Response to State of Arizona Telecommunications & Broadband Provider Services Solicitation

Solicitation No:ADSP014

10/9/2014

Submitted by:

Melissa Branham

Suddenlink™ Business

Subject Matter Expert – Education & Government

903-714-2775 ~ Office

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This proposal is confidential and proprietary to Suddenlink Business Services and neither the proposal nor the information contained herein shall be shared by Customer with any third party without the prior written approval of Suddenlink. This proposal is valid for 60 days.

Offer and Acceptance

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

Solicitation No: ADSPO14-00004241
Description: Carrier and Broadband Provider Services

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Mercury Voice & Data, LLC d/b/a Suddenlink Communications
Company Name

1601 S. Plaza Way
Address

Flagstaff AZ 86001
City State Zip

stephen.tulloh@suddenlink.com
Contact Email Address

Signature of Person Authorized to Sign Offer

Stephen E. Tulloh
Printed Name

V.P. Sales - West
Title

Phone: 806-771-6043

Fax: 806-771-6099

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization ___ IS/ ___ IS NOT a small business with less than 100 employees or has gross revenues of $4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as Contract No.

_____.

The effective date of the Contract is _____.

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

State of Arizona
Awarded this day of 20

Procurement Officer

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OFFEROR QUESTIONNAIRE

1. Cost Proposal:

1.1 Scenarios. Offerors are required to select and describe, as requested, all of the following scenarios for which they have provided firm fixed pricing for services described within Attachment II, failure to do so may result in an Offeror being deemed non responsive. Each scenario has intentionally been left without a service address as well as a county, as to not hinder an Offeror from responding based on the areas in which they provide service. Offerors are to state within their response to each scenario which county they are going to provide the service for within the Scenario so that it can be cross referenced with Attachment II.

Each scenario response shall have the following data provided:

- County to provide the scenario service;
- Corresponding Arizona Service ID as identified within Attachment II;
- MRC, if applicable to the service requested within the scenarios chosen; and
- NRC, if applicable to the service requested within the scenarios chosen.

1.1.1 Scenario One: Analog Line

Service requested: One (1) analog voice line with three features (transfer, call forward, and caller ID). Include cost to extend past demarcation point to customer provided location.

Suddenlink Response: Mohave County, AZVS-0001. Coax cable delivery utilizing eMTA. Coax to be extended within building to location of existing phone cabling if applicable. MRC $22.95 NRC $49.95

1.1.2 Scenario Two: Metro Ethernet.

Service requested: Metro Ethernet for 20Mbs Access with minimum 2Mbs CoS/QoS.

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.3 Scenario Three: MPLS or equivalent

Service requested: MPLS or equivalent, Bandwidth 3Mbps. Include cost to extend past demarcation point.

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.4 Scenario Four: PBX ALI

Service requested: PBX ALI added to existing DID ranges (XXX)XXX-5780 thru 5999 And (XXX)XXX-7000 thru 9999. That is a total of 3,220 DID's.

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.5 Scenario Five: MPLS with Ethernet Port service or equivalent

Service requested: MPLS Transport w/ Ethernet Port service at minimum line rate of 150 Mbps

Suddenlink Response: Mohave County, AZCN-0078. MRC $950 NRC $1500 Service will be delivered via Fiber to customer premise on Suddenlink provided equipment with 1000 BaseT or Optical handoff as required by customer.

1.1.6 Scenario Six: Stand Alone Internet Access service

Service requested: Stand Alone Internet Access with bandwidth of 50 Mbps download and 10 Mbps upload (must be provided with bundled DSL modem or Cable modem)

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.7 Scenario Seven: High Speed Internet Access service

Service requested: High speed Internet Access service from Internet Point-of-Presence to customer location with bandwidth of 1Gbps. (Describe the transport and access service proposed)

Suddenlink Response: Coconino county, AZIA-0012. MRC $12,500 NRC $5,000 Service will be delivered to customer location via dedicated fiber from local MTC to customer premise and handed off via 10Gbps capable fiber port. Customer should specify optical wavelength preferred at time of order. Either SM/1310nm or MM850nm are available. Transport is over multiple 10Gbps long-haul circuits. Nearest POP to be determined by routing protocols and source/destination of traffic, this could include Dallas, Phoenix, and San Jose.

