Special Terms and Conditions, Section 19.2, Price Reduction, Contractor(s) may offer bulk pricing at any time during the Contract. Such pricing shall be at a MRC of at least 10% less than the current contract pricing for said service. The Bulk Pricing may be presented for consideration by the State in the form of tiered pricing as well.

If electing to exercise this provision the Contractor shall submit the following to the State Procurement Office, Procurement Officer:

- A Formal request to consider an addition of Bulk Pricing for specified products;
- Product Identification, identifying the 'Arizona Service ID' as listed in Attachment II, Pricing Structure; and
- The Bulk Pricing vs the existing contract pricing.

Approval of Bulk Pricing shall be in the form of a bilateral contract amendment. Bulk Pricing shall be available to all customers allowed to purchase under the Contract and available for the life of the Contract.

20. DATA SECURITY / SECURITY

20.1 Data Privacy/Security Incident Management.

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.



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20.1.1 Threat of Security Breach

Contractor(s) agrees to notify the Customer's Chief Information Officer (CIO), the Customer's Chief Information Security Officer (CISO) and other key personnel as identified by the Customer of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). Customer shall agree to provide contact information for the CIO, the CISO and key personnel to the Contractor if applicable.

20.1.2 Discovery of Security Breach

Contractor agrees to immediately notify the Customer's CIO, the CISO and key personnel as identified by the State of a discovered breach of security. Customer shall agree to provide contact information for the CIO, the CISO and key personnel to the Contractor if applicable.

20.2 Security Requirements for Contractor Personnel.

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of ADOA-ASET as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to ADOA-ASET confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

20.2.1 Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;

20.2.2 UNAX/confidentiality Training;

20.2.3 HIPAA Privacy and Security Training; and

20.2.4 Information Security Training.

20.3 **Information Access.** The Contractor shall, where applicable, implement and/or use network management and maintenance applications and tools and appropriate fraud prevention and detection and encryption technologies. The Contractor and its employees, agents and Subcontractors shall comply with all policies and procedures of the individual Customer regarding data access, privacy and security, including those prohibiting or restricting remote access to the Customer's systems and data. The Customer shall authorize, and the Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and the Contractor agrees that the same shall be used only by the personnel to whom they are issued. The Contractor shall provide to such personnel only such level of access as is minimally necessary to perform the tasks and functions for which such personnel are responsible. The Contractor shall from time-to-time, upon request from the Customer, but in the absence of any request from the Customer at least quarterly, provide the Customer with an updated list of the Contractor personnel having access to the Customer's systems, software, and data, and the level of such access. Computer data and software, including the Customer's Data, provided by the Customer or accessed (or accessible) by the Contractor personnel or the Contractor's Subcontractor personnel, shall be used by such personnel only in connection with the obligations provided hereunder, and shall not be commercially exploited by the Contractor or its Subcontractors in any manner whatsoever. Failure of the Contractor or the Contractor's Subcontractors to comply with the provisions of this Contract may result in the Customer restricting offending personnel from access to the Customer computer systems or the Customer Data or immediate termination of this Contract. It shall be the Contractor's obligation to maintain and ensure the confidentiality and security of the Customer Data in its possession or on its systems.

20.4 **Information Disclosure.** The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it,



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its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The 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 State.

20.5 Building Access.

20.5.1 Contractor access to Customer facilities and resources shall be properly authorized by Customer personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (ARS) 28-447, 28-449, 28-450, 38-421, 13-2408, 13-2316, 41-770).

20.5.2 Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws. Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

21. SECTION 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a "Pledge to Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

23. FIRST PARTY LIMITATION OF LIABILITY

Contractor's liability for first party damages to the State arising from this Contract shall be limited to two (2) times the maximum-not-to-exceed amount of this Contract. The foregoing limitation of liability shall not apply to: (i) liability, including indemnification obligations, for third party claims, including but not limited to, infringement of third party intellectual property rights; (ii) claims covered by any specific provision of the Contract calling for liquidated damages or other amounts, including but not limited to, performance requirements; or (iii) costs or attorneys' fees that the State is entitled to recover as a prevailing party in any action.

24. INDEMNIFICATION

Contractor shall indemnify, defend with counsel reasonably approved by the State, and hold harmless, the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the



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"Indemnitee") from and against any and all claims, actions, damages, costs (including attorneys' fees), and losses arising under this Contract, including, but not limited to, bodily injury or personal injury (including death) or loss or damage to tangible or intangible property, but excluding damages arising solely from the gross negligence or willful misconduct of the Indemnitee. This indemnification obligation includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Contractor to comply with any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved, or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in its defense and any related settlement negotiations.

25. IP INDEMNIFICATION

Indemnification - Patent and Copyright. With respect solely to Materials provided or proposed by Contractor or Contractor's agents, employees, or subcontractors (each a "Contractor Party") for performance of this Contract, Contractor shall indemnify, defend and hold harmless the State, its departments, agencies, boards, commissions, universities, officers, agents and employees (collectively, the "Indemnitee"), against any third-party claims for liability, including, but not limited to, reasonable costs and expenses, including attorneys' fees, for infringement or violation of any patent, trademark, copyright or trade secret, by such Materials or the State's use thereof.

In addition, with respect to claims arising from computer hardware or software manufactured or developed solely by a third party, Contractor shall pass through to the State such indemnity rights as it receives from such third party (the "Third Party Obligation") and will cooperate in enforcing them; provided, however, that (i) if the third party manufacturer fails to honor the Third Party Obligation, or (ii) the Third Party Obligation is insufficient to fully indemnify the State, Contractor shall indemnify, defend and hold harmless the State against such claims in their entirety or for the balance of any liability not fully covered by the Third Party Obligation.

The State shall reasonably notify the Contractor of any claim for which Contractor may be liable under this section. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply. Contractor shall have control, subject to the reasonable approval of the State, of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when substantial principles of government or public law are involved or when involvement of the State is otherwise mandated by law, the State may elect, in its sole and absolute discretion, to participate in such action at its own expense with respect to attorneys' fees and costs, but not liability, and the State shall have the right to approve or disapprove any settlement, which approval shall not be unreasonably withheld or delayed. The State shall reasonably cooperate in the defense and any related settlement negotiations.

