

SERIAL 05159 RFP CARRIER SERVICES – CENTURYLINK Contract

DATE OF LAST REVISION: July 28, 2016

CONTRACT END DATE: July 31, 2021

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

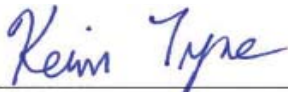
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **CARRIER SERVICES**

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

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



Kevin Tyne, Chief Procurement Officer
Office of Procurement Services

BW/at
Attach

Copy to: Office of Procurement Services
Amie Bristol, Sheriff's
Barry Thiem, Sheriff's
Tom Crosby, Telecommunications



CONTRACT PURSUANT TO RFP

SERIAL 05159-RFP

This Contract is entered into this 26th day of July, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and **CenturyLink** ~~Qwest Communications Corporation (QCC) and Qwest Corporation (QC)~~, each acting separately and solely on its own behalf and each not being jointly or severally liable collectively, ("Contractor") for the purchase of telecommunications carrier services.

1.0 TERM

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

2.0 PAYMENT

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

3.0 DUTIES

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

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION:

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

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

The scope of this indemnification does not extend to claims caused by, in whole or in part, the negligence, willful or intentional acts of the County, or any claims arising out of, or recovered under, Workers' Compensation Law.

4.2 INSURANCE REQUIREMENTS:

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

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

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

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

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention.

County reserves the right to request and to receive, within 10 working days, certified copies of insurance certificates for any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and

employees as Additional Insureds as respect claims for damages for personal injury, including accidental death, and property damage that may arise from the Contractor's acts of omissions or the acts of omissions of its subcontractors, or anyone directly or indirectly employed by either of them under this Contract.

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

Contractor is required to procure and maintain the following coverages:

4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.2.2 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

4.2.3 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. (N.B. - \$1,000,000 limits on larger contracts)

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

4.2.4 Certificates of Insurance.

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

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

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County upon the expiration date.

4.2.4.2 Cancellation and Expiration Notice.

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

4.3 NOTICES:

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

For County:

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

For Contractor:

For Legal Notices:

1801 California Street, Suite 900
Denver, Colorado 80202
Attn: Legal Department

For All Other Notices:

~~Robert Bobbett~~ **Dawn Jehorek**
~~Global Major~~ Account Manager
4041 North Central Avenue, 18th Floor
Phoenix, Arizona 85012
Telephone Number: ~~602.512.2513~~ **602/512-2535**
E-Mail: robert.bobbett@qwest.com dawn.jehorek@centurylink.com

4.5 REQUIREMENTS CONTRACT:

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

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

4.5.3 Modifications or cancellations shall be executed in writing or electronically, as set forth in Section 3.17.1.5.2 of the Scope of Work.

4.6 PRICE ADJUSTMENTS:

4.6.1 It is understood pricing is subject to future tariff filings which may affect the pricing of services provided under this Contract in situations where the applicable tariff does not permit Contractor to depart from the pricing otherwise stated therein.

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

4.7 **TERMINATION FOR CONVENIENCE:**

The County reserves the right, with thirty (30) days written notice, to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

4.8 **TERMINATION FOR DEFAULT:**

4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide thirty (30) days written notice to Contractor, identifying the deficiencies in Contractor's performance, allowing Contractor, within those thirty (30) days, to cure the deficient performance. If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the Contract will be terminated.

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

4.8.3 If Contractor fails to cure the deficient performance within the thirty (30) day cure period, the County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. In the event of a material breach by Contractor with respect to delivery of a particular product or service under this Contract, which is not cured within the thirty (30) day cure period, Contractor shall be liable to the Buyer for costs of cover incurred by the Buyer in procuring a replacement product or service so long as the Buyer: (1) procures a substantially similar product or service under the same terms and conditions as provided in this Contract; (2) procures such product or service for the same term as the term applicable to the product or service being replace; and (3) otherwise takes all reasonable steps to mitigate the amount of costs incurred.

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

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

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on

behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to Qwest Corporation (QC), any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract. The County may offset from any money due to Qwest Communications Corporation (QCC) any amounts QCC owes to the County for damages resulting from breach or deficiencies in performance under this Contract. Offset rights may only be made against the entity providing the services giving rise to the claim.

4.11 ADDITIONS/DELETIONS OF SERVICE:

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

4.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

4.13 AMENDMENTS:

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

4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department, upon reasonable prior written notice to Contractor and during normal business hours, shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.16 ALTERNATIVE DISPUTE RESOLUTION:

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

4.16.1.1 Render a decision;

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

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

4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

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

4.17 SEVERABILITY:

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

4.18 RIGHTS IN DATA:

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

4.19 INTEGRATION:

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

4.20 GOVERNING LAW:

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

4.21 ORDER OF PRECEDENCE:

In the event the terms and conditions of this Contract, the Scope of Work or applicable tariffs are inconsistent, the following shall be the order of precedence:

- 4.21.1 Applicable tariff;
- 4.21.2 Scope of Work (Exhibit B);
- 4.21.3 This Contract Document; then
- 4.21.4 Carrier Service Order (CSO).

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

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

4.22.2 **The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.22.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.**

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

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

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

4.24 **CONTRACTOR LICENSE REQUIREMENT:**

- 4.24.1 **The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.**
- 4.24.2 **Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.**

4.25 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

- 4.25.1 **The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:**
 - 4.25.1.1 **Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;**
 - 4.25.1.2 **have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;**
 - 4.25.1.3 **are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and**
 - 4.25.1.4 **have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.**
- 4.25.2 **Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.**
- 4.25.3 **The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.**

4.26 INFLUENCE

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

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

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

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

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

4.27 INCORPORATION OF DOCUMENTS:

The following documents are to be attached to and made part of this Contract. In the event the pricing and related terms in Exhibit A are inconsistent with those found in Exhibits A-1 through A-4, the pricing and related terms contained in Exhibits A-1 through A-4 shall control over those prices and related terms contained in Exhibit A.

4.27.1 Exhibit A, Pricing.

4.27.2 Exhibit A-1, QC Prices.

4.27.3 Exhibit A-2, QBSI Prices.

4.27.4 Exhibit A-3, QCC Prices.

4.27.5 Exhibit A-4, QIA Prices

4.27.6 Exhibit B, Scope of Work

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

Susan Baker
AUTHORIZED SIGNATURE

Susan Baker, Offer Management
PRINTED NAME AND TITLE

1801 California St, 3400, Denver, CO
ADDRESS

6-22-06
DATE

QWEST COMMUNICATIONS CORPORATION, solely on behalf of itself

Susan Baker
AUTHORIZED SIGNATURE

Susan Baker, Offer Management
PRINTED NAME AND TITLE

1801 California St, 3400, Denver, CO
ADDRESS

6-22-06
DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: Don Stepley
CHAIRMAN, BOARD OF SUPERVISORS

AUG 18 2006
DATE

ATTESTED:
Janet Campbell
CLERK OF THE BOARD

AUG 18 2006
DATE

APPROVED AS TO FORM:
Chris Smith
DEPUTY MARICOPA COUNTY ATTORNEY

8/16/06
DATE

PRICING

EXHIBIT A

EXHIBIT A-1

EXHIBIT A-2

EXHIBIT A-3

EXHIBIT A-4

EXHIBIT A-4
Updated Pricing for 2012

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The Contractor shall be the County’s Primary Contractor, responsible to provide labor, materials, transportation, equipment and other activities for, and reasonably incidental to the selling, provisioning, supporting, and maintaining the CS operational throughout the term of this Contract. It also includes furnishing, installing (includes proper tagging and notification of information to Buyer [i.e., BP #]), interfacing, operating, maintaining, monitoring, and accurate / timely billing of the CS described in this Contract.

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

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

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

2.0 CARRIER SERVICES CATEGORIES:

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

TABLE 2.1

Category Number	CS CATEGORY	Phase 1	Phase 2
1	TRANSPORT SERVICES, e.g.	YES	YES
	Trunk Lines (Analog, DS0, 1,3)	YES	YES
	Tie Lines (Analog, DS0, 1,3)	YES	YES
	Dedicated (Channelized / Clear Channel) Circuits (Analog, DS0, 1,3)	YES	YES
	SONET Transport (DS-3, OC3-48)	YES	YES
	Frame Relay PVC Services at Guaranteed CIR’s	YES	YES
	Frame Relay SVS Services (VCC/VCP)	NO	NO
	Other Packet-Based Circuit Services	YES	YES
	ATM	YES	YES
	Cell-Based Permanent Virtual Circuit Services (DS1-3 and OC3-48)	YES	YES
	Cell-Based Switched Virtual Circuit Services (DS1-3 and OC3-48)	YES	YES
	ISDN (BRI and PRI) Circuits	YES	YES
	Cable-Based and Wireless-Based Circuits	YES	YES
	XDSL Circuits	YES	YES
	Point-to-Point and Point-to Multi-Point Ethernet Services	YE	YES
	MPLS, MPLS Peering (Inter-Provider Carrier-to-Carrier)	YES	YES
	CWDM	YES	YES
	DWDM	YES	YES
	Lease of Dark Fiber	YES	YES
2	VOICE VALUE-ADDED SERVICES, e.g.	YES	YES
	Long Distance In-Bound Voice Services, On-Net and Off-Net, Intra-Lata, Inter-Lata or International, Credit Card	YES	YES
	Long Distance In-Bound Voice Services, 800,877 or 888 Services	YES	YES