1.1.8 Scenario Eight: Managed WiFi Access-Point service

Service requested: Managed WiFi Access-Point service with 100 Mbps Download and 10 Mbps upload "Best Efforts" Internet connection

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.9 Scenario Nine: PRI

Service requested: Two (2) PRI that will terminate on existing DS3 with 20 DID, 2B Call Transfer, N1-2, and 10 digit dialing. Include cost to extend past demarcation point.

Suddenlink Response: Suddenlink is not able to deliver PRI on a bundled DS-3 Interface. Suddenlink delivers PRIs over a fiber-optic infrastructure.

1.1.10 Scenario Ten: Fiber Lease service:

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Service requested: Lease of one dedicated pair of dark fiber, configured as a ring comprised a set of point-to-point routes, This ring will consist of 5 locations; the provider's point-of-presence (PoP) [location, A] and four customer locations (B,C,D,E). Locations A to B are connected by two 1-mile physically diverse routes of existing fiber. Location B to C, C to D, D to E, and E to B are each 5 mile point-to-point routes. Assume that all routes except A to B will require new fiber construction. Provide estimated conceptual Lease NRC and Lease and Maintenance MRCs and desired contract terms to be negotiated. Conceptual pricing shall include any provider assumptions with regard to demand aggregation Note fiber services are assumed by the state to be offered under Infrastructure expansion terms.

Suddenlink Response: Suddenlink does not offer on this level of service.

1.1.11 Scenario Eleven: Regional transport network. Provide estimated conceptual Lease NRC and Lease and Maintenance MRCs and desired contract terms to be negotiated. Conceptual pricing shall include any provider assumptions with regard to demand aggregation.

Service requested: Three Node Off-Net MPLS Ethernet Port Network Bundled with VPN Access,

Managed Router and MPLS Transport Service at Minimum Line Rate of 10 Gbps between each node. Each Node and its managed router is located at a customer location in a separate community. Each community is separated from the nearest other community by an average distance of 30 miles.

Suddenlink Response: Suddenlink does not offer on this level of service.

2. Method of Approach: The Offeror shall provide a narrative response to each question that demonstrates the understanding of the Scope of Work and describes your company's overall method of approach for providing the services stated in this solicitation. Within the Offeror's response, the narrative shall include:

2.1 E-Rate. Offeror shall provide the following information in response to this Request for Proposal to be considered for future business with E-Rate Eligible Entities. If Offeror is choosing not to do business with E-Rate Eligible Entities for the duration on a resultant contract, please state that in lieu of providing the number requested below.

Service Provider Identification Number (SPIN): 14303555

2.2 Categories to be offered by County. Offeror shall confirm in writing, utilizing the table provided below, which of the five (5) categories they want to be considered for award. Within each cell please state one of the following responses:

2.2.1 Yes. Meaning that the Offeror will provide this selected category to the entire county.

2.2.2 Yes w/exception. Meaning that the Offeror will only provide this selected category to certain cities. If this is a chosen response by the Offeror shall complete the table in section 2.3.

2.2.3 No Bid. Meaning that the Offeror will not provide this selected category within the specific county.

County	Category 1 Circuits & Networks	Category 2 Voice Services	Category 3 WiFi	Category 4 Internet Services	Category 5 Fiber Services
Apache County	No Bid	No Bid	No Bid	No Bid	No Bid
Cochise County	No Bid	No Bid	No Bid	No Bid	No Bid
Coconino County	Yes w/exception	Yes w/exception	Yes w/exception	Yes w/exception	No Bid
Gila County	Yes w/exception	Yes w/exception	Yes w/exception	Yes w/exception	No Bid
Graham County	No Bid	No Bid	No Bid	No Bid	No Bid
Greenlee County	No Bid	No Bid	No Bid	No Bid	No Bid
La Paz County	Yes w/exception	Yes w/exception	Yes w/exception	Yes w/exception	No Bid
Maricopa County	No Bid	No Bid	No Bid	No Bid	No Bid
Mohave County	Yes w/exception	Yes w/exception	Yes w/exception	Yes w/exception	No Bid
Navajo County	No Bid	No Bid	No Bid	No Bid	No Bid
Pima County	No Bid	No Bid	No Bid	No Bid	No Bid
Pinal County	No Bid	No Bid	No Bid	No Bid	No Bid
Santa Cruz County	No Bid	No Bid	No Bid	No Bid	No Bid
Yavapai County	Yes w/exception	Yes w/exception	Yes w/exception	Yes w/exception	No Bid
Yuma County	No Bid	No Bid	No Bid	No Bid	No Bid

2.3 Excluded Cities Serviced by County. Offeror shall confirm in writing, utilizing the table provided below, which jurisdictions cannot be services within a specific county in which they have selected to be considered for award in the above table.