If Contractor believes at any time that any Materials provided or in use pursuant to this Contract infringe a third party's intellectual property rights, Contractor shall, at Contractor's sole cost and expense, and upon receipt of the State's prior written consent, which shall not be unreasonably withheld, (i) replace an infringing Material with a non-infringing Material; (ii) obtain for the State the right to continue to use the infringing Material; or (iii) modify the infringing Material to be non-infringing, provided that following any replacement or modification made pursuant to the foregoing, the Material continues to function in accordance with the Contract. Contractor's failure or inability to accomplish any of the foregoing shall be deemed a material breach of this Contract.

Notwithstanding the foregoing, Contractor shall not be liable for any claim for infringement based solely on any Indemnitee's:

- (i) modification of Materials provided by Contractor other than as contemplated by the Contract or the specifications of such Materials or as otherwise authorized or proposed in any way by Contractor or a Contractor Party;
- (ii) use of the Materials in a manner other than as contemplated by this Contract or the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party; or



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(iii) use of the Materials in combination, operation, or use with other products in a manner not contemplated by the Contract, or, the specifications of such Materials, or as otherwise authorized or proposed in any way by Contractor or a Contractor Party.

Contractor certifies, represents and warrants to the State that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of the Contract for the acquisition, operation or maintenance of Materials in violation of intellectual property laws.

26. INTELLECTUAL PROPERTY

20.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, or trade secrets created or conceived solely pursuant to or as a result of this Contract and any related subcontract (collectively, the "Intellectual Property"), shall be work made for hire and the State shall be the owner of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Software and other Materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract ("Independent Materials") do not constitute Intellectual Property. If Contractor creates derivative works of Independent Materials, then the elements of such derivative works created pursuant to this Contract shall constitute Intellectual Property owned by the State. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this Contract.

Notwithstanding the foregoing, if the State elects, in its sole and absolute discretion, to relinquish its ownership interest in any or all of the Intellectual Property, the State shall have the rights to use, modify, reproduce, release, perform, display, sublicense or disclose such Intellectual Property within State government and operations without restriction for any activity in which the State is a party (collectively, "Government Purpose Rights").

27. SURVIVAL OF RIGHTS AND OBLIGATIONS AFTER CONTRACT EXPIRATION OR TERMINATION

21.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S. Title 12, Chapter 5.

21.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer including, without limitation, all purchase orders received prior to, but not fully performed and satisfied at the expiration or termination of, this Contract.

28. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work



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under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

28.1 MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

28.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

28.1.1.1 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

28.1.1.2 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

28.1.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

28.1.2.1 The policy shall be endorsed (**Blanket Endorsements are not acceptable**) to include the following additional insured language: *“The State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”* Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

28.1.2.2 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the “State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees” for losses arising from work performed by or on behalf of the Contractor.

28.1.3 Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
Each Accident \$1,000,000



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Disease – Each Employee \$1,000,000
Disease – Policy Limit \$1,000,000

28.1.3.1 Policy shall contain a waiver of subrogation endorsement (**Blanket Endorsements are not acceptable**) in favor of the "State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees" for losses arising from work performed by or on behalf of the Contractor.

28.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

28.1.4 Technology Errors & Omissions Insurance

- Each Claim \$ 2,000,000
- Annual Aggregate \$ 2,000,000

28.1.4.1 Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.

28.1.4.2 In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

28.1.5 Network Security (Cyber) and Privacy Liability (If applicable to service to be provided by the Contractor)

- Each Claim \$ 2,000,000
- Annual Aggregate \$ 2,000,000

28.1.5.1 Such insurance shall include but not limited to coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs – includes breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, funds transfer fund

28.1.5.2 In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

28.2 **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed (**Blanket Endorsements are not acceptable**) to include, the following provisions:

28.2.1 The Contractor's policies shall stipulate that the insurance afforded the contractor shall be primary insurance and that any insurance carried by the Department, and its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

28.2.2 Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.



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- 28.3 NOTICE OF CANCELLATION:** With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007** and shall be sent by certified mail, return receipt requested.
- 28.4 ACCEPTABILITY OF INSURERS:** Contractors insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 28.5 VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.
- All certificates and endorsements (**Blanket Endorsements are not acceptable**) are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to **Charlotte Righetti, CPPB 100 N 15th Ave, Suite 201, Phoenix AZ 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
- 28.6 SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insured under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 28.7 APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 28.8 EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

29. MARKET ACQUISITIONS

In the event a Contractor acquires a market within a geographical region which they were not originally awarded, the Contractor may request an amendment to its contract to include pricing of services for this newly acquired market. Documentation of the acquisition must be provided in order for the State to consider, at its option, this addition, via a bilateral contract amendment.

30. CUSTOMER SERVICE ORDERS (CSO's)

Contractors and Customers may enter into Customer Service Order Agreements for services covered within resultant contracts of this Solicitation. Agreement shall only be valid if the Customer has the legal authority to enter into these types of agreements without going through a competitive process. Additional Terms and Conditions found within a Contractors CSO shall not become part of the State of Arizona's Master Contract.



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31. NON-RECURRING COSTS (NRC)

Providers are required to quote NRC for services provided within their awarded County(ies) and Categories as outlined within Attachment II, Pricing Structure. In the event that a Contractor elects to quote a Customer an additional NRC, over and above the listed NRC within Attachment II, the Contractor shall comply with the following:

- The reason for the 'Extension' NRC is based on extending the Provider's transport medium to an off-net location;
- 'Extension' NRC should not exceed six (6) times the firm fixed monthly recurring cost (MRC) for the service in question; and
- No more than 20% of the requested quotes submitted within a one year period, for the service in question, shall have an Extension NRC.

Final acceptance of the Extension NRC is at the sole option of the customer. Customer reserves the right to negotiate the proposed Extension NRC. Extension NRC shall not be permitted in lieu of or in connection with a Contractors Broadband Expansion Projects.



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UNIFORM TERMS AND CONDITIONS

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 "Attachment" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 "Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 "Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 "Contractor" means any person who has a Contract with the State.
- 1.5 "Days" means calendar days unless otherwise specified.
- 1.6 "Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 "Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 "Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 "Services" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 "Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 "State Fiscal Year" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 Special Terms and Conditions;
 - 2.3.2 Uniform Terms and Conditions;
 - 2.3.3 Statement or Scope of Work;
 - 2.3.4 Specifications;
 - 2.3.5 Attachments;



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2.3.6 Exhibits;

2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire



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and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any



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payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
 - 4.5.2 Cancel the Contract; or
 - 4.5.3 Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1 Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2 Indemnification
- 6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.