Category Number	CS CATEGORY	Phase 1	Phase 2
	Dial-Tone Services over Multi-Service Links	YES	YES
	Messaging Services, including Voice Mail, Voice Messaging, Integrated Voice Response (IVR)	YES	YES
	Language Translation Services	YES	YES
	Operator-Based Services	YES	YES
	Audio Multi-Conferencing Unit (MCU) Bridging Services	YES	YES
3	VIDEO VALUE-ADDED SERVICES, e.g.	YES	YES
	Store and Forward MPEG 1 and MPEG 2 Services	NO	NO
	IP Multicast Services (H.323, etc.)	NO	NO
	Multi-Conferencing Unit (MCU) Services (H.320, H.323, H.324, T-120, etc.)	NO	NO
4	INTERNET SERVICE PROVIDER SERVICES (Redundant and Non-redundant), e.g.	YES	YES
	Tier-1 Internet Access	YES	YES
	Local Internet Access	YES	YES
	Access Server (Modem Pool) Services	NO	NO
	Electronic Mail Gateway Services, (e.g. SMTP, Proprietary Protocols)	YES	YES
	Virtual Private Networks (VPN)	YES	YES
	Virtual Private Circuits (VPC)	YES	YES
	Firewall Network Access Management Services (IP	YES	YES
	Electronic Data Interchange (EDI)	YES	YES
	Outbound Proxy	NO	NO
	Outbound URL Filtering	NO	NO
5	TECHNOLOGY MANAGEMENT SERVICES, e.g.	YES	YES
	Online CS Monitoring, Management and Documentation	YES*	YES*
	Summary CS Status & Performance Reports shall Summarize Actual CS Performance Relative to CS SLA Performance Criteria for All-Users and All CS	YES*	YES*
	Help Desk for All Subscription Services (new requests, change orders, troubleshooting, etc)	YES	YES
	Secured Access to Browser-Based (www) Data Warehouse System (ODBC and JDBC compliant) w/Flexible Query and Reporting for all Monitoring, Management and Documentation Parameters; Countywide Access (summary and detailed, current and historical information)	YES*	YES*
6	ADMINISTRATIVE MANAGEMENT SERVICES, e.g.	YES	YES
	Following Order, Status and Performance Parameters shall available to all Buyers:	YES	YES
	I. Trouble ticket tracking and reporting	YES	YES
	II. CS order history, status and associated termination	YES	YES
	III. Detail Account Records (Countywide, by service and customer)	YES	YES
	IV. Summary Account Records (Countywide, by service and customer)	YES	YES
	V. Repair History (Countywide, by service and customer)	YES	YES
	VI. Audit Logs (Countywide, by service and customer)	YES	YES
	VII. Exception Reporting (Countywide, by service and customer)	YES	YES
	VIII Monthly invoicing shall be distributed to each Buyer by CS-provided with consolidations at PHONE-NUMBER, service-type, location, county and Countywide levels	YES	YES
	IX. Summary Billing Reports shall include: Annual & Quarterly	YES	YES
	X. Total Revenue, All-Users, All CS, Countywide	YES	YES
	XI. Total Revenue, All-Users, All CS, Buyer	YES	YES

* Not all services are available for online monitoring or analysis; some reports are only available on limited ad hoc, as-needed basis.

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

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

3.0 IMPLEMENTATION OF SERVICES:

- 3.1 Conformity To Specifications And Special Instructions. All CS provided shall be in strict conformity with the Specifications / SLAs. If the instructions and Specifications contained in the Contract documents are not sufficiently clear to permit Contractor to proceed with installing or providing the requested CS, Buyer shall, upon request from Contractor, furnish additional instructions, together with such additional specifications as may be necessary. When Contractor makes such request, it must be made in ample time to permit the preparation of the instructions and specifications before the information is required by Contractor to meet the implementation schedule. Such additional CSO instructions and specifications shall be consistent with Contract documents, and shall have the same force and effect as if contained in the Contract documents.
- 3.2 Buyer Provided Equipment And Facilities. Buyer may provide at its own expense, certain equipment and facilities necessary to provide CS per this Contract, (e.g. terminating equipment, floor space, electricity, wall space, and support structures). Contractor shall identify requirements for Buyer-provided equipment and facilities in Contractor's Proposal, and Buyer assumes responsibility for providing same unless otherwise agreed.
- 3.3 Implementation of the project.
 - 3.3.1 Planning.
 - 3.3.1.1 Upon award, Qwest will assign a Project Manager along with project team members to work with the County's team to define the project Scope of Work. The Qwest Project Manager will lead the development of a detailed Project Plan that will outline the project tasks, assign responsibility, identify risks, and define the schedule for project implementation. Our project management approach relies heavily on detailed planning to ensure that the transition to new services is as transparent to end users as possible. The planning phase of the project includes the following items:
 - 3.3.1.1.1 Detailed design and technical review to ensure all segments of the Scope of Work have been identified.
 - 3.3.1.1.2 Preparation of detailed Work Breakdown Structure (WBS).
 - 3.3.1.1.3 Assign responsibility to each project task. A detailed list of roles and responsibilities will be prepared to ensure each team member is accountable for their part of the project.
 - 3.3.1.1.4 Development of project schedule using a software tool to develop a detailed Gantt chart. The project schedule will become the baseline for measuring the progress of the project.
 - 3.3.1.1.5 Establishment of Change Management Plan, which will outline the method of reviewing change requests and will include the team members who will be responsible for reviewing and approving change requests.
 - 3.3.1.1.6 Creation of Communication Plan, which will include regular meeting schedules, agreement on project documentation preparation and storage, escalation procedures, and project reporting structures.

3.3.1.1.7 Development of Cutover Plan, which will detail the steps required and personnel needed to transition to the new Qwest services. Cutover for a large project may require several phases as the implementation progresses.

3.3.1.1.8 Risk assessment and risk mitigation procedures development.

3.3.2 Implementation.

After the Project Plan is approved, the implementation will commence with the placement of network and equipment orders. The Customer will assist in preparation of each site and coordination of circuit installation. Network and equipment testing will be conducted prior to cutover. The Project Manager will maintain an Outstanding Issues Log to ensure that team members are held accountable for items that need to be completed and to ensure that open issues are followed through to completion.

3.3.3 Cutover/Transition.

A detailed Cutover Plan will be developed during the planning phase of the project that will outline all the tasks required to transition to the new Qwest services. This plan will also identify each organization and individual necessary to make the transition. The Qwest Project Manager will coordinate cutover schedules with Qwest, vendors, other carriers if applicable, and Customer personnel to schedule cutover during the maintenance window specified by the Customer. Contingency plans will also be in place in the event that prior service needs to be restored.

The Cutover Plan will also include testing procedures for the new services and Qwest will work with the Customer to determine the level of post-cutover support appropriate for the individual situation.

3.3.4 Project Closure.

Upon completion of the implementation, the Qwest Project Manager will compile the documentation for the services installed including circuit identification, equipment lists, and network diagrams. Detailed contact information for maintenance and repair services will also be provided. A closure meeting will be held with the Customer to review the documentation and ensure that the project is completed according to specifications. The Qwest Account Consultant will review the first invoice for each new service to verify accuracy.

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

Time frames depend on the type of service being implemented. Non-fiber based services are delivered according to a standard due date interval. Fiber based services generally involve construction. Time frames are estimated on an individual case basis dependent upon the scope of work as defined by engineering planners.

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

In order to facilitate a successful installation of services at the County's locations, and to ensure that you will receive the best service possible, Qwest will need you to provide the following:

3.3.6.1 Access to the site during working hours.

3.3.6.2 Adequate rack or wall-mount space. This will vary depending on the service installed.

- 3.3.6.3 Grounded power circuit(s) for the equipment installed. This will also vary depending on the service installed.
 - 3.3.6.4 Customer local contact name and number for each installation site. This person will be responsible to arrange access to the site and to accept service.
 - 3.3.6.5 The Customer will be responsible for the wiring of the connection for the installed services beyond the service demarcation.
 - 3.3.6.6 If new fiber services are being provisioned at the Customer sight, additional responsibilities for providing entrance conduit and space will be required.
- 3.3.7 Description of the cutover (placing the CS in service) process, including "flash cut" (all at once, Buyer-by-Buyer) case and phased implementation (different elements of CS cutover at different times) case.
- 3.3.7.1 Throughout each phase prior to actual cutover, the Project Manager will schedule pre-cutover meetings with the appropriate resources including the Customer local contact. The cutover plan will identify the maintenance window or time the cut should occur, on and off site support needed to facilitate the cut activity, and a contingency plan in the event that service needs to be restored.
 - 3.3.7.2 Cutover Approach.
 - 3.3.7.2.1 In preparation for the cutover, Qwest will pre-test and loop-up the circuit in the Customer equipment rooms at all locations.
 - 3.3.7.2.2 Qwest encourages Customer participation in pre-testing, where feasible. Potential technical problems can be identified and resolved prior to the official cutover by pre-testing the new Qwest circuits and new or reconfigured Customer equipment.
 - 3.3.7.2.3 Qwest will pre-test circuits through the equipment. All T-1s will be available for pre-testing six business days prior to the date of the cut.
 - 3.3.7.2.4 The recommended approach is for Qwest to pre-test the new T-1s and T-3s through their equipment with a remote Qwest/LEC tester. If existing equipment will be used, the test may be scheduled during the Customer's change management window.
 - 3.3.7.2.5 Once Qwest and the Customer have agreed that sites are ready, the Customer will schedule the test and turn up with the Qwest Project Manager.
 - 3.3.7.2.6 Activations may be scheduled up to one day in advance; off-hours must receive Qwest authorization in advance. Normal hours of activation are 7 a.m. to 11 p.m. EST.
 - 3.3.7.2.7 A conference bridge will be set up for the activations.
 - 3.3.7.2.8 Participants for site activations:
 - Customer technical contact, remote or onsite
 - Customer site contact – required
 - Qwest technician
 - Qwest/LEC remote tester
 - Qwest Project Manager
 - 3.3.7.2.9 At time of activation, the Customer will have premise equipment installed. Qwest will run loops to the premise and confirm

connectivity is established. The Customer contact will provide verbal acceptance.