County	Specific jurisdiction excluded
Apache County	Entire County
Cochise County	Entire County
Coconino County	Page, Lechee, Page Area, Munds Park, Williams, Parks, Williams Area, Tuba, Grand Canyon Village, Valle, Fredonia, Kaibito, Tusayan, Cameron, Moenkopi, Leupp, Tonalea, Bitter Springs, Tolani Lake, Supai
Gila County	Beaver Valley, Tonto Village, Washington Park, Whispering Pines, East Verde Estates, Kohls Ranch, Mead Ranch, Bear Flat, Freedom Acres, Flowing Springs, Globe, Central Heights Midland, Miami, Claypool, Six Shooter Canyon, Wheatfields, Icehouse Canyon, Pinal, Copper Hill, East Glove, Cutter, Glove Area, Geronimo Estates, Tonto Basin, San Carlos, Peridot, San Carlos Area, Young, Gisela, Deer Creek, Rye, Gesela Area, Christopher Creek, Hunter Creek, Christopher Creek Area, Hayden, Winkelman, Hayden Area, Canyon Day, Top-of-the-World, Dripping Springs, Cedar Creek, Jakes Corner, Haigler Creek, Roosevelt, Rock House, Carrizo, El
Graham County	Entire County
Greenlee County	Entire County
La Paz County	La Paz Valley, Quartzsite Area, Bouse, Brenda, Vicksburg, Utting, Bouse Area, Salome, Wenden, Cibola, Poston, Alamo Lake, Sunwest
Maricopa County	Entire County
Mohave County	Arizona Village, Mesquite Creek, Katherine, Golden Valley, Walnut Creek, So-Hi, Lazy Y U, Pinion Pines, Clacks Canyon, McConnico, Beaver Dam, Scenic, Littlefield, Beaver Dam Area, Golden Shores, Dolan Springs, Meadview, Valle Vista, Antares, Valle Vista Area, Colorado, Centennial Part, Cane Beds, Colorado Area, Peach Springs, White Hills, Chloride, Pine Lake, Oatman, Wikieup, Yucca, Kaibab, Moccasin, Kaibab Area, Truxton, Hackberry, Valentine, Crozier, Hackberry Area, Topock, Grand Canyon West
Navajo County	Entire County
Pima County	Entire County
Pinal County	Entire County
Santa Cruz County	Entire County
Yavapai County	Prescott, Prescott Valley, Chino Valley, Williamson, Paulden, Dewey-Humboldt, Cordes Lakes, Mayer, Spring Valley, Prescott Area, Clarkdale, Jerome, Cottonwood Area, Corville, Black Canyon, Congress, Yarnell, Peeples Valley, Yarnell Area, Bagdad, Wilhoit, Seligman, Ash Form
Yuma County	Entire County

2.4 Compliance to Requested Services by Category: Any exceptions taken but not documented as instructed below will be deemed invalid and will not be considered.

The Offeror has read, understands and shall comply with all Services requested within Section 4 of the Scope of Work within this Request for Proposal. Offerors that accept the States requests shall check YES to clearly indicate their acceptance. Offerors who take exceptions shall check NO, and clearly indicate the exception according to the instructions below.

☐ YES, I acknowledge that I have read and understand the requested services to be provided within each category in which my firm is bidding, my Firm shall comply by providing all with in any resultant contract.

XX☐ NO, I acknowledge that I have read and understand the requested services to be provided within each category in which my firm is bidding, my Firm shall comply with the exceptions listed below.

Exceptions (If checked NO)

2.4.1 Offerors that take exception to any requested services shall justify their exception as well as propose alternate language for the State's consideration. Exceptions shall be within a separate document appropriately titled "Service Exceptions" and contain the paragraph number from the Scope of Work, rationale for exception and the proposed alternate language. Additional pages may be added as long as all exceptions are submitted as one document. Any exceptions not contained and submitted on this form or attached document shall not be reviewed or contained in any resultant contract.

Suddenlink Response: Acknowledge – See attached Service Exceptions document.

2.4.2 Please note that exceptions taken to the Requirements described in the Scope of Work, the Instructions, or the Terms and Conditions of this solicitation may negatively affect the final evaluation score of the Offer. Both the number of exceptions and the severity of the exceptions can affect your score and may result in your Offer deemed non-responsive for this solicitation.

Suddenlink Response: Acknowledge – See attached Service Exceptions document.