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- 6.4 **Force Majeure.**
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 **Third Party Antitrust Violations.** The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.



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- 7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
8. **State's Contractual Remedies**
- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
9. **Contract Termination**
- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this



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Contract as provided in A.R.S. § 38-511.

- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall 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 State. 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 State 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default.
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any 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 written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 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 State on demand.
- 9.5.3 The State 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 State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. 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.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Exhibit A, Backhaul Bandwidth for Census Designated Places

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**Exhibit A -
Backhaul Bandwidth for Census Designated Places**

This Exhibit describes the State's minimum recommended back-haul desired for each Community or Community Area for each County in the State. Community Areas are defined those Communities whose boundaries are within at least one mile of the boundaries of another Community. The recommended minimum backhaul into a Community or Area to support residential broadband service is based on a potential market of 10% of the households in a Community or Area times 6 Mbps of minimum bandwidth per potentially served household.

From time to time the State intends to provide qualified Providers and Customers additional recommendations minimum backhaul bandwidth recommendations for Communities and Community Areas including for: Student, government entity, public safety, and business users of bandwidth. The purpose of this is to assist in defining sufficient demand aggregation in communities to justify investments in expanded bandwidth delivery infrastructure.

The State recognizes that in many Communities and Areas these minimum recommendations have already been significantly exceeded but in many Communities and Areas this minimal capacity is still lacking.

APACHE	Community or Community Area	Households	Population	Sq. Miles	Recommended Minimum Bandwidth To Community Or Area
	EAGAR	2045	4885	11.2	
	SPRINGERVILLE	954	1961	11.7	
	EAGAR AREA	2999	6846	22.9	1.8 Gbps
	CHINLE	1483	4518	16.1	0.9 Gbps
	WINDOW ROCK	938	2712	5.3	
	ST. MICHAELS	518	1443	3.8	
	WINDOW ROCK AREA	1456	4155	9.1	0.9 Gbps
	ST. JOHNS	1476	3480	26.1	0.9 Gbps
	FORT DEFIANCE	1250	3624	6.1	0.8 Gbps
	LUKACHUKAI	674	1701	22.0	0.5 Gbps
	MANY FARMS	491	1348	8.2	0.3 Gbps
	GANADO	445	1210	9.2	0.3 Gbps
	HOUCK	385	1024	42.5	0.3 Gbps
	TSAILE AREA	346	1205	6.0	0.3 Gbps
	DENNEHOTSO	264	746	10.0	0.2 Gbps
	ROUND ROCK	260	789	14.3	0.2 Gbps



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TEEC NOS POS	258	730	14.3	0.2 Gbps
SAWMILL	243	748	5.8	0.2 Gbps
SANDERS	242	630	2.4	0.2 Gbps
ALPINE	205	145	0.6	0.2 Gbps
ROCK POINT	205	642	14.2	0.2 Gbps
RED MESA	202	480	12.8	0.2 Gbps
BURNSIDE	174	537	9.3	0.2 Gbps
GREER	167	41	0.5	0.2 Gbps
ROUGH ROCK	160	414	12.8	0.1 Gbps
NAZLINI	136	489	7.5	0.1 Gbps
MCNARY	136	528	5.6	0.1 Gbps
DEL MUERTO	103	329	1.0	0.1 Gbps
STEAMBOAT	92	284	2.4	0.1 Gbps
KLAGETOH	71	242	0.3	0.1 Gbps
COTTONWOOD	66	226	0.1	0.1 Gbps
RED ROCK	64	169	1.2	0.1 Gbps
CORNFIELDS	62	255	0.4	0.1 Gbps
VERNON	61	122	0.6	0.1 Gbps
TSAILE AREA	52	135	0.7	0.1 Gbps
CONCHO	36	38	0.5	0.1 Gbps
NUTRIOSO	30	26	0.3	0.1 Gbps
WIDE RUINS	24	176	0.4	0.1 Gbps
OAK SPRINGS	21	63	0.2	0.1 Gbps
LUPTON	8	25	0.4	0.1 Gbps
TOYEI	6	13	0.3	0.1 Gbps
COCHISE				
SIERRA VISTA	18742	43888	152.4	
SIERRA VISTA SOUTHEAST	6394	14797	110.8	
WHETSTONE	1163	2617	11.9	
HUACHUCA	920	1853	2.8	
MIRACLE VALLEY	287	644	0.6	
PALOMINAS	107	212	1.9	
SIERRA VISTA AREA	27613	64011	280.5	16.6 Gbps
DOUGLAS	5652	17378	10.0	3.4 Gbps
BISBEE	3284	5575	5.2	2 Gbps
BENSON	2941	5105	41.4	1.8 Gbps
WILLCOX	1659	3757	6.3	1 Gbps
TOMBSTONE	864	1380	4.3	0.6 Gbps
MESCAL	853	1812	4.9	0.6 Gbps
ST. DAVID	804	1699	5.3	0.5 Gbps



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PIRTLEVILLE	631	1744	1.9	0.4 Gbps
NACO	334	1046	3.3	0.3 Gbps
BOWIE	256	449	1.7	0.2 Gbps
ELFRIDA	243	459	3.8	0.2 Gbps
SUNIZONA	206	281	8.5	0.2 Gbps
SAN SIMON	127	165	0.7	0.1 Gbps
MCNEAL	116	238	3.8	0.1 Gbps
DRAGOON	115	209	1.8	0.1 Gbps
COCONINO				
FLAGSTAFF	26254	65870	63.9	
DONEY PARK	1896	5395	14.9	
KACHINA VILLAGE	1469	2622	1.2	
MOUNTAINAIRE	621	1119	10.2	
FORT VALLEY	371	779	7.6	
FLAGSTAFFAREA	30611	75785	97.9	18.4 Gbps
PAGE	2787	7247	16.6	
LECHEE	359	1443	16.6	
PAGE AREA	3146	8690	33.2	1.9 Gbps
MUNDS PARK	3019	631	22.3	1.9 Gbps
WILLIAMS	1426	3023	43.8	
PARKS	1288	1188	172.3	
WILLIAMS AREA	2714	4211	216.0	1.7 Gbps
TUBA	2465	8611	9.0	1.5 Gbps
GRAND CANYON VILLAGE	858	2004	13.4	0.6 Gbps
VALLE	583	832	243.8	0.4 Gbps
FREDONIA	578	1314	7.3	0.4 Gbps
KAIBITO	413	1522	15.9	0.3 Gbps
TUSAYAN	289	558	8.9	0.2 Gbps
CAMERON	285	885	18.7	0.2 Gbps
MOENKOPI	284	964	1.5	0.2 Gbps
LEUPP	255	951	13.6	0.2 Gbps
TONALEA	132	549	9.9	0.1 Gbps
BITTER SPRINGS	130	452	8.0	0.1 Gbps
TOLANI LAKE	98	280	0.4	0.1 Gbps
SUPAI	49	208	1.7	0.1 Gbps
GILA				
PAYSON	8958	15301	19.5	
STAR VALLEY	1531	2310	36.1	
MESA DEL CABALLO	406	765	0.3	
ROUND VALLEY	227	487	4.8	
BEAVER VALLEY	225	231	1.5	
TONTO VILLAGE	215	256	0.3	
WASHINGTON PARK	206	70	2.6	
WHISPERING PINES	188	148	0.4	
EAST VERDE ESTATES	165	170	2.5	