3.3.7.2.10 Private line loops can be accessed without test/turn up with Qwest. However formal acceptance is required by the Customer in order to close out the install order. The circuit will not move to 24 x /7 post install monitoring until the circuit has been accepted by the Customer.

3.3.7.2.11 After 48 hours of Customer circuit acceptance, the install order is closed and services handed to the 24 x 7 post-install support team.

3.3.7.2.12 Upon cutover of each site, the Project Manager will ensure that the Customer has the appropriate contact and escalation list.

3.3.7.3 Contingencies in the event of an unsuccessful activation.

3.3.7.3.1 If the data migration is not successful, the Contractor implementation group shall follow the trouble through to resolution;

3.3.7.3.2 If new equipment is in use, this event will not be service impacting;

3.3.7.3.3 If routers or PBX programming have been reconfigured, the previous configurations will need to be restored by the Customer technical support;

3.3.7.3.4 Customer responsibilities will include providing access to the site and equipment vendor support if applicable.

3.3.7.4 Assumptions

3.3.7.4.1 Delivery of some circuits may be delayed outside of Contractor standard intervals due to provisioning and/or facility issues;

3.3.7.4.2 Parallel system will be in place prior to cutover;

3.3.7.4.3 Activations may be scheduled on any given night of the week or weekend during The Customer's change management window;

3.3.7.4.4 Further understanding of the network, equipment and site specific requirements is necessary before detailed scope of work and project plan are developed;

3.3.7.4.5 Phases will overlap to meet implementation timeframes;

3.3.7.4.6 Buyer may request extension of service past demarc before development of the cutover plan.

3.4 Implementation Support.

The following is a list of the project team members related to this Contract.

3.4.1 Project Manager.

3.4.2 System Design Engineer.

3.4.3 Sales Engineer.

3.4.4 Installation Manager.

- 3.4.5 Equipment Technician.
- 3.4.6 Wiring Technician (generally a subcontractor).
- 3.4.7 Global Account Manager.
- 3.4.8 Account Consultant.
- 3.4.9 Service Manager.

3.5 Quality Programs.

Project Management best practices principles shall be applied to facilitate the seamless execution of any service migration or new installation. Qualified personnel will ensure the implementation is completed in accordance with contractual terms and obligations. Methodology is continuously improved during the project close-out phase - to adapt to new requirements or change processes based on a particular project experience - by conducting post-project quality analysis which focuses on end-user satisfaction.

3.6 Major CS Implementation Plan.

- 3.6.1 Contractor shall adhere to the following plan during all major CS implementations (i.e., CS implementations involving 10 or more service sites and / or PVC's).
- 3.6.2 Required Elements.
 - 3.6.2.1 Project schedule milestone (Gantt) chart
 - 3.6.2.2 Itemization and schedule of all Buyer supplied items
 - 3.6.2.3 Field implementation requirements
 - 3.6.2.4 Field quality assurance requirements
 - 3.6.2.5 CS Test Plan, as detailed below
 - 3.6.2.6 Continuous verification of Billing System accuracy as incremental CS are implemented.

3.7 CS Test Plan.

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

- 3.7.1 CS operational testing
- 3.7.2 Cut-over testing.

3.8 CS Operational Testing.

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

3.9 CS Cutover.

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

- 3.9.1 Staging users onto the CS by location and by individual service provided, with proper prior user notification;
- 3.9.2 Monitoring of all individual CS provided; and
- 3.9.3 Coordination with all necessary support groups to expeditiously resolve problems.

3.10 Contract Phasing.

TABLE 3-1

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

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

3.11 Supplemental Requirements.

3.11.1 Right to Interface.

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

3.11.1.2 Contractor shall provide CS terminations (e.g., copper cross-connect blocks, etc.) at Contractor's minimal point of presence (MPOP) if such equipment is within 150 feet of the closest Premises Demarc. Buyer, at its option may choose to extend CS from the Contractor provided CS interface to its equipment.

3.11.2 Operations and Maintenance.

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

counted as “service outages” unless Contractor provides a minimum of 30-day notice prior to scheduled Service Release period and Buyer approves.

3.11.3 Buyer Right to Transfer CS.

A Buyer may assign or transfer the use of services provided under the Contract where there is no interruption of use or relocation of the services. Such assignment or transfer may be made to another Buyer, whether an individual, partnership, association, or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services and the unexpired portion of the minimum period and the termination liability applicable to such services, if any. In all cases of assignment or transfer, Qwest’s written acknowledgment, which shall not be unreasonably withheld, is required prior to such assignment or transfer. The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

3.12 Warranties.

3.12.1 Service Uptime Warranty. Contractor shall warrant that all provided CS will operate in substantial conformance with all requirements stated in the “Service Level Agreement” portion of this Scope of Work. The sole and exclusive remedy for any breach of this warranty shall be the remedies set forth in the Service Level Agreement portion of this Scope of Work.

3.12.2 Performance Warranty. Contractor shall be given 30 calendar days in which to cure unsatisfactory or nonperformance of a service, after which, if Contractor fails to make a particular CS operate per the “Service Level Agreement,” Buyer shall be entitled to terminate the specific CS Agreement without penalty immediately upon written termination notice to the Contractor.

3.12.3 Buyer may terminate a CS Agreement without liability for any early termination or cancellation charges either for Cause (as defined herein) or pursuant to any specific termination right extended to Buyer under the terms of the Contract, Service Level Agreement (SLA), Service Schedule, and/or Tariff. For purposes of this Provision, “Cause” means the failure of a party to perform a material obligation under the specific CS Agreement, which failure is not remedied upon thirty (30) calendar days’ written notice. The sole and exclusive remedy for any breach of this warranty shall be the remedies set forth in the Service Level Agreement portion of this Scope of Work.

3.13 Non-Recurring and Termination Charges.

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

3.13.2 County shall have no liability for individual Buyer’s termination of that Buyer’s CS.

3.13.3 Buyer’s sole liabilities for early termination of CS are stated in this section.

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

3.13.3.2 Buyer’s Early Termination Cost. If Buyer disconnects CS for any reason during the initial 24-month period associated with a given CSO, then Buyer’s only obligation to Contractor shall be to pay to the remainder of the 24-month period, so long as the applicable tariff(s) permits Contractor to depart from any other Termination Liability provisions otherwise required in the tariff(s).

- 3.13.4 After the initial 24-months associated with a given CSO. If Buyer disconnects all or part of CS associated with a given CSO after 24-months with that CS in-force, the termination charge for that CS shall be ZERO (\$0.00), so long as the applicable tariff(s) permits Contractor to depart from any other Termination Liability provisions otherwise required in the tariff(s).
- 3.13.5 All termination charges shall be waived when the Buyer discontinues CS and ALL of the following conditions are met: The waiver shall not apply to changes between regulated and unregulated or enhanced products and services.
 - 3.13.5.1 Buyer signs a new CSO with the same Contractor for any other CS of equal or greater value than the termination liability.
 - 3.13.5.2 The order to discontinue CS and the order to establish new CS are received by Contractor within a 30 day interval,
 - 3.13.5.3 Buyer agrees to pay any previously non-disputed, billed but unpaid, recurring and non-recurring charges.

3.14 Quality Assurance.

3.14.1 Monitoring and Re-Routing.

Re-Route Time. Maximum circuit re-route time shall be non-discernible (i.e., non-disruptive to the user) for all traffic types on all circuits that are DS-3 or larger in total bandwidth and are provisioned with Self-Healing Alternate Route Protection (SHARP) or Self-Healing Network Services (SHNS).

3.14.2 Standards Compliance.

3.14.2.1 General. As products and services provided under this Scope of Work are standard, commercial offerings, Contractor shall comply with accepted industry standards.

3.14.2.2 Contractor shall comply with all quality, environmental and safety laws and regulations, including related Federal Communications Commission (FCC) and AZ Corporation Commission (ACC) Rules and Regulations.

3.14.2.3 Contractor will use ISO 17799 as the underlying framework for its Information Security program along with other applicable standards and best practices. Contractor will also use audits and assessments conducted by both internal and external parties to ensure program effectiveness.

3.14.2.4 Contractor will provide security to ensure integrity and confidentiality of customer and company information in support of its telecommunications services. These practices will include implementing industry leading controls specifically in the areas of personnel, systems and facility security, which are guided by comprehensive security policies, standards and guidelines. Contractor will also employ comprehensive business continuity and disaster recovery measures and controls to ensure the availability of customer and corporate networks. Only those personnel with a need to know are permitted both physical and logical access to Contractor and customer resources. Likewise, Contractor systems that support its services are protected via industry leading practices, including access, authorization and auditing controls. Contractor's network elements are protected via logical and physical security measures, all of which are controlled and auditable.

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

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

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

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

3.14.4 Acceptance Testing of All Major CS Implementations.

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

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

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

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

3.14.4.5 If the Performance Period Acceptance Testing is not completed within 90 calendar days of the Contractor's CSO Initiation date or the pre-negotiated installation date, Buyer shall have the option of terminating the CSO, without penalty or of authorizing Contractor in writing an extension of the Performance Period deadline.