2.5 Expanding Geographic Availability for Tariffed and Non-Tariffed carrier telecommunication Services. Offerors who are registered CLEC's shall identify their strategy for establishing agreements with ILEC's in areas open to competition as defined by the Arizona Corporation Commission necessary to provide end-to-end service in these area. Agreements shall be in effect at Contract award, if not already in place. If Offeror is not a CLEC, please state so as your Firm's response to this question.

Suddenlink Response: Offeror is a CLEC. Suddenlink offers services in and around areas where our sister cable entities have franchise agreements. We have no plans that I am aware of to expand our CLEC activities.

2.6 Broadband Expansion. If your Firm is not wishing to participate in the Broadband expansion portion of a resultant contract, please state that as your response to this question. If your Firm wants to be considered for award within this provision please respond to the following questions accordingly.

2.6.1 Offeror shall provide their five (5) year plan for building new broadband infrastructure to and within regions or communities in which the Provider currently has no or insufficient broadband infrastructure and for which they intend to provide services under this contract.

2.6.1.1 At a minimum the plan shall include the following information:

2.6.1.1.1 Scope of Work.
2.6.1.1.2 Key Personnel, with contact information.
2.6.1.1.3 Responsibilities of Contractor and Customer.
2.6.1.1.4 Time Line.
2.6.1.1.5 Installation Cost, broken down by time and material.
2.6.1.1.6 Final Acceptance, service switched on date.

2.6.2 Offeror shall provide detailed maps of their current and planned broadband infrastructure in KMZ or an equivalent digital format for counties in which they intend to offer services under this contract, such maps need not include served buildings or any direct or indirect information with regard to served customers.

2.6.3 Submit to semi-annual meetings. Offeror shall state their compliance to having semi-annual meetings with the State Procurement Office and the ASET-Broadband department to provide assurance that commercially reasonable progress has been accomplished against their submitted infrastructure plans.

Suddenlink Response: Suddenlink does not wish to participate in the Broadband Expansion option.

3. Capacity of Offeror: The Offeror shall provide a narrative response that describes their ability to provide all services stated in this solicitation. Within the Offeror's response, the narrative shall include at a minimum:

3.1 Overall Company Information. Provide the following as requested:

3.1.1 Brief overview of business operations, including the Company's Mission and Philosophy Statement;

3.1.2 Date Company was established;

3.1.3 Ownership (public, partnership, subsidiary, etc.);

3.1.4 Location in where the Offeror is incorporated;

3.1.5 Office location(s) responsible for performance of contract;

Executive Overview

Cequel Communications Holdings I, LLC, a Delaware Corporation, with corporate headquarters located in St. Louis, MO, was established in May 2006 and conducts business through its subsidiaries as Suddenlink Communications. Suddenlink is the 7th largest multisystem operator in the United States and services over 1.4 Million customers on an optical network, which consists of over 14,000+ miles of fiber in over a 12 states.

Suddenlink's acquired companies have been offering Fiber-Based Ethernet services since 1998 and Suddenlink currently serves over 800 business customers with Fiber-Based Ethernet WANs, Dedicated Internet bandwidth and SIP/PRI Phone Service. Suddenlink is able to leverage its existing fiber network, which reaches deep into the community to deliver reliable, high-capacity telecommunication and Internet services for the most demanding customers.

Suddenlink's level of customer support and dedication is defined by our mission statement:

"Suddenlink Commercial and Advertising Operations provides mission-critical data, voice and video services, and delivers targeted TV advertising for business customers. We enable our customers to conduct business and grow their businesses by providing great solutions that, in turn, establish Suddenlink as the most trusted communications provider in the markets we serve."

Suddenlink Communications purchased NPG Cable systems in April 2011. The AZ region major markets consists of Kingman, Bullhead City, Lake Havasu City, Parker, Flagstaff, Sedona, Payson and Camp Verde. Suddenlink is able to support 99.99% service level guarantees for commercial customers with services delivered over fiber-optic connections in Arizona due to diverse fiber paths to Phoenix and to our NOC in Tyler Texas.

Suddenlink is currently providing Fiber-Based Internet and WAN Services for Camp Verde Unified School District, Pine-Strawberry Unified School District, Lake Havasu City School District, Parker Unified School District, Kingman Unified School District and many other school districts across our national footprint.