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OXBOW ESTATES	141	217	0.5	
KOHL'S RANCH	127	46	1.2	
MEAD RANCH	108	38	0.6	
BEAR FLAT	54	18	0.2	
FREEDOM ACRES	51	84	1.8	
FLOWING SPRINGS	39	42	1.7	
PAYSON AREA	12641	20183	74.0	7.6 Gbps
GLOBE	3386	7532	18.2	
CENTRAL HEIGHTS-MIDLAND	1191	2534	1.9	
MIAMI	973	1837	0.9	
CLAYPOOL	750	1538	1.2	
SIX SHOOTER CANYON	469	1019	2.9	
WHEATFIELDS	465	785	8.1	
ICEHOUSE CANYON	298	677	4.9	
PINAL	199	439	0.4	
COPPER HILL	63	108	7.3	
EAST GLOBE	61	226	3.4	
CUTTER	21	74	0.8	
GLOBE AREA	7876	16769	50.1	4.8 Gbps
PINE	2588	1963	32.4	
STRAWBERRY	1293	961	9.5	
GERONIMO ESTATES	122	60	1.3	
PINE AREA	4003	2984	43.2	2.5 Gbps
TONTO BASIN	1383	1424	31.3	0.9 Gbps
SAN CARLOS	998	4038	8.6	
PERIDOT	362	1350	5.2	
SAN CARLOS AREA	1360	5388	13.7	0.9 Gbps
YOUNG	667	666	47.8	0.5 Gbps
GISELA	331	570	2.9	
DEER CREEK	129	216	1.7	
RYE	63	77	0.5	
GISELA AREA	523	863	5.1	0.4 Gbps
CHRISTOPHER CREEK	388	156	3.0	
HUNTER CREEK	111	48	2.2	
CHRISTOPHER CREEK AREA	499	204	5.2	0.3 Gbps
HAYDEN	301	662	1.3	
WINKELMAN	163	353	0.8	
HAYDEN AREA	464	1015	2.0	0.3 Gbps
CANYON DAY	310	1209	5.1	0.2 Gbps
TOP-OF-THE-WORLD	173	231	6.1	0.2 Gbps
DRIPPING SPRINGS	121	235	6.7	0.1 Gbps
CEDAR CREEK	97	318	17.0	0.1 Gbps
JAKES CORNER	81	76	1.4	0.1 Gbps
HAIGLER CREEK	46	19	1.6	0.1 Gbps
ROOSEVELT	43	28	3.1	0.1 Gbps
ROCK HOUSE	42	50	0.6	0.1 Gbps
CARRIZO	40	127	9.0	0.1 Gbps
EL CAPITAN	33	37	6.1	0.1 Gbps

GRAHAM



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SAFFORD	3908	9566	8.6	
THATCHER	1840	4865	6.7	
PIMA	870	2387	5.9	
SWIFT TRAIL JUNCTION	679	2935	3.7	
CACTUS FLATS	595	1518	6.2	
SAN JOSE	211	506	4.2	
CENTRAL	209	645	1.9	
SOLOMON	171	426	0.2	
BRYCE	60	175	0.8	
SAFFORD AREA	8543	23023	38.3	5.2 Gbps
BYLAS	491	1962	4.4	0.3 Gbps
FORT THOMAS	206	374	8.7	0.2 Gbps
GRENLEE				
CLIFTON	1580	3311	14.8	1 Gbps
MORENCI	792	1489	1.0	0.5 Gbps
DUNCAN	398	696	2.2	0.3 Gbps
YORK	336	557	1.9	0.3 Gbps
FRANKLIN	51	92	1.0	0.1 Gbps
LAPAZ				
CIENEGA SPRINGS	2291	1798	3.9	
PARKER STRIP	1387	662	4.2	
PARKER	1098	3083	22.0	
BLUEWATER	669	725	2.4	
CIENEGA SPRINGS AREA	5445	6268	32.4	3.3 Gbps
QUARTZSITE	3378	3677	36.8	
LA PAZ VALLEY	695	699	29.4	
QUARTZSITE AREA	4073	4376	66.1	2.5 Gbps
BOUSE	914	996	136.4	
BRENDA	725	676	6.9	
VICKSBURG	687	597	143.1	
UTTING	103	126	26.5	
BOUSE AREA	2429	2395	312.8	1.5 Gbps
SALOME	1078	1530	33.4	0.7 Gbps
EHRENBERG	948	1470	12.2	0.6 Gbps
WENDEN	416	728	15.0	0.3 Gbps
CIBOLA	307	250	20.2	0.2 Gbps
POSTON	85	285	1.4	0.1 Gbps
ALAMO LAKE	31	25	46.6	0.1 Gbps
SUNWEST	31	15	24.3	0.1 Gbps
MARICOP A				
PHOENIX	590149	1445632	517.7	
SCOTTSDALE	124001	217385	184.3	
GLENDALE	90505	226721	60.1	
TEMPE	73462	161719	40.2	
SURPRISE	52586	117517	105.8	
SUN	28169	37499	14.5	
AVONDALE	27001	76238	45.6	