The pre-negotiated installation date is the service implementation due date agreed to by the Contractor and Buyer prior to the order being accepted by the Contractor. Contractor understands the CSO Initiation date to be the date the Contractor has accepted the Buyer's order and not the service implementation due date. It may be possible that the Buyer's service implementation due date, based on negotiation prior to order acceptance, may exceed 90 calendar days from the CSO Initiation date.

3.15 Customer Support and Problem Resolution Requirements.

3.15.1 Account Team Support.

Name: ~~R.E. (Bob) Bobbett, Global~~ **Dawn Jehorek, Major** Account Manager
 Telephone: (602) 512-~~2513~~ **2535**
 E-Mail: ~~robert.bobbett@qwest.com~~ dawn.jehorek@centurylink.com
 Mailing Address: 4041 N Central Ave., Suite 1801, Phoenix, AZ 85012
 Responsibilities: Provides single-point-contact responsibility for County / Qwest CS issues.

Name: Karen Brown, Account Consultant
 Telephone: (602) 512-2506
 E-Mail: karen.brown@qwest.com
 Mailing Address: 4041 N Central Ave., Suite 1801, Phoenix, AZ 85012
 Responsibilities: Designs, orders and implements new services for all County entities.

Name: Steve Kalomas, Systems Engineer
 Telephone: (602) 512-2511
 E-Mail: steve.kalomas@qwest.com
 Mailing Address: 4041 N Central Ave., Suite 1801, Phoenix, AZ 85012
 Responsibilities: Provides Engineering support for: high capacity fiber-based offerings; data CPE; Internet Access; LAN / WAN design; and maximizing existing infrastructure and technology assets.

Name: Jean Killingsworth, Service Manager
 Telephone: (602) 512-2525
 E-Mail: jean.killingsworth@qwest.com
 Mailing Address: 4041 N Central Ave., Suite 1801, Phoenix, AZ 85012
 Responsibilities: Dedicated resource for our Government and Education customers. Jean is responsible for the resolution of service problems, outages and SLA issues.

Name: David Ward, Service Delivery Coordinator
 Telephone: (206) 808-3252
 E-Mail: david.ward@qwest.com
 Mailing Address: 1600 7th Ave., Suite 6, Seattle, WA 98191
 Responsibilities: Provides inside service and ordering support for designated customers. Handles orders for analog DS-0 services through to DS-1 (T-1) services.

3.15.1.2 Trouble Reporting, Escalation and Mean Time to Repair.

3.15.1.2.1 When the Buyer determines that service has been disrupted they should call the appropriate Contractor repair bureau and initiate a repair ticket. Contractor will begin the repair process and notify the Buyer as needed. The Buyer may also call Contractor at any time for an update of the progress of the repair. If at any time the Buyer is not satisfied with the progress of the repair or they would like

additional information, they may contact the Contractor's Service Manager who will provide information and/or escalate as needed.

3.15.1.2.2 For services that are proactively monitored, Contractor will notify the Buyer that an outage has occurred and will report the ticket number to the Buyer. The repair process will begin or continue and the customer will be updated by the Contractor tester as needed. If at any time the Buyer is not satisfied with the progress of the repair or they would like additional information, they may contact the Contractor's Service Manager who will provide information and/or escalate as needed.

3.15.2 Ongoing Optimization.

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

3.15.3 CS design resources shall include:

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

3.15.3.2 Installation support and testing.

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

3.15.4 CS design services shall incorporate:

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

2.8.4.2 Certification test labs support.

3.15.5 Conflict with Tariff.

Where conflicts exist between Contractor's Tariff and Contract Documents, the terms of the applicable tariff(s) control over the terms of the Contract Documents to the extent required by applicable law.

3.16 General Billing Requirements.

3.16.1 Standard Elements Required.

The following basic billing data shall be made available:

3.16.1.1 Usage statistics.

3.16.1.2 Applicable discounts.

3.16.2 Electronic Billing Data and Associated Software Packages.

Billing data in electronic form and associated software package(s) to the Buyer is preferred, in order to:

3.16.2.1 Conduct trending analysis.

3.16.2.2 Conduct traffic analysis.

3.16.3 Billing Analysis.

Contractor shall provide Quest Control, eBill Companion and BillMate services for analyzing billing data.

3.16.4 Management Reporting.

Contractor shall provide eBilling Manager.

3.16.5 Payment of Taxes.

Buyer shall pay all applicable taxes imposed on it by law. Such taxes shall be included in the billing. Contractor is responsible for all other taxes. Contractor may pass-through to Buyer, those taxes permitted to be passed through pursuant to law and custom.

3.16.6 Billing Address.

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

3.16.7 Billing Media.

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

3.16.8 Billing Detail.

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

3.16.9 Billing Pro-Rated CS.

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

3.16.10 Timeliness of Billing.

Invoicing for QCC CS shall at all times be in-arrears, though, QC services bill 30 days in advance. Invoices for payment shall be provided Buyer 30 calendar days in advance of the payment date for the billed services. Contractor and Buyer agree to process invoices as per the SLA.

3.16.11 Billing Adjustments.

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

3.16.12 Billing Disputes.

Failure by Buyer to pay any portion of the entire invoiced amount based on Contractor billing errors or disputed charges shall not constitute default under this Contract. Buyer will pay undisputed portions of disputed or incorrect invoices where Buyer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Buyer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties. If the Buyer chooses to receive a Summary Bill from Contractor and disputes any charges, the Buyer must provide Contractor the details of the disputed amount including the account number, amount in dispute and the reason for the dispute by the payment due date.

3.16.13 Billing Agent.

Contractor may arrange for an Agent (which may be an approved Subcontractor) to prepare and submit invoices for Service in its name, and collect same, however responsibility for accuracy and correctness of the invoice remains with Contractor. If Contractor exercises this option, payment to the invoicing Subcontractor by Buyer is deemed constructive payment to Contractor. Contractor shall promptly notify Buyer 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.

3.17 Carrier Service Orders.

3.17.1 Service Order Requirements.

3.17.1.1 All orders for CS shall be placed by Buyer issuing a written CSO to Contractor. A CSO may be issued by Buyer for CS offered under Section 2.0, herein. The CSO is required only when ordering a product that will require a new contract number. One contract number will be assigned per product class for services that do not require Automated Quote Contract Billing (AQCB) funding approval. Once a contract number has been established for a particular product class, subsequent service order requests may be sent via e-mail using the current Work Order format. The same information will appear on the Work Order as on the CSO; however, a signature is not required. It will be assumed that the previously established contract number and expiration date will be applied to the new service being ordered unless special instructions are provided. Buyer may require Contractor to assist in CSO preparation by providing necessary CS description, operating parameters, and interface information. Contractor shall provide this assistance at no added cost to Buyer. Each CSO shall be approved and issued by the Buyer or its authorized representative, as follows:

3.17.1.2 Each CSO shall include, but not be limited to, the following information: ·

3.17.1.2.1 Date of the Order

3.17.1.2.2 Order (CSO) Number

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

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

3.17.1.2.5 Billing address and instructions

3.17.1.2.6 Reference to related CSOs

- 3.17.1.2.7 A list or description specifying the quantity, type and special options and/or provisions of the CS.
- 3.17.1.3 Contractor shall acknowledge receipt of all Orders. Contractor shall notify the Buyer in writing or electronically, within two (2) days of Order receipt. Buyers may accept verbal Order acknowledgement when time and circumstances require.
- 3.17.1.4 Contractor shall acknowledge acceptance of all Orders. Contractor shall notify the Buyer, in writing or electronically, within five (5) days of Order receipt. Orders that are not accepted or not specifically rejected by Contractor within the five (5) days shall be considered accepted. Buyers 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.
- 3.17.1.4.1 Contractor may refuse to accept a CSO or provide services to other state, city or local sub-political governmental entities authorized to purchase services/products under this Contract (“non-County Buyers”) upon a commercially reasonable basis, including, without limitation, the payment and/or credit history of a non-County Buyer.
- 3.17.1.5 Buyer may modify a CSO only by a written/electronic instrument signed by Buyer's authorized representative. Contractor may modify a CSO only with Buyer's written/electronic concurrence. Any unauthorized modification by Contractor shall, at Buyer's option, cause the CSO to be void.
- 3.17.1.5.1 Buyer may, at any time prior to Contractor's acceptance of a CSO, modify the CSO, in whole, or in part. Buyer shall have no liability for making such modifications or cancellations.
- 3.17.1.5.2 Buyer may modify or cancel an Order after Order acceptance. Contractor may modify Orders as authorized by the Buyer. 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 Buyer's option, cause the Order to be void. Buyer liability for modifications or cancellation made after Offer 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 charges for products and services in the Order. Buyers 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.
- 3.17.1.6 . Buyer may, at any time prior to Contractor's acceptance, cancel the CSO, in whole, or in part. Buyer shall have no liability for such cancellation. If a CSO is canceled subsequent to Contractor's acceptance, then Buyer's liability shall be limited to the full cost of all non-recoverable expenses incurred, not to exceed the non-recurring charges for the CS ordered on the CSO, plus any special construction charges. Contractor shall separately quote such construction charges, which shall be subject to review and acceptance by Buyer. If accepted Buyer shall issue a CSO. Notwithstanding the foregoing, should Buyer cancel a CSO due to Contractor's failure to perform in a timely manner, then Buyer's liability to Contractor shall be limited to the cost of CS already accepted and in use by Buyer.