The proposed solutions are offered as a leased service. All components will be owned and maintained by Suddenlink for the life of the contract, including the fiber-optic lines and electronic components necessary for transmission. Local technical personnel who live in the communities that will be served by this offering will support the services provided under this agreement. Suddenlink offices are located as follows:

Payson – 252 E. Highway 260, Payson, AZ 85541
Sedona – 65 Coffee Pot Drive, Sedona, AZ 86336
Flagstaff – Regional Headquarters – 1601 South Plaza Way, Flagstaff, AZ 86001
Kingman – 2900 Airway Avenue, Kingman, AZ 86401
Parker – 1620 California Avenue, Parker, AZ 85344
Lake Havasu – 730 North Acoma Blvd, Lake Havasu City, AZ 86403
Bullhead City 0 2585 Miracle Mile Road, Suite 101, Bullhead City, AZ 86442

3.1.6 Offeror's organizational chart relevant to this RFP, including contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response;

Suddenlink Response: See attached Organization Chart
Contact Information: Melissa Branham, 903-714-2775, melissa.branham@suddenlink.com

3.1.7 Offeror shall document the number of the firm's technical staff members dedicated to new development verses those assigned to support of existing applications.

Suddenlink Response: Network Operations Center has 47 staff that monitor and support the Suddenlink backbone and services. The West Region consists of 2 Sales Engineers, 2 Product Development Managers, 3 Project Managers. Two Regional Data Engineers and 70 Technicians reside in the Suddenlink markets across Arizona.

3.1.8 A Statement of whether, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details;

Suddenlink Response: Offeror has not undergone any bankruptcy or insolvency in the last 10 years.

3.1.9 A Statement of whether there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP;

Suddenlink Response: Offeror has no pending Securities Exchange Commission Investigations

3.1.10 A Statement documenting all open or pending litigation initiated by the Offeror or where the Offeror is a defendant or party in an litigation that may have a material impact on Offeror's ability to deliver the contracted services;

Suddenlink Response: Offeror has no open or pending litigation that would impact our ability to deliver the services.

3.1.11 A Statement documenting all open or pending litigation initiated by the Offeror or where the Offeror is a defendant or party in an litigation with a public sector client; and

Suddenlink Response: Offeror has no open or pending litigation with public sector clients.

3.1.12 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.
Suddenlink Response: None of Offeror's contracts have been terminated for cause or convenience.

3.2 Audited Financials. Offeror shall provide the last two years of audited or reviewed financial Statements either has hard copy uploaded PDF documents within ProcureAZ at time of submittal or Offeror shall provide the web address where the audited financials can be located.

Suddenlink Response: Cequel Communications Holdings I, LLC Annual Report as of December 31, 2013
Cequel Communications Holdings I, LLC Annual Report as of December 31, 2012

3.3 Subcontracting. If any part of the Offeror's business is subcontracted please identify as requested below:

3.3.1 Offeror shall list each subcontractor's name, location, type of service to be provided, and the certifications they possess.

3.3.2 A description of how the Offeror will monitor and evaluate subcontractor performance; and

3.3.3 The length of the contractual relationship with each proposed subcontractor and provide details of future term dates of such contracts.

Suddenlink Response: Suddenlink inspectors monitor the progress weekly with our contractor, the contractor has on-site supervision and QC, upon completion of the project Suddenlink will QC all work. Contractors submit their invoices to the inspector and two additional Suddenlink departments. The inspector has final approval authority and will submit an invoice for payment within two weeks of receipt if the work meets Suddenlink standards. The contractor is responsible for submitting a monthly aging report. Networx has been our preferred contractor in Arizona for over 12 years; for the past 2 (two) years we have operated as Suddenlink and the previous 10 years when we operated as NPG. Networx has performed to high standards while working with them.

Subcontractor Name	Location	Service to Perform	Certifications
Networx Cabling Services, Inc a/k/a NCS	P.O. Box 3375 Flagstaff, AZ 86003	Fiber & Coax Construction	State of AZ Contractor's License #ROC195305

3.4 Current Customer Base. The State intends to conduct reference checks for client references provided by Offerors. It may, at its sole discretion, contact additional clients not presented as references. Offers shall provide at least three (3) client references that replicate or mirror the requirements of this RFP. All references shall be for engagements received and completed within the last five (5) years. The following information shall be provided for references using the table structure:

Reference Information	Client One	Client Two	Client Three
Organization Name	Bullhead City Schools	Camp Verde Unified SD	Flagstaff City Library
Type of Contract Product and Services Delivered	PRIs, Phone Lines, Gb WAN & 250Mb Internet Access	100Mb WAN & 50Mb Internet Access	30Mb Internet Access
Contact Name, Mailing Address, Phone Number and E-mail Address	James McNutt 1004 Hancock Rd. Bullhead City, AZ 86442 928-219-1117 jmcnutt@bullheadschools.com	Aaron Moya 410 Camp Lincoln Rd. Camp Verde, AZ 86322 928-567-8000 amoya@cvusd.k12.az.us	Mark Cesare 300 W. Aspen Ave Flagstaff, AZ 86001 928-779-7685 Ext 7408 mcesare@flagstaffaz.gov
Contract State and End Date	7/1/2014 ends 6/30/2015	7/29/2013 ends 7/29/2018	7/23/2013 ends 7/23/2015
Contract Value	$1.8M	$300K	$59K

Service Level Agreement

I. **Scope.** This Service Level Agreement ("SLA") is incorporated into the Commercial Service Agreement by and between Suddenlink Business Services, LLC ("Suddenlink") and the undersigned Customer. Suddenlink shall endeavor to meet the performance standards and services levels set forth in this SLA with respect to the Services provided to the undersigned Customer.

A. **Network Availability**. The Suddenlink network shall be available for use by Customer with the Services provided under the Agreement at least 99.99% of the available time ("Network Availability"). This parameter is calculated by dividing the number of minutes that the Services are available for Customer's use by the total number of minutes in each calendar month and multiplying by 100. In calculating Network Availability, the reasons or causes set forth in Section A.3 of this SLA shall not be included in determining whether Suddenlink has met the applicable performance standard for Network Availability. For example, if the Services experience an outage for One (1) day due to a Force Majeure (flood) event, and otherwise experience no other outage or Service Interruption during the applicable month, Suddenlink will be deemed to have met the Network Availability performance standard of 99.9%.

1. **Service Interruption**. A Service Interruption or an outage in Services is not a Default under the Agreement, but may entitle Customer to credits as provided in this SLA. A Service Interruption is a loss of Services or a degradation of signal to the Customer that adversely affects the ability of Customer to use the Services. A Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Suddenlink's Network Operations Center (NOC) under the methods and procedures set forth in Section II of this SLA and ends when Suddenlink restores the Services to Customer.

2. **Service Interruption Credits for Network Availability.** A Credit Allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of the Credit Allowance shall be as follows:

Services Interruption Length	*Credit*
Less than 2 continuous hours	None
2 hours or More	1/30 of MRC due for the applicable month for each 2 hour period and additional fraction thereof

3. **Exceptions to Credit Allowance**. Credit Allowances shall not be provided for Services Interruptions: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Customer; (iii) during any period in which Suddenlink is not allowed access to the premises of Customer to access Suddenlink equipment; (iv) due to scheduled maintenance and repair; or during the maintenance window (v) caused by or due to violations of the Suddenlink Acceptable Use Policy (data customers); (vi) caused by fiber optic cable cuts on the Customer's property which are not the fault of Suddenlink; (vii) caused by a loss of service or failure of the Customer's internal wiring or other customer equipment; or (viii) due to Force Majeure events. In no event shall Customer receive more than One (1) month's MRC as credit for Service Interruptions or outages in any thirty (30) day period regardless of the number of Service Interruptions or outages. In the event that it is discovered that the Service interruption was at no fault of the Suddenlink network, and/or Suddenlink personnel and is further proven to be as a result of an issue from the Customer's network, and/or personnel a "No-Fault Trouble Call" fee will be assessed to the customer of $165 per hour with a 2-hour minimum deemed payable within the next billing cycle.

4. **Major Outage.** If three (3) times during the term of the Agreement, the Services to the Customer experience a Network Availability outage that falls below the 99.99% agreement, other than as a result of the causes set forth in Section A.3 above, Customer may terminate this Agreement without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 4. Within thirty (30) days of the occurrence of the 3rd Major Outage Customer shall notify Suddenlink in writing of its election to terminate this Agreement and this Agreement shall terminate upon Suddenlink's receipt of such notice. If Customer fails to notify Suddenlink within thirty (30) days of the 3rd Major Outage, of its intent to terminate, then Customer shall be deemed to have waived its right to terminate this Agreement under this Section 4 until the occurrence of a subsequent Major Outage, if any. Upon termination under this Section 4, neither party shall have any further rights, obligations, or liabilities to the other party, except those accrued through the termination date, and that expressly survive termination of this Agreement.