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SUN WEST	18218	24535	10.9	
BUCKEYE	18207	50876	375.3	
FOUNTAIN HILLS	13167	22489	20.4	
EL MIRAGE	11326	31797	10.1	
ANTHEM	8801	21700	8.0	
NEW RIVER	6273	14952	55.7	
PARADISE VALLEY	5643	12820	15.5	
YOUNG	2831	6156	1.5	
LITCHFIELD PARK	2716	5476	3.3	
CAVE CREEK	2579	5015	37.9	
CAREFREE	2251	3363	8.8	
TOLLESON	2169	6545	5.7	
CITRUS PARK	1385	4028	5.8	
GUADALUPE	1376	5523	0.8	
GILA BEND	943	1922	55.4	
WITTMANN	301	763	1.0	
KOMATKE	246	821	2.2	
MARICOPA COLONY	201	709	5.6	
GILA CROSSING	141	621	0.9	
ARLINGTON	99	194	2.3	
			1595.	
PHOENIX METRO AREA	1084746	2503016	4	650.9 Gbps
MESA	201173	439041	137.0	
CHANDLER	94404	236123	64.5	
GILBERT	74907	208453	68.1	
SUN LAKES	10028	13975	5.3	
QUEEN CREEK	8557	26361	28.1	
MESA METRO AREA	389069	923953	302.9	233.5 Gbps
PEORIA	64818	154065	177.9	38.9 Gbps
GOODYEAR	25027	65275	191.4	15.1 Gbps
WICKENBURG	3619	6363	18.8	2.2 Gbps
RIO VERDE	1647	1811	5.1	1 Gbps
AGUILA	304	798	1.6	0.2 Gbps
WINTERSBURG	173	136	0.5	0.2 Gbps
MORRIS	139	227	0.8	0.1 Gbps
ST. JOHNS	139	476	2.3	0.1 Gbps
KAKA	57	141	0.3	0.1 Gbps
THEBA	49	158	0.6	0.1 Gbps
TONOPAH	30	60	1.4	0.1 Gbps
MOHAVE				
LAKE HAVASU	32327	52527	44.6	
DESERT HILLS	1847	2245	4.9	
CRYSTAL BEACH	171	279	0.3	
LAKE HAVASU AREA	34345	55051	49.8	20.7 Gbps
BULLHEAD	23464	39540	60.3	
FORT MOHAVE	7179	14364	16.7	
WILLOW VALLEY	1326	1062	5.0	
MOHAVE VALLEY	1300	2616	14.1	
ARIZONA VILLAGE	531	946	1.6	
MESQUITE CREEK	240	416	1.0	
KATHERINE	158	103	4.6	



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<i>MOJAVE RANCH ESTATES</i>	21	52	0.8	
BULLHEAD AREA	34219	59099	104.1	20.6 Gbps
<i>KINGMAN</i>	12724	28068	34.9	
<i>NEW KINGMAN-BUTLER</i>	5863	12134	5.0	
<i>GOLDEN VALLEY</i>	4342	8370	78.9	
<i>WALNUT CREEK</i>	251	562	1.5	
<i>SO-HI</i>	242	477	0.9	
<i>LAZY Y U</i>	194	428	15.7	
<i>PINION PINES</i>	102	186	1.5	
<i>CLACKS CANYON</i>	83	173	3.3	
<i>MCCONNICO</i>	56	70	6.6	
KINGMAN AREA	23857	50468	148.2	14.4 Gbps
<i>BEAVER DAM</i>	1202	1962	8.4	
<i>SCENIC</i>	779	1643	16.5	
<i>LITTLEFIELD</i>	153	308	12.0	
BEAVER DAM AREA	2134	3913	36.9	1.3 Gbps
GOLDEN SHORES	1637	2047	8.2	1 Gbps
DOLAN SPRINGS	1556	2033	58.2	1 Gbps
MEADVIEW	1373	1224	31.1	0.9 Gbps
<i>VALLE VISTA</i>	936	1659	12.0	
<i>ANTARES</i>	95	126	0.7	
VALLE VISTA AREA	1031	1785	12.7	0.7 Gbps
<i>COLORADO</i>	599	4821	10.3	
<i>CENTENNIAL PARK</i>	225	1264	2.2	
<i>CANE BEDS</i>	168	448	8.3	
COLORADO AREA	992	6533	20.8	0.6 Gbps
PEACH SPRINGS	334	1090	7.9	0.3 Gbps
WHITE HILLS	290	323	52.0	0.2 Gbps
CHLORIDE	245	271	1.5	0.2 Gbps
PINE LAKE	156	138	1.7	0.1 Gbps
OATMAN	112	135	0.2	0.1 Gbps
WIKIEUP	103	133	4.4	0.1 Gbps
YUCCA	98	126	2.2	0.1 Gbps
<i>KAIBAB</i>	52	124	6.5	
<i>MOCCASIN</i>	37	89	0.8	
KAIBAB AREA	89	213	7.2	0.1 Gbps
TRUXTON	73	134	3.8	0.1 Gbps
<i>HACKBERRY</i>	45	68	17.6	
<i>VALENTINE</i>	14	38	1.6	
<i>CROZIER</i>	11	14	1.1	
HACKBERRY AREA	70	120	20.3	0.1 Gbps
TOPOCK	31	10	0.3	0.1 Gbps
GRAND CANYON WEST	19	2	17.6	0.1 Gbps
NAVAJO				
<i>SHOW LOW</i>	7722	10660	41.2	
<i>PINETOP COUNTRY CLUB</i>	3789	1794	6.8	
<i>PINETOP-LAKESIDE</i>	3451	4282	11.4	
<i>LAKE OF THE WOODS</i>	2859	4094	4.1	