3.17.1.6.1 For purposes of this section, non-recurring charges shall be defined as all non-recoverable expenses including special construction and any one time charges for the products and services in the order. These charges do not apply if Contractor is in default

3.18 Pricing.

3.18.1 Price Adjustments.

Contractor’s base price and term pricing include volume discounts. Every Buyer, regardless of the volume of purchase, or the dollar amount of its individual purchase, shall receive the benefit of the volume discounts from Contractor. This approach to volume discounts benefits the County by eliminating the need for the County and Contractor to track volume purchases and re-rate Customers’ services when a new volume commitment is obtained. All Buyers benefit immediately, regardless of volume committed to by the County

3.18.2 Tariff-Based Pricing.

Contractor declares that, if their pricing is tariff-based, that all filings of tariff(s) which results in potentially higher pricing (recurring and non-recurring) for any or all offered CS shall not affect the pricing of CS via this Contract, except in those situations where the applicable tariff(s) or law permits Contractor to depart from the pricing otherwise stated therein.

3.19 Service-Level Agreement.

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

3.19.1 Account Team Responsiveness (CS Pricing and Availability)

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

TABLE 3-2

Class No.	Service Descriptor	Metro Area Maximum Time (Days) (Notes 1~2)	Rural Community (City or Town) Maximum Time (Days) (Notes 1~2)	Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement (Note 3)
1	Pricing of standard CS	3	3	Monthly Report
2	Availability of standard CS	3	5	Monthly Report
3	Pricing of single non-standard CS, one location	10	10	Monthly Report
4	Availability of single non-standard CS, one location	10	15	Monthly Report
5	Pricing of single non-standard CS, multiple locations	10	10	Monthly Report
6	Availability of single non-standard CS, multiple	15	15	Monthly Report

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

Notes:

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

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

TABLE 3-3

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

Class No.	Service Descriptor	Metro Area Maximum Expected Installation Time (All Years) <u>and</u> Rural Community Maximum Expected Installation Time After First Year of Contract (Days) (Notes 1~3)	Rural Community (City or Town) Maximum Expected Installation Time During First Year of Contract (Days) (Notes 1~3)	Service Credit When Contractor is Non-Compliant with Specific SLA Requirement
7	Voice value-added services	15 w/o Construction 50 w/Construction	30 w/o Construction 80 w/Construction	Same As Above
8	Video value-added services	20 w/o Construction 60 w/Construction	40 w/o Construction 90 w/Construction	Same As Above
9	Internet-related services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
10	CS management and monitoring services	10 w/o Construction 30 w/Construction	20 w/o Construction 60 w/Construction	Same As Above
11	CS billing services	5	5	Same As Above
12	CS reporting services	5	5	Same As Above

Notes:

- All response times are stated as “working days” (i.e., 5-day weeks with the County Holidays excepted) from date of acceptance of written order to date of operational service. Add 10 days for “loop qualification” where necessary.
- Buyer and Contractor may negotiate a different Installation Time when the Contractor declares, before it accepts the CSO, that it cannot provision the requested CS within the Maximum Expected Installation Time. If, upon the completion of the Negotiated Installation Time, the Contractor has not provisioned the CS, Contractor is subject to the same SLAs and Service Credits as stated herein.
- Without construction is defined as with the physical infrastructure or facilities, such as fiber, copper and or equipment, in place and without need of repair. With construction is defined as without the physical infrastructure or facilities, such as fiber, copper in place and / or in need of repair.

3.19.3 Billing and Payment Intervals

TABLE 3-4

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

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

TABLE 3-5

Class No.	Service Descriptor (Note 3)	Metro Area Maximum Repair Time (Hours) (Notes 1~2)	Rural Community (City or Town) Maximum Repair Time (Hours) (Notes 1~2)	Service Credit when Contractor is Non-Compliant with Specific SLA Requirement
1	Contractor phone response time for all CS inquiries and failures	0.33 After Alert	0.33 After Alert	Monthly Reports + 5%/Class/ Incident of the Monthly Pricing of the Affected Service for the Repair and Escalation Interval Class(es) not Adhered to.

2	Contractor “line-test and report by phone to buyer” response time for all CS failures	0.5 After buyer approval to test	0.5 After buyer approval to test	Same As Above
3	Contractor MaxTTR for all “C/O level” protocol-corrections	1	2	Same As Above
4	Contractor MaxTTR for all “non-C/O level” protocol-corrections	1	2	Same As Above
5	Contractor “on-site response time for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	4	Same As Above
6	Contractor MaxTTR for all CS failures associated with Contractor’s on-premises equipment or trouble-shooting	2	8	Same As Above

Notes:

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

3.19.5 Up-Time Service-Level Performance

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

TABLE 3-6

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

Class No.	Service Descriptor	Required Performance Level (24 /7 / 365 basis) (Note 1)	Service Credit when Contractor is Non-Compliant with Specific SLA Requirement
	<u>bit error rate</u> shall not exceed a 1x10 ⁻⁸ threshold	1%/Mo/Ckt-Data	
6	DS3, OC-x Metro Ethernet dedicated circuit, <u>background bit error rate</u> shall not exceed a 1x10 ⁻⁸ threshold	0.05%/Mo/Ckt-Voice 0.05%/Mo/Ckt-Data	Same as Above
7	DS0 and DS1 dedicated circuit, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.9%/Mo-Voice 99.9%/Mo-Data	Same as Above
8	DS3, OC-x and Metro Ethernet dedicated circuit, end-to-end uptime, based on SNMP monitoring, shall always exceed	99.99%/Mo-Voice 99.99%/Mo-Data	Same as Above
9	Packet- and cell-based circuit, <u>end-to-end up-time</u> based on SNMP monitoring, shall always exceed	99.9%/Mo	Same as Above
10	Packet- and cell-based circuit, <u>CRC and misaligned frame rate</u> , based on SNMP monitoring, shall not exceed	0.005%/Mo	Same as Above
11	Cell-based circuits shall not exceed current ATM FORUM QoS, CBR, UBR, VBR requirements and tolerances, including latency tolerances, based on SNMP monitoring.	99.999%/Mo	Same as Above
12	Critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.99%/Mo	Monthly reports + 25% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of + 5%/hour for all subsequent hours/month of sub-par service level
13	Critical data services, <u>end-to-end up-time</u> , based on SNMP monitoring, shall always exceed	99.99%/Mo	Same as Above
14	Super-critical voice services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Monthly reports + 50% of the monthly pricing of the affected service for the first hour of sub-par service level, with increase of +10%/hour for all subsequent hours/month of sub-par service level.
15	Super-critical data services, <u>end-to-end up-time</u> , based on equipment monitoring, shall always exceed	99.999%/Mo	Same As Above
16	For the following CS categories, service outages shall <u>not</u> exceed	1 per 6 Mo per Ckt	Same As Class 1
16a	I Packet-based & Cell-based services		
16b	II Internet-related services		
16c	III Metro Ethernet services		

Note:

- Contractor is required to provide 24/7 uptime service performance for those Buyer facilities that are available to the Contractor for necessary physical repairs, etc, such that Contractor can maintain the specified uptimes.

Contractor shall provide a minimum of 7:00am thru 7:00pm, Monday thru Friday coverage for Buyer facilities that are not available on a 24/7 basis. All critical and super-critical services shall be 24/7/365 basis.

3.19.6 Quarterly Service-Level Agreement Reporting Criteria

TABLE 3-7

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

3.19.7 Annual Service-Level Agreement Reporting Criteria

TABLE 3-8

Class No.	Annual Reporting Criteria	Reporting Interval (months)	Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement
1	<p><u>Strategic Partnership Performance Criteria</u></p> <p>1a Pursue activities that promote quality of service to the users of CS</p> <p>1b Assess emerging technologies and their applicability to required CS</p> <p>1c Plan and Progress Report for continuing optimization of CS availability/reliability (redundancy, alternative routing, etc.)</p>	12	Monthly Report
2	<p><u>Annual CS Forecast</u></p> <p>2a County and Contractor shall jointly forecast total Contract revenue (recurring and non-recurring) for the next 12-month period</p>	12	Same As Above
3	<p><u>Annual CS Re-Optimization Study</u></p>	12	Same As Above

Class No.	Annual Reporting Criteria	Reporting Interval (months)	Reporting Requirement to County when Contractor is Non-Compliant with Specific SLA Requirement
<p>3a</p> <p>3b</p>	<p>Contractor shall include in its Base-Offer, an <u>Annual CS Reoptimization Study</u> of the CS provided by the Contractor during the time period. This study should indicate the various ways Buyers can reconfigure their CS to optimize both the Contractor’s infrastructure and the Buyer’s benefits. Annual study reports shall be due to County 30days after each anniversary date of this Contract.</p> <p>Contractor shall assess the actual revenues and CS deployment levels (and report to County): Adjust CS rates per Contractor’s Pricing and Discount Schedules.</p>		

3.19.8 The County’s primary locations are within the Phoenix Metropolitan Area.

3.20 Security Requirements.

Various Buyers have specific access and security requirements (e.g., undercover service lines and circuits). Subject to applicable law and labor agreements, the Contractor must adhere to the Buyer’s existing access and security policies, subpoena requests, background investigations, etc. Background investigations will not directly conflict with existing Contractor labor agreements. The individual’s consent will be obtained before commencement of a background investigation.

3.21 Safety Standards.

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

3.22 Confidentiality of Records.

The Contractor shall maintain procedures and controls for the purpose of assuring that no information contained in its records or obtained from the County or from others carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract, including determining if County would benefit from other services offered by Contractor, or as allowed under applicable law or regulation. Persons requesting such information shall be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, including determining if County would benefit from other services offered by Contractor, or as allowed under applicable law or regulation, unless otherwise agreed to in writing by the County. County expressly authorizes Contractor to use information, including Customer Proprietary Network Information, as set forth in this provision.