II. **Trouble Reports.** Suddenlink shall maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customers to report Service troubles, outages or Service Interruptions. Customer shall call Trouble Reports to **866-232-5455.** A "Trouble Report" means any report made by Customer relating to the Services or the equipment provided by Suddenlink. In the event Suddenlink receives a Trouble Report from Customer, Suddenlink shall respond within 4 hours.

III. Service Installation Intervals.

A. Service Installation and Availability. Suddenlink shall endeavor to install, provision and make the Services available for Customer's use within ten (10) business days of the Requested Service Date set forth in the Customer Service Agreement. Service availability shall mean that Suddenlink has completed its obligations to install the Suddenlink equipment and facilities set forth in the Agreement necessary to provide Customer the Services.

1. Installation Credit. Suddenlink shall provide Customer with an Installation Delay Credit if the Services are not available for Customer's use within Ten (10) business days of the service installation date that is mutually agreed to by Customer and Suddenlink. In this event, Customer will be entitled to an Installation Credit of an amount equal to one month's recurring charges (MRC) for the affected Services.

2. Exceptions to Installation Delay Credits. Installation Delay Credits shall not be provided for Installation Delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inability of Suddenlink to access Customer's premises due to restrictions by Customer's landlord or property owner; (iii) due to the public utility company restricting Suddenlink's access to necessary conduits or wiring in Customer's building or property; or (iv) due to Force Majeure events.

Installation Delay Credits do not apply to Suddenlink Business Phone services.

By signing below, Customer and Suddenlink agree to the terms and conditions of this Service Level Agreement.

Customer: _____
Signature: _____
Title: _____
Date: _____

Suddenlink: _____
Signature: _____
Title: _____
Date: _____

Kevin Stephens – President - CAO
Ken Conner – VP Business Services
Tim Archer – VP Service Delivery

Sam Smith- Director of Technical Support
Jeffrey McGregor-Sales Support Manager

KEY MARKETING SUPPORT CONTACTS

- Beverly Gambell - VP Marketing
- Angie Trahan – Advertising, Sales Collateral & Promotions
- Bob Holmquist - Products & Pricing; Market and Competitive Analysis
- Carl Choate – National Channel Manager
- Tiffany Jackson - Serviceability & Serv Codes Mgmt; Mkts DB & Analysis
- Matthew King - Sales Teams Development , Training & Sales Support
- Sherri Randall - Business Referrals, Support for vertical industries
- Alphy Jurarim– Director of Finance (IRR Model)
- Jane Masino – Commercial Project Mgr
- Joseph Smith - Salesforce.com; New Product and Sales Process Support
- Scott Heater – Operation Analyst
- Debbie Fogel - Region SSRs & all National Site Billing issues
- Amanda Webster – Commercial Order Manager
- Katie Atkinson - "manual" BCP features (Complex DL; Extension; AA
- Tonya McDill – Inside Sales Manager
- Questions for Business Marketing – Email: **marketit@suddenlink.com**

Arizona

Glen Clark

AEs
Shelly Johnson-Stone
Jill Saville
Roxanne Feeney
Bobbi Chairez
John Figueroa
Thomas Fields
Open Position– AE1

AM
Esther Mcwherter
Leonard Earl
Open Position

West Educ. SME
Melissa Branham-AE

SSR
Catherine Garcia-Sr SSR
West Texas SSR group

SE
Nick Robinson

PDM
Nancy Wood

Project Mgr
Johnpaul Longmate

MDU SME
Troy Finley

West - North

Mike Shaffer

AEs
Tracy Edwards – Sr AE
Cindy Kennedy-MDU
Jake Mitchell – AE
Theo McGee - MDU
Melissa Walker – MDU
LaVonna Stallings- AE1

AM
Jasmine Kendrick

West-South

Ryan Pickle
Sales Mgr.

AEs
Dwayne Yarborough-MDU
Kristen Muehlbrad-MDU
Michele Farley
Renee Lopez – MDU
Josh Carter - AE1

AM
Ryan Fann

West Educ. SME
Melissa Branham-AE

SSR
Sam Samudio-Regional SSR
Arlene Middleton – Sr SSR
Brandon Moralez (PRI/SIP)
Kevin Marsh
Amado Silvestre
Noe Rincon (Temp)
Amado Silvestre (Temp)
Linda Montoya- MDU SSR

SE
Tim Upp

PDM
Nancy Wood/Becky Smith

MDU SME
Troy Finley

Texoma-North

Regina Swearengen – Dir. Sales

AEs
Joe Bethany
Michelle Thomason
Nicole Stricklin
Paula McIntosh
Dawn Schaap
Suzette Castleberry
Kristin Seifried-MDU

AM
Dameon Green

Texoma-South

Jason Coke-Regional Sales Mgr.