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SNOWFLAKE	2074	5590	33.6	
WHITE MOUNTAIN LAKE	1772	2205	24.2	
LINDEN	1468	2597	30.5	
TAYLOR	1464	4112	32.7	
WAGON WHEEL	1163	1652	3.1	
WHITERIVER	1072	4104	15.8	
NORTH FORK	396	1417	61.6	
HONDAH	286	812	12.3	
RAINBOW	226	968	2.2	
SEVEN MILE	176	707	2.3	
EAST FORK	170	699	1.9	
TURKEY CREEK	77	294	0.8	
FORT APACHE	53	143	1.2	
SHOW LOW AREA	28218	46130	285.4	17 Gbps
HEBER-OVERGAARD	3593	2822	6.9	2.2 Gbps
WINSLOW	3362	9655	12.3	
WINSLOW WEST	173	438	17.9	
WINSLOW AREA	3535	10093	30.19	2.2 Gbps
HOLBROOK	1881	5053	17.4	1.2 Gbps
KAYENTA	1602	5189	13.2	1 Gbps
FIRST MESA	555	1555	15.7	
SECOND MESA	325	962	40.1	
SHONGOPOVI	240	831	1.6	
KEAMS CANYON	142	304	16.6	
JEDITO	115	293	5.4	
FIRST MESA AREA	1377	3945	79.5	0.9 Gbps
JOSEPH	547	1386	7.4	0.4 Gbps
CIBECUE	455	1713	6.0	0.3 Gbps
DILKON	361	1184	16.6	0.3 Gbps
PINON	338	904	6.5	0.3 Gbps
HOTEVILLA-BACAVI	412	957	11.8	
KYKOTSMOVI VILLAGE	328	746	16.9	
HOTEVILLA-BACAVI AREA	740	1703	28.67	0.5 Gbps
PINEDALE	332	487	9.7	0.2 Gbps
WHITECONE	300	817	45.1	0.2 Gbps
LOW MOUNTAIN	260	757	36.9	0.2 Gbps
CHILCHINBITO	228	506	23.8	0.2 Gbps
SHONTO	205	591	4.6	0.2 Gbps
GREASEWOOD	181	547	5.4	0.2 Gbps
CLAY SPRINGS	164	401	2.8	0.1 Gbps
SUN VALLEY	150	316	31.6	0.1 Gbps
TEES TOH	149	448	17.0	0.1 Gbps
WOODRUFF	85	191	5.8	0.1 Gbps
INDIAN WELLS	75	255	10.4	0.1 Gbps
SEBA DALKAI	57	136	15.1	0.1 Gbps
OLJATO-MONUMENT VALLEY	46	154	12.4	0.1 Gbps
HARD ROCK	41	94	5.9	0.1 Gbps



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Pima				
TUCSON	229762	520116	226.9	
CASAS ADOBES	30364	66795	26.9	
CATALINA FOOTHILLS	27211	50796	42.1	
ORO VALLEY	20340	41011	35.6	
GREEN VALLEY	17322	21391	32.2	
MARANA	14726	34961	122.1	
SAHUARITA	10615	25259	31.0	
DREXEL HEIGHTS	9684	27749	20.2	
FLOWING WELLS	7505	16419	4.0	
TANQUE VERDE	7340	16901	33.0	
TUCSON ESTATES	6152	12192	13.0	
PICTURE ROCKS	4177	9563	70.8	
VAIL	3754	10208	22.6	
CATALINA	3290	7569	14.1	
VALENCIA WEST	3206	9355	10.4	
AVRA VALLEY	2487	6050	22.2	
CORONA DE TUCSON	2165	5675	6.1	
SOUTH TUCSON	2137	5652	1.0	
RINCON VALLEY	2044	5139	27.8	
SUMMIT	1708	5372	4.5	
ARIVACA JUNCTION	388	1090	2.9	
LITTLE	277	873	0.1	
ELEPHANT HEAD	253	612	7.4	
AMADO	207	295	5.3	
NELSON	100	259	0.4	
RILLITO	50	97	0.1	
TUCSON METRO AREA	407264	901399	782.7	244.4 Gbps
THREE POINTS	2487	5581	46.4	1.5 Gbps
AJO	2175	3304	33.3	1.4 Gbps
SELLS	736	2495	9.5	0.5 Gbps
ARIVACA	492	695	27.8	0.3 Gbps
PIMACO TWO	313	682	4.5	0.2 Gbps
SUMMERHAVEN	259	40	4.5	0.2 Gbps
SANTA ROSA	223	628	6.5	0.2 Gbps
WHY	177	167	9.0	0.2 Gbps
TOPAWA	135	299	5.2	0.1 Gbps
PISINEMO	116	321	2.3	0.1 Gbps
ALI CHUKSON	55	132	2.1	
ALI MOLINA	30	71	0.8	
CHIAWULI TAK	21	78	2.4	
ALICHUKSON AREA	106	281	5.3	0.1 Gbps
GU OIDAK	91	188	7.1	0.1 Gbps
SAN MIGUEL	79	197	5.7	0.1 Gbps
WILLOW CANYON	68	1	0.3	0.1 Gbps
SOUTH KOMELIK	65	111	3.9	0.1 Gbps
ALI CHUK	60	161	1.4	0.1 Gbps
MAISH VAYA	59	158	4.2	0.1 Gbps
WAHAK HOTRONTK	46	114	1.5	0.1 Gbps



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ANEGAM	43	151	2.3	0.1 Gbps
COWLIC	41	135	0.8	0.1 Gbps
HAIVANA NAKYA	39	96	1.9	0.1 Gbps
VENTANA	29	49	1.0	0.1 Gbps
CHARCO	26	52	0.9	0.1 Gbps
KO VAYA	16	46	1.1	0.1 Gbps
NOLIC	15	37	0.5	0.1 Gbps
AK CHIN	11	30	0.5	0.1 Gbps
COMOBABI	5	8	1.2	0.1 Gbps
PINAL				
SAN TAN VALLEY	29417	81321	35.8	
APACHE JUNCTION	22564	35840	35.0	
CASA GRANDE	22400	48571	109.6	
MARICOPA	17240	43482	47.5	
GOLD CANYON	6874	10159	22.4	
FLORENCE	5224	25536	52.5	
ARIZONA	5064	10475	6.2	
COOLIDGE	4796	11825	56.5	
ELOY	3691	16631	111.5	
SACATON	671	2672	8.1	
CASA BLANCA	388	1388	15.8	
BLACKWATER	332	1062	17.9	
CACTUS FOREST	287	594	2.7	
AK-CHIN VILLAGE	256	862	10.6	
PICACHO	185	471	6.4	
STOTONIC VILLAGE	181	659	5.0	
SACATON FLATS VILLAGE	168	541	6.2	
UPPER SANTAN VILLAGE	136	495	7.1	
GOODYEAR VILLAGE	121	457	3.4	
LOWER SANTAN VILLAGE	103	374	4.2	
CHUICHU	96	269	6.9	
WET CAMP VILLAGE	76	229	4.4	
SACATE VILLAGE	50	169	3.5	
SWEET WATER VILLAGE	26	83	0.8	
SAN TAN VALLEY AREA	120346	294165	579.7	72.3 Gbps
SADDLEBROOKE	5671	9614	29.3	3.5 Gbps
ORACLE	1772	3686	16.4	
SAN MANUEL	1541	3551	20.7	
CAMPO BONITO	48	74	4.0	
ORACLE AREA	3361	7311	41.1	2.1 Gbps
SUPERIOR	1465	2837	1.9	0.9 Gbps
KEARNY	878	1950	2.8	0.6 Gbps
RED ROCK	786	2169	47.3	0.5 Gbps
MAMMOTH	635	1426	1.0	0.4 Gbps
QUEEN VALLEY	621	788	9.7	0.4 Gbps
DUDLEYVILLE	423	959	6.7	0.3 Gbps
STANFIELD	222	740	3.9	0.2 Gbps
VAIVA VO	29	128	0.5	0.1 Gbps