3.23 Tax.

It is the responsibility of the Contractor to determine any and all taxes applicable under this Contract. Contractor shall pass through only those taxes permitted to be passed through to Buyer pursuant to law and custom. All taxes set forth on Contractor invoice will be summarized in the tax section and will also be separated at the product account ID-level where applicable.

3.24 Delivery.

In the event of a material breach by Contractor with respect to delivery of a particular product or service under the Contract, which is not cured within the 30 day cure period, Contractor shall be liable to the Buyer for costs of cover incurred by the Buyer in procuring a replacement product or service so long as the Buyer: (1) procures a substantially similar product or service under the same terms and conditions as provided in the Contract; (2) procures such product or service for the same term as the term applicable to the product or service being replaced; and (3) otherwise takes all reasonable steps to mitigate the amount of costs incurred.

3.25 Telecommunications Service Priority.

3.25.1 Telecommunications Service Priority (TSP) is the regulatory, administrative, and operational system which authorizes and provides priority treatment in the provisioning and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services.

3.25.2 NSEP Service refers to telecommunications services that are needed to maintain a state of readiness. They are used to respond to and manage any event or crisis (local, national, or international) that:

3.25.2.1 Causes, or could cause injury or harm to the population;

3.25.2.2 Causes, or could cause damage to or loss of property; and

3.25.2.3 Threatens the NSEP posture of the United States.

3.25.3 All potential NSEP service users must meet certain qualifications to be assigned to the TSP System. Federal agencies request TSP assignments directly from the TSP Program Office in Washington DC. Non-Federal government users must be sponsored by a Federal organization. The purpose of sponsorship is to ensure that a service merits a TSP assignment.

3.25.4 TSP requests can be made via the internet, fax, or mail to the Office of Priority Telecommunications (OPT) at the NCS. The TSP "Service User Manual" provides complete information on the TSP System and is available via the internet or upon request from the OPT. It is the customer's responsibility to initiate the request with the NCS Office. Requests can be sent to:

Manager-National Communications System
Attention: OPT
701 South Court House Road
Arlington, VA 22204-2198
Telephone #: (703) 607-4933
Fax #: (703) 607-4937
E-mail: TSP@NCS.GOV
Internet: <http://tsp.ncs.gov>

3.25.5 The basic steps for obtaining TSP are as follows:

3.25.5.1 The telecommunications service must first qualify to be a NSEP service.

3.25.5.2 The service user sends the request to the OPT. Non-Federal users send their request to their sponsoring Federal agency as identified by the OPT.

3.25.5.3 Once a request is received, the OPT will issue a TSP Authorization Code to the user. The service user will then provide that code to the service vendor.

3.25.6 TSP services fall into two categories:

3.25.6.1 Emergency services are those newly ordered services so critical as to require provisioning at the earliest possible time, without regard to the service user's cost.

3.25.6.2 Essential services are all other NSEP services assigned restoration and/or provisioning priorities with the TSP System.

3.25.7 TSP services may be for:

3.25.7.1 Restoration Only (Restoration means the repair or returning to service);

3.25.7.2 Installation Only (installation of new service); or

3.25.7.3 Restoration AND Installation.

ARIZONA RATES:			
PRIORITY STATUS	JURISDICTION	NON-RECURRING	MONTHLY
Installation -Invocation (Emergency Priority Level)	FCC	\$128.00	N/A
	STATE	\$140.00	N/A
Restoration -Level Implementation (adding Restoration Priority Level)	FCC	\$128.00	N/A
	STATE	\$140.00	N/A
Restoration -Level Change Only (used when changing Restoration Priority Level)	FCC	\$6.00	N/A
	STATE	\$5.00	N/A
Restoration -Administration/Maintenance (bills the recurring charge)	FCC	N/A	\$1.30
	STATE	N/A	\$1.60

3.26 Disaster Recovery.

Contractor's Disaster Recovery Solutions shall provide customers with flexible data recovery options that give customers greater flexibility in recovering their data in the event of a disaster and shall offer end-to-end business resumption options ranging from simple infrastructure restoration to application recovery and restoration. In addition, Contractor's disaster recovery solutions include:

3.26.1 Business Continuation Routing (BCR): An AIN based call forwarding service that allows a business to reroute their incoming voice calls to an alternate site, or to individual alternate telephone numbers in the event of an emergency. The primary intent is to provide customers with the ability to develop and pre-program a disaster recovery capability.

- 3.26.2 Flexible and mobile disaster recovery locations: Data recovery can now be executed from the customer premise, a Contractor-hosting facility or an alternate location giving businesses greater flexibility to tailor a recovery location and time suited for their business needs.
- 3.26.3 Quick-ship delivery of disaster recovery equipment: Contractor can deliver full-functioning data centers anywhere in the United States within 24 hours providing businesses with swift recovery options sent directly to their door (3059).

3.27 Sensitive/Undercover Service Lines.

- 3.27.1 Upon request, services shall be installed with a small business pseudo name and billing address. Notes on the account will have no reference to the undercover or sensitive nature of the location.
- 3.27.2 Subpoenas are referred to the Contractor Security Department at 303-896-2522 for processing. Records will be provided as required per the subpoena. Notification of any subpoena requests for information on Sheriff's Office services provided by Contractor will be given to the Telecommunications Technology Director.

3.28 Plans to Protect Services During Light Rail Construction.

- 3.28.1 Since 2000, Contractor has been developing mitigation procedures for Stray Current potentials that will be directly related to the Valley Metro Transit Light Rail. Since 2001, Contractor has participated in the Local Utility Committee meetings since 2001.
- 3.28.2 Contractor contracted Telcordia Technologies [circa 2001] to provide a report, "Telcordia Assessment of the Central Phoenix/East Valley Light Rail Transit project IMPACT on Qwest Plant."
- 3.28.3 Recommendations included:
 - 3.28.3.1 DC Stray Current Survey: Recommends that the entire length of the proposed Light Rail Route be measured for existing stray current using DC current meters and a ½ cell. The testing recommended that each utility vault within 100 feet of the proposed track be tested and documented for existing DC current flow on all utility cables, utility vault components, and grounding. Additionally, Reference Electrodes ½ cells were used to document potentials at each site. The survey is continuing.
 - 3.28.3.2 Lead Cable Replacement: Historically, telecommunications facilities have used lead sheathed cable in downtown core environments. Contractor has developed a replacement process and will continue to remove lead sheathed cables as required.
 - 3.28.3.3 Grounding: Qwest follows the National Electrical Safety Code (NESC) and Qwest Technical Document "77355, Grounding – Central Office and Remote Equipment Environments". All metallic cable shields, cases, and utility vault structures are bonded and grounded in each utility vault as well as in the main Central Office (CO) cable vault.
 - 3.28.3.4 Insulating Joints: Contractor COs employ a Ground Electrode System, which is extremely efficient. Because of that efficiency, the CO grounding system could pick up stray DC current or provide a low impedance path to ground. In order to avoid that, Contractor continues to install Insulating Joints on ALL telecommunications cables that enter any CO with facilities parallel to the Light Rail Track. Currently seven COs are being evaluated. The installation process of the Insulating Joints was designed by Contractor Technical Support.

3.28.3.5 Plant Relocation: Contractor Technical Support has designed a procedure to mitigate stray DC voltage by installing Sacrificial Anodes at any utility vault required to be moved and/or upgraded due to Light Rail Construction.

3.29 Battery Test Intervals and Replacement.

Contractor will perform battery tests at least every six (6) months.

3.30 Contractor Additional Related Services.

- QC
- 211, 311, 511 & 711, 811 (N11 Dialing Services)
- 911 Services (911, ETB, EPN): Contractor is a single source for networking, hardware, software, service and database maintenance for 911 solutions. Contractor has built strategic alliances with recognized leaders in public safety hardware and database maintenance services. Their skills, combined with Contractor's advanced network capabilities, provide the Public Safety Answering Points (PSAPs) with exceptional information accuracy and detail. 911 Solutions include products such as Basic 911, Enhanced 911, Emergency Transport Backup (ETB), Emergency Preparedness Network (EPN), Private Switch/Automatic Location Identification (PS/ALI), Cell Trace and Cell Trace Plus
- Analog Trunks: A trunk is a point-to-point connection between a customer's PBX and a Contractor Central Office. A trunk can provide inbound-only, outbound-only, two-way, or toll service. Customer have the flexibility to choose the combination of trunks that match its needs
- Application and Database Support
- BillMate®
- Broadband Access Aggregation Service (BAAS)
- Business Continuation Routing (BCR)
- Business Voice Messaging Service (BVMS): Business Voice Messaging Service is an enhanced service that answers incoming calls placed to the customer when their telephone is busy or not answered. The subscriber's line forwards calls to a Call Forward Number (CFN) which terminates at a Voice Response Unit (VRU) located in a centralized Contractor location. BVMS allows customers to record a personal greeting of up to 90 seconds in length. After listening to the greeting the caller then has up to three minutes to leave a detailed message.
- Call Queuing Service
- Centrex Management System
- Centrex Prime: IP Centrex Prime™ allows IP enabled CPE to be used with Contractor's existing central-office based Centrex Prime architecture, enabling customers to reduce transport costs and increase productivity. IP Centrex Prime service continues the Centrex tradition for reliable, standard based, cost effective and feature-rich managed telecommunications service. IP Centrex Prime offers a VoIP-managed service that is comparable to IP PBX's and call manager's. Existing Centrex customers can migrate to IP Centrex Prime service on a phone-at-a-time, department-at-a-time, or location-at-a-time basis. While Contractor's IP Centrex Prime service lends itself to existing Centrex service, it is equally attractive for new service applications. IP Centrex Prime service

should be considered every time customers want a central office-based voice solution, need an adjunct to a PBX, or whenever an aging telecommunications platform is being replaced. Combined with Contractor's Desktop CPE, Voice Mail, Call Center and Long Distance Service solutions, IP Centrex Prime is a powerful, total managed service platform that is competitive to any available alternative.

- Centron
- CO-ACD: CO-ACD gives customers the ability to manage and track incoming calls without investing in expensive hardware. It provides an equal distribution of call volume to pre-designated groups of answering positions, known as agents. Provides call centers with highly flexible call management, including allocating calls to secondary groups at specified call waiting thresholds. Allows call centers to improve management by avoiding long waiting times and blocked calls. Trims personnel costs by avoiding over staffing to handle peak periods. Provides the ability to make dynamic changes to meet the requirements of the moment, such as agent and routing assignments. Minimizes start up expenses and time. Improves customer service by allowing certain calls to be assigned to selected agent groups. Is fully compatible with Qwest's total CTI product.
- CPE - Data
- CPE - IP Telephony
- CPE - Video
- CPE - Voice
- Digital Switched Services (DSS): Digital Switched Service (DSS) provides digital exchange service for PBX customers. It provides a digital transmission facility (DS1) at the speed of 1.544 MBPS between the customer's premise and the Contractor's central office switch. DSS includes a DSS facility, common equipment, local exchange switching and flat usage and measured resale trunks for access to the local exchange and toll networks. Each DSS facility utilizes 24 channels which may be configured as either basic or advanced trunks, as defined below, or a combination of both types of trunks. Rates and charges include touch-tone.
- Direct Inward Dialing (DID)
- DSL
- In-Region Toll - IntraLATA 5123
- Intercept Services
- IP Centrex Prime
- IP Centrex Prime Compatible CPE
- ISDN Primary Rate Service: ISDN PRS offers the power to create a seamless communications system that speeds and smoothes the flow of information without the expense of dedicated lines, modems and special cabling. Primary Rate Service links the PBX to the Contractor's advanced central office systems to provide the global, digital connectivity and the full functionality of Centrex service.
- Primary Rate Service is a comprehensive digital network architecture allowing users around the world to transmit voice, data, video and image - separately or simultaneously - over standard telephone lines or fiber optic circuits via standard interface. A single ISDN channel is a fast and flexible information management tool, but Primary Rate Service is

two dozen times more powerful - bundling 24 ISDN channels for delivery to customer's premises.

- The Primary Rate Service configuration is known as 23B+D: 23B channels for transport of voice, data, video, and image at 64 Kbps., plus a single D channel for call setup and control. The 23B channels can be used as is, or rearranged in a wide variety of ways to accommodate highly-specific user needs.
- ISDN Single Line Service (SLS)
- LAN Switching Services (LSS)
- Market Expansion Line (MEL): Qwest Market Expansion Live (MEL) allows a customer to provide a local geographic identity, with a phone number representing that community, without requiring a physical location in that area. The service includes a courtesy white-page listing and a yellow page listing in the DEX directory. Calls to MEL will be forwarded automatically from the central office (CO) to another telephone number of the customer's choice
- Network Access Registers (NARs)
- Private Line In-region Analog
- Private Line In-region DDS
- Private Line In-region DS1
- Private Line In-region DS3
- Private Line In-region Geomax: Qwest GeoMax service is a high speed, high capacity, multi-protocol data- networking solution. The service combines dense wave division multiplexing (DWDM) technology with diverse interoffice fiber facilities, 24/7 proactive network monitoring and aggressive service level agreements (SLAs) to provide a total robust finished service. GeoMax uniquely supports both native and proprietary protocols, e.g., IBM mainframes as well as industry standard protocols such as synchronous optical network (SONET) and Ethernet. Another key advantage DWDM technology offers is the transparency to the data riding on it. It is bit rate and protocol independent, thus guaranteeing customers the 100 percent throughput and low latency their applications demand.
- Private Line In-region SHNS – Technology: Qwest Self-Healing Network Service (SHNS) provides a failure-resistant telecommunications network. SHNS offers a service arrangement that provides high-capacity digital services between multiple customer-designated premises (Access Nodes) within a Local Access Transport Area (LATA) and a minimum of one Qwest Wire Center (Hub Node). The service will survive in the event of any single failure within the Self-Healing Network. The service is designed to automatically detect a service degradation or a single failure anywhere within the system and reconfigure itself around the point of failure to ensure a near continuous flow of information between those locations that are within the survivable network. Under certain circumstances, the SHNS network is capable of surviving multiple failures as well.
- Private Line In-region SST: Qwest Synchronous Service Transport (SST) is a point-to-point private line that is the next logical step in the evolution of voice, data and video transport. SST offers the connectivity and a variety of capacities to accommodate customer's needs. SST is provisioned on single-mode, fiber-optic cable and employs only the highest-quality, carrier-class equipment. SST utilizes Synchronous Optical

Network technology (SONET) for transmission at speeds of OC-3 at 155.52 Mbps, OC-12 at 622.08 Mbps, OC-48 at 2.49 Gbps and OC-192 at 9.95 Gbps.

- Private Switch/Automatic Location Identification Service (PS/ALI)
- Qwest Business Line Volume Purchase Plan (QBVLPP)
- Qwest Choice Bundles
- Qwest.net: Qwest.net is the Internet vehicle to take customer's business from startup to maturity. Qwest.net integrates telephony and data communications to provide business customers unique access capabilities delivering quality, value and convenience.
- Qwest Metro Optical Ethernet - QC (QMOE - QC)
- Qwest Metro Optical Ethernet (MOE) - QC service combines the power of Ethernet and optical technologies across metropolitan area networks (MANs) to provide low cost, scalable and secure bandwidth. Qwest MOE - QC provides local area network (LAN)-to-LAN connectivity between two or more customer locations within a metro area. The Qwest MOE - QC solution is based on distributed Layer 2 switching and shared transport data bandwidth, and is suitable for data applications. QMOE service is available in buildings served by select wire centers throughout the 14-state local service area.
- Traffic Data Report Service: Traffic Data Report Service (TDRS) provides customers a printed summary of their traffic data on certain network facilities, e.g., individual access lines, multi-line hunt groups, network access registers, CENTRON system features, etc. Reports are available on a one-week, one-month or an ongoing basis.
- Uniform Access Solution (UAS)
- ATM Domestic: Qwest provides a Domestic Network Diversity Services™ (Diversity) feature as an additional service offering to QCC ATM service, and as one of the network transport options within the Qwest iQ Networking™ Business Protection Service (iQ BPS) application portfolio. At the customer's request and where available, Qwest will provide a second physically separate QCC ATM connection that is provisioned and maintained distinct from the customer's primary QCC ATM circuit.
- Audio Conferencing: Qwest Conferencing services are the preferred way for a virtual enterprise to conduct important meetings. We offer a complete suite of products for all conferencing needs, including Reservationless (audio) Conferencing, Operator Assisted, Document Sharing Web Conferencing and Streaming. Our conferencing services ride on the robust, reliable Qwest fiber network so your customer gets solid, secure, dependable, crystal-clear connections – whether they are conferencing across the street or around the world.
- Business Protection Service
- CPE - Data
- CPE - IP Telephony
- CPE - Video
- CPE - Voice
- Directory Assistance: Qwest National Directory Assistance (NDA) Service provides the calling party with:

- Telephone numbers available from Qwest's National Directory Assistance Operator for the 50 United States - a maximum of two requests per call.
- Information that the subscriber has requested the number not to be given out to the public.

- Information that the name requested does not appear on the records.

- Information regarding the address/zip code associated with the telephone number request. When a caller dials 411, 1+411, 555-1212 or 1+/0+ NPA 555-1212, the speech recognition technology (DA Plus) will greet the customer and collect the city, state and listing information. The system will recognize and direct NDA requests to operators who have access to the NDA database. When a caller dials 0- requesting connection to NDA, the long distance operator will transfer the customer directly to the NDA operator.

- Directory Assistance (Large Business): Qwest Large Business Directory Assistance allows customers to reach Qwest Directory Assistance agents via a toll-free number. By consolidating directory assistance requests, the customer receives a volume discount. When dialing the toll-free number, the customer will receive: National directory listings Toll-free listings Reverse listings (provide the telephone number and the agent will provide the name and address) Up to two listings per call Customer must commit to 55,000 Directory Assistance calls a month to receive discounted rates.

- Disaster Recovery

- eBill Companion

- EZ Route

- Frame Relay Domestic: Qwest provides a Diversity feature as an additional service offering to QCC Frame Relay Service on an individual case basis (ICB), and as one of the network transport options within the Qwest iQ Networking™ Business Protection Service (iQ BPS) application portfolio. At the customer's request and where available, Qwest will provide a second physically separate QCC FR connection that is provisioned and maintained distinct from the customer's primary QCC FR circuit.

- Hosting Services

- Integrated Management: Qwest Integrated Management is a complete and fully integrated product suite designed to provide your customers comprehensive out-tasking of part, or all, of their data network. Your customers can focus on their specific business needs and core competencies, while Qwest manages their data network. Qwest Integrated Management brings inherent out-tasking advantages to the customer, such as lower network costs and minimized personnel complexities, as well as continuously updated technology and policies. Enterprise customers can be confident that Qwest is effectively and efficiently managing their data network.