Exhibit A, Backhaul Bandwidth for Census Designated Places

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

Solicitation No: **ADSP014-00004241**
Description: **Telecommunications and Broadband Provider Services**

KOHATK	15	27	0.1	0.1 Gbps
SANTA CRUZ	13	37	1.6	0.1 Gbps
TAT MOMOLI	9	10	0.9	0.1 Gbps
SANTA CRUZ				
<i>RIO RICO</i>	<i>6356</i>	<i>18962</i>	<i>62.4</i>	
<i>TUBAC</i>	<i>1067</i>	<i>1191</i>	<i>10.8</i>	
<i>TUMACACORI-CARMEN</i>	<i>187</i>	<i>393</i>	<i>2.0</i>	
RIO RICO AREA	7610	20546	75.1	4.6 Gbps
<i>NOGALES</i>	<i>7260</i>	<i>20837</i>	<i>20.8</i>	
<i>BEYERVILLE</i>	<i>55</i>	<i>177</i>	<i>0.3</i>	
NOGALES AREA	7315	21014	21.2	4.4 Gbps
PATAGONIA	576	913	1.3	0.4 Gbps
SONOITA	462	818	10.6	0.3 Gbps
ELGIN	85	161	5.9	0.1 Gbps
KINO SPRINGS	65	136	0.3	0.1 Gbps
YAVAPAI				
<i>PRESCOTT</i>	<i>22159</i>	<i>39843</i>	<i>41.6</i>	
<i>PRESCOTT VALLEY</i>	<i>17494</i>	<i>38822</i>	<i>38.6</i>	
<i>CHINO VALLEY</i>	<i>4967</i>	<i>10817</i>	<i>63.4</i>	
<i>WILLIAMSON</i>	<i>2779</i>	<i>5438</i>	<i>56.9</i>	
<i>PAULDEN</i>	<i>2268</i>	<i>5231</i>	<i>57.0</i>	
<i>DEWEY-HUMBOLDT</i>	<i>1888</i>	<i>3894</i>	<i>18.6</i>	
<i>CORDES LAKES</i>	<i>1463</i>	<i>2633</i>	<i>10.8</i>	
<i>MAYER</i>	<i>849</i>	<i>1497</i>	<i>20.1</i>	
<i>SPRING VALLEY</i>	<i>629</i>	<i>1148</i>	<i>10.6</i>	
PRESCOTT AREA	54496	109323	317.6	32.7 Gbps
<i>COTTONWOOD</i>	<i>5866</i>	<i>11265</i>	<i>16.4</i>	
<i>VERDE VILLAGE</i>	<i>4989</i>	<i>11605</i>	<i>7.0</i>	
<i>CAMP VERDE</i>	<i>4726</i>	<i>10873</i>	<i>43.1</i>	
<i>LAKE MONTEZUMA</i>	<i>2334</i>	<i>4706</i>	<i>12.0</i>	
<i>CLARKDALE</i>	<i>2059</i>	<i>4097</i>	<i>10.6</i>	
<i>JEROME</i>	<i>290</i>	<i>444</i>	<i>0.9</i>	
COTTONWOOD AREA	20264	42990	90.0	12.2 Gbps
SEDONA	6367	10031	19.2	3.9 Gbps
VILLAGE OF OAK CREEK (BIG PARK)	4076	6147	5.3	2.5 Gbps
CORNVILLE	1695	3280	13.2	1.1 Gbps
BLACK CANYON	1563	2837	24.3	1 Gbps
CONGRESS	1226	1975	37.7	0.8 Gbps
<i>YARNELL</i>	<i>597</i>	<i>649</i>	<i>8.8</i>	
<i>PEEPLER VALLEY</i>	<i>338</i>	<i>428</i>	<i>15.1</i>	
YARNELL AREA	935	1077	24.0	0.6 Gbps
BAGDAD	838	1876	8.0	0.6 Gbps
WILHOIT	483	868	15.7	0.3 Gbps
SELIGMAN	292	445	6.4	0.2 Gbps



Exhibit A, Backhaul Bandwidth for Census Designated Places

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Phoenix, AZ 85007

Solicitation No: **ADSP014-00004241**
Description: **Telecommunications and Broadband Provider Services**