- Intelligent Pre-Route (IPR): Qwest Intelligent Pre-Route (IPR™) is a Qwest network-hosted Intelligent Call Manager (ICM) service that directs incoming toll-free calls to the appropriate destination directly from the toll-free network. IPR communicates with premises-based call centers to determine the location, group, or individual best available to handle the incoming call.

- International Data & IP

- International Long Distance (ILD)

- International Toll Free/Universal International Freephone (ITFS/UIFN)

- iQ Networking--Domestic: Qwest iQ Networking is a new suite of wide area networking services that powers customers' business operations on our application-aware network. Qwest iQ Networking offers a converged networking service based on leading technologies that allow your customers to build choice networks using legacy ATM and Frame Relay protocols, as well as advanced IP-centric, multi-protocol label switching (MPLS)-based solutions. Qwest iQ Networking is tuned to your customer's applications, and is supported by a consultative buying experience. Not only does Qwest iQ Networking provide superior technology and universal access, it offers service and support on your customer's terms. From a single, accountable one-call-resolve support structure, to convenient, quick Web-based management and reporting tools, your customers can rest easy knowing their network partner has their best interests in mind.
- iQ Networking--International
- Local Access: Qwest (QCC) Local Access, commonly referred to as the local loop, is the network connection between the QCC national network access point of presence (POP) or network access point (NAP) and the customer premises (business addresses only).

Qwest Local Access is part of an end-to-end customer solution that includes QCC national network products such as Domestic Private Line, Qwest iQ Networking (including Internet access), ATM, Frame Relay, Private Routed Network, Hosting and Dedicated Voice.

There are three different types of Qwest Local Access: Qwest Provided Access (QPA), Customer Provided Access (CPA) and Cross Connect Access (CCA). Qwest also provides different local access transport protocols including time division multiplexing (TDM), synchronous optical network (SONET), Ethernet, Wavelength, Frame Relay and ATM.

- Local Access: Reverse Multiplexing
- Long Distance (Outbound)
- Managed Services Platform
- Metro Private Line
- Migration Assistance
- National Directory Services
- OneFlex VoIP Suite - Home
 - OneFlex Hosted VoIP: Qwest OneFlex Hosted VoIP is an IP application that provides real-time, two-way voice capability in IP over a broadband connection. Qwest OneFlex Hosted VoIP offers a new fully-hosted service that replaces the need for a premises-based phone system and the multiple vendors required to provide popular applications like voice mail and integrated messaging. The features and applications are delivered to a customer's handset via a single dedicated Internet access pipe. These features can be individually customized by the user through a personalized Web portal. For the business, the solution provides centralized management and control, allowing the business to perform their moves, adds and changes (MACs) from an Internet connection. This solution is hosted on Qwest's carrier-grade network, not the Internet. The applications were built with a browser-based model in mind, making it easy for the customer to administer, manage and update their features (such as speed dial keys, handset templates and MACs). Therefore, a private branch exchange (PBX) is not required, only phones. Qwest OneFlex Hosted VoIP service gives the users the same voice quality to which they are accustomed with their own

PBX—unlike other VoIP solutions that may transport voice traffic over the Internet.

- OneFlex Integrated Access: Qwest OneFlex Integrated Access is an Internet Protocol (IP)-based solution that integrates local and long-distance voice with Internet access on a single connection. It uses Voice over IP (VoIP) technology to give customers the advantage of using the entire circuit for Internet access when phones are not in use. Voice traffic has priority over data. When phones are in use, the bandwidth is automatically allocated from data to voice.
- OneFlex Managed IPT: Convergence is here, now. More and more, businesses rely on real-time communications infrastructures and applications to make them more competitive, increase efficiency, reduce costs and save time. Qwest OneFlex Managed Internet Protocol Telephony (IPT) gives them a single source to maximize the potential of today's convergence movement.
- Operator Services: Are you including Qwest Operator Services as a part of your complete bundled package offer to your customer's requests for information (RFIs) and requests for proposal (RFPs)? The Qwest Operator Services organization provides full sales and service support to all Qwest channels for a full suite of traditional Operator Service offerings. If your customer communications are with:
 - Hotels/motels (*domestic and international*)
 - Hospitals (*domestic and international*)
 - Medical centers
 - Universities/colleges
 - Government (*state, local and federal*)
 - Correctional facilities
 - Private payphone owners

The types of Operator Services are:

- Operator Services: Government
- Operator Services: Hospital
- Operator Services: Hotel/Motel
- Operator Services: Correctional Facility
- Operator Services: International
- Operator Services: Payphones
- Operator Services: Universities
- Private Line Domestic: Qwest Domestic Private Line service provides a complete range of protected, point-to-point services for digital business requirements on a synchronous optical network (SONET).
- Private Line International
- Private Line QWave: Qwest QWave is an economical option for a private line service for inter-exchange carriers (IXCs), cellular operators, banks and financial institutions, government organizations and enterprise customers who want greater control and visibility of their broadband services. This service is an optical wavelength product offering that utilizes dense wave division multiplexing (DWDM) technology. Qwest QWave provides high capacity bandwidths of OC-48 and OC-192. Customers requiring a protection path need to purchase a second wavelength and implement protection switching by the customer's equipment. Qwest QWave provides transparency for network management purposes and this is a fully managed service. The customers are relieved of the burden of managing their own fiber and repeater stations - as in dark fiber solutions. In addition, Qwest QWave can provide a viable alternative where dark fiber is not available.

- Professional Security Services
- Q Routing: Q Routing is a Qwest network-hosted contact-center service that provides a virtual contact-center operation without the complex integration of multiple premises-based platforms. Q Routing uses the Qwest network to route calls utilizing direct network-to-agent, skills-based routing, based on the customer's business rules, without requiring premises-based equipment.
- QSearch
- QWCC: Qwest Web Contact Center (QWCC) is an interactive voice response (IVR) and speech recognition platform that integrates with customer applications, developed using the industry standard Voice XML programming language. QWCC can work as a stand-alone application platform, or integrate with customer Web applications and databases, automatic call distribution (ACD) and other vendor IVRs using computer telephony integration (CTI).
- QWCC Developer Network Program
- Qwest Business Line Volume Purchase Plan (QBVLP)
- Qwest Choice Bundles
- Qwest Choice Business, Long Distance & DSL: Qwest new Choice packages have a simple, easy-to-understand structure with aggressive pricing on existing Qwest products and services. These new packages help make communication decisions simple, easy and cost effective for your customer. Qwest Choice packages are flexible and customizable based on your customer's needs and time frame.
- Qwest Connect
- Qwest Control
- Qwest Loyal Advantage (QLA)
- Qwest Metro Optical Ethernet - QCC (QMOE - QCC)
- Qwest Total Advantage
- Qwest Voice Advantage
- Remote Access: Qwest Remote Access is a multi-faceted service, targeting the mobile business traveler who requires Internet access or connectivity to their corporately managed network environment while on the road. At Qwest, there is an energized focus on this market segment. The remote access product suite has evolved from a base dial-up service with standard end-user client services, to a multi-faceted, cutting-edge service. Remote Access can incorporate a premium access and VPN client that supports dial-up and broadband access, ability for real-time software management, end-user communication, enhanced reporting and more. In addition, Qwest Remote Access customers can now benefit from expanded access options, global dial-up functionality and advanced Wi-Fi mobile access.
- Storage / Backup
- Telco Collocation Service: Qwest Telco Collocation service offers Qwest IP and transport customers the option to lease space in a Qwest point of presence (POP), a remote collocation site or a collocation hotel. These facilities are located in unregulated locations and are not located within the Qwest's regulated central offices. Qwest provides

space and DC power adapted for telecom equipment that is physically or virtually adjacent to the Qwest transport backbone. Qwest provides collocation as a bundled service available only as an enhancement to the customer's IP and transport offerings. It is also available in the transactions involved with dark fiber sales transactions.

- Toll-Free Domestic: Qwest Domestic Toll Free service is a technologically advanced offering helping businesses maintain close contact with their customers. Toll-free service provides a cost-effective method for customer contact and support for pre and post sales, order taking, product support, general information and other key customer service functions.
- Universal International Freephone/International Toll Free (UIFN/ITFS)
- Virtual Network Services
- VPN International
- VPN, Firewall and Security Services: Qwest VPN is a secure, managed and scalable suite of IP-based solutions based on high performance platforms designed to minimize network management as well as the operational and financial burdens imposed by other wide area networking (WAN) and security technologies. Completely flexible, Qwest VPN is modular in design, enabling enterprise customers to implement VPNs tailored to their specific business requirements and network infrastructures.
- Wholesale Dial
- Wireless
- worldcard®

CENTURYLINK, 1801 CALIFORNIA ST, 25TH FLOOR DENVER, CO 80202
QWEST COMMUNICATIONS, 20 E. THOMAS ROAD SUITE 1700, PHOENIX, AZ 85012
4041 N CENTRAL AVENUE 18TH FLOOR, PHOENIX, AZ 85012

PRICING SHEET: NIGP CODE 91576, 91577

Terms: NET 30

Vendor Number: ~~W000002446 X~~ **2011000420 0**

Telephone Number: ~~602/512-2513~~ **2535**

Fax Number: 602/279-5250

Contact Person: ~~Robert Bobbett~~ **Dawn Jehorek**

E-mail Address: Robert.Bobbett@qwest.com dawn.jehorek@centurylink.com

Company Web Site: www.qwest.com

Certificates of Insurance Required

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