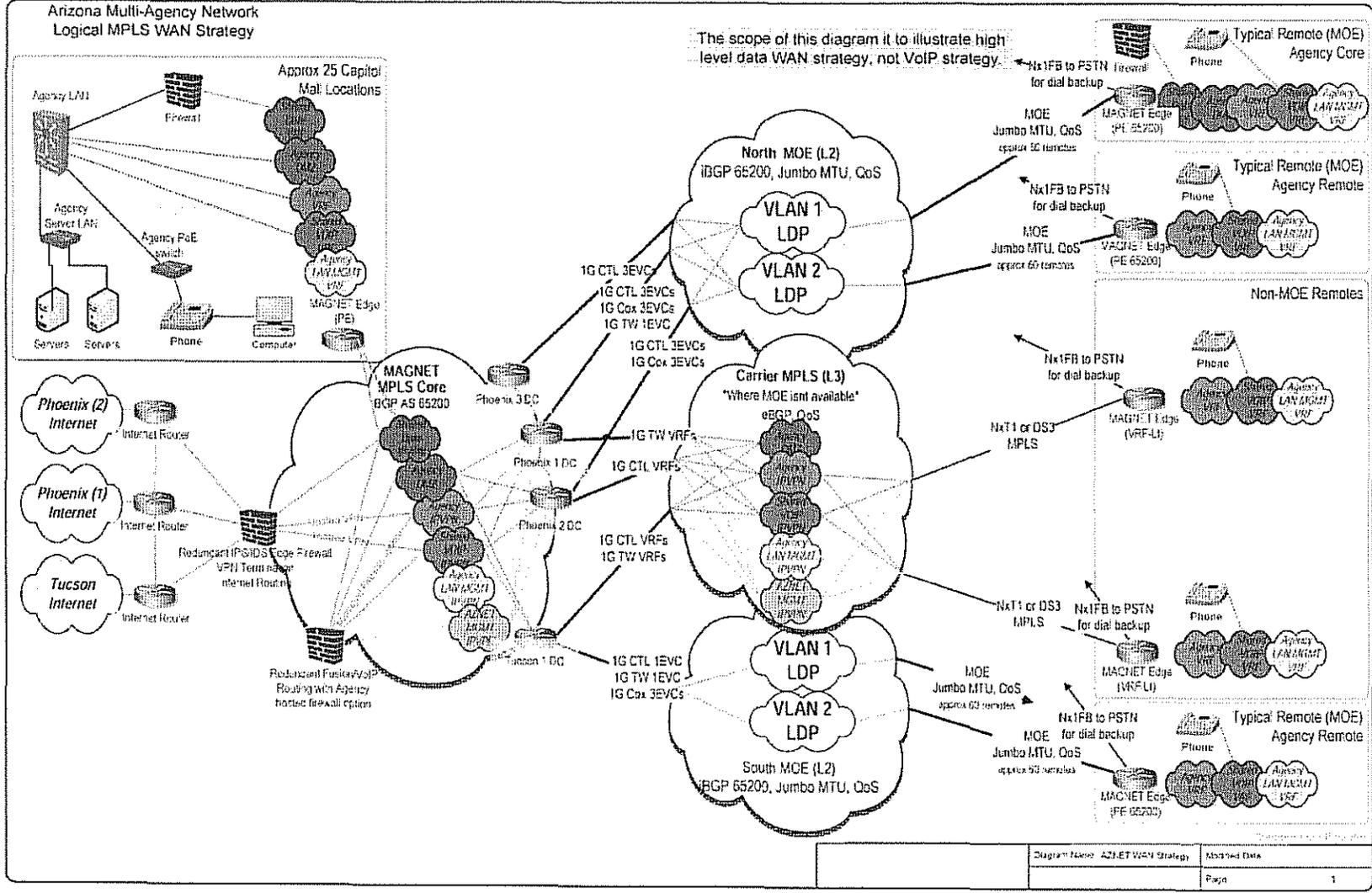
	ASH FORK	218	396	2.3	0.2 Gbps
YUMA					
YUMA AREA	38626	93064	120.7		
YUMA AREA	21642	26265	40.2		
YUMA AREA	6525	25505	32.2		
YUMA AREA	4052	14287	7.3		
YUMA AREA	2081	2882	29.0		
YUMA AREA	1968	4176	0.7		
YUMA AREA	394	1508	0.1		
YUMA AREA	225	678	2.0		
YUMA AREA	199	504	1.0		
YUMA AREA	174	594	0.1		
YUMA AREA	162	625	0.1		
YUMA AREA	131	258	0.6		
YUMA AREA	115	415	0.4		
YUMA AREA	84	272	0.2		
YUMA AREA	46	171	0.3		
YUMA AREA	76424	171204	234.9		45.9 Gbps
MARTINEZ LAKE	510	798	9.2		0.4 Gbps
TACNA	291	602	1.9		0.2 Gbps
DATELAND	221	416	22.1		
AZTEC	24	47	6.2		
DATELAND AREA	245	463	28.3		0.2 Gbps
BUCKSHOT	75	153	0.3		0.1 Gbps



Exhibit B, State of Arizona WAN Strategy Diagram

Solicitation No: ADSP014-00004241

Description: Telecommunications and Broadband Provider Services



	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007
	CONTRACT NO.: ADSPO15-088468 Carrier and Broadband Provider Services	PAGE 1	
	AMENDMENT NO.: One (1)	OF 2	

CONTRACTOR: Centurylink d/b/a Qwest Communications Corp 20 East Thomas Road, 17 th Floor Phoenix, AZ 85013 CONTACT: Chrisha Elmer PHONE: (602) 512-2528 EMAIL: chrisha.elmer@centurylink.com	STATE AGENCY: AZ Department of Administration (ADOA) State Procurement Office 100 N. 15 th Ave., Ste.201 Phoenix, AZ 85007 CONTACT: Charlotte Righetti, CPPB, CTNS PHONE: (602) 542-9127 EMAIL: charlotte.righetti@azdoa.gov
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Carrier and Broadband Provider Services

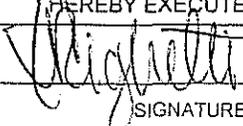
Pursuant to Uniform Terms and Conditions, Paragraph 5, Contract Changes, 5.1 Amendments, the above referenced Contract shall be amended as follows:

1. Scope of Work, Section 4.9.4 shall be removed in its entirety.
2. Scope of Work, Section 7.1.2.1 shall be deleted in its entirety and replaced with the following language:
 - 7.1.2.1 Negotiated SLA's shall be available to the State Procurement Office for review upon request.
3. Scope of Work, Section 8, shall now include the following language:
 - 8.1.1.4 The State Chief Networking Officer shall approve all requests for services found within the following categories for the Primary Customers only: Category 3: WiFi Services; Category 4: Internet Access Services, including Network Security and Category 5: Fiber Services.
4. Special terms and conditions Section 17, shall now include the following language:
 - 17.1 Billing for all State Agencies shall be sent to the state contracted Telecommunications Expense Management (TEM) Contractor.
5. Attachment II, Pricing Schedule has been updated to reflected pricing changes since award of the contract as well as additional technologies that were inadvertently omitted from the original attachment. Station Cabling section has been removed from the other services tab as it is a direct conflict with the Statewide Cabling Contract.

All other terms, conditions and provisions remain unchanged.

	Contract Amendment		AZ DEPT. OF ADMINISTRATION STATE PROCUREMENT OFFICE 100 N. 15 TH AVE., STE. 201 Phoenix, AZ 85007
	CONTRACT NO.: ADSP015-088468 Carrier and Broadband Provider Services	PAGE 2	
	AMENDMENT NO.: One (1)	OF 2	

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This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.			
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
DocuSigned by: <i>Jacob Darfler</i>	6/26/2015		6/29/15
-05130A3E3D3547 SIGNATURE	DATE	SIGNATURE	DATE
Jacob Darfler PRINTED/TYPED NAME AND TITLE	Manager of offer Management	Charlotte Righetti, CPPB, CTNS. Senior Procurement Officer	