AEs
Chad Cowan
Andy Hudson
Michael Hamilton-MDU
Lucas Dutton-MDU
Holly Thedford - MDU

AM
Ben Bonner
Christy Wilson

West Educ. SME
Melissa Branham-AE

Region Tech Mgr
Harvard Bryan-

SSR
Andrea Hamilton's SSR group

SE
David Ring & Justin Foster

PDM
Kyli Nail & Mark Harkness

MDU SME
Troy Finley

Mid South

Teresa Whorton –Sales Mgr

AEs
Steve Self
Jason Field
Ed Hula – AE1
Michael Daniel-AE1
Terri Johnston - MDU
David Phipps - MDU

AM
Loretta Perin
Gwen David

Mid South – LA/S AR

Mark Frieden – Sales Mgr

AEs
Von Johnson
Chris Little – MDU
Daniel Majure
Kevin Miles
Brandon Meyers – AE1

AM
Danny Higdon
Michael Lyons

East Educ. SME and National
Susan Chatham-AE

SSR
Audrey Dorsey's SSR group

SE
Bret Chrismer

PDM
John Ellis

North Carolina

Mike Tarrant – Dir. Sales

AEs
Aaron Penny
Sherry Turner
John Autry-MDU

AM
Casey Weaver

East Educ. SME and National
Susan Chatham-AE

SSR
Loma Brown-Sr SSR
Evelyn Israel
Lori Scott – National
Keith Hart-National

SE
Cameron Stanley

PDM
Chris Manning

Atlantic

Paul Lawrence – Regional Sales Mgr.

AEs
Bill Deweese
Tony Carroll
Stacy Hafer
Melissa Wright
Virginia Bunn

AM
Kim Davis
Lara England
Tonya Arn

Retention Rep
Jamie Morris

East Educ. SME and National
Susan Chatham-AE

SSR
Anita Copodonna – Regional SSR
Michelle Callihan
Rebecca Davis
Mauna Cadle

SE
Dustin Thomas

PDM
Brad Estep

Steve Tulloh
VP WEST Division

Eric Harris
VP EAST Division

suddenlink business

Outside Sales Regions
September 30, 2014

Quick Reference Support - Contact List

Beverly Gambell - VP Marketing
Bob Holmquist - Products & Pricing; Market & Competitive Analysis
Alphy Jararim – Director of Finance (IRR Model)
Jane Masino – Commercial Project Manager (Customerlink)
Joseph Smith – Salesforce, Training, Products & Sales, Process Support

Carlton Choate
Employee Referrals
Channel Agents
Leads
RPost

Angie Trahan
Brochures
Mailers
Premiums
Campaigns

Sherri Randall
Vertical Markets
Hotel issues
Proposals
Presentations
MS K12 Plans

Katie Atkinson
Manual BCP features
Complex DL
Auto Attendant

Debbie Fogel
ICOMS Billing System
MDU related billing questions
National Billing

SSR questions
Anita Copodonna
Jeff McGregor
Sam Samudio

Tiffany Jackson
SBS Price sheet
Serviceability & Service codes

Matthew King
Training
Campaigns
Products

Amanda Webster
Commercial Order Manager

Troy Finley
MDU and Hotel Agreements and Questions

Human Resources
Kim Winded

Legal
Laszlo Lerant

Salesforce
Scott Heater

Footprint
Travis Ross
Tonya McDill

PRI/SIP
Staci Kuykendall

Technical Support For Customers – Coax – BCP, Data, Video
1-800-490-9604

NOC - Fiber, PRI, SIP For Customers
1-866-232-5455 Opt 2

Payroll
Charlotte Haywood
Aurie Patricio

Or email marketit@suddenlink.com

Marketing Support Distribution list

Suddenlink Exceptions

Scope of Work:

Section 6 Broadband Expansion Provision.

Suddenlink will not be participating in the Broadband Expansion option.

Section 8.3.2.2 Modifications or Cancellations after Order Acceptance.

Customer contracts or orders may be cancelled due to Non-appropriation of funds but Customer shall be liable to Suddenlink to the fullest extent permitted by law including Suddenlink's actual damages including any and all unpaid non-recurring charges, any unpaid past due balance(s), and the reasonable value of any unreimbursed costs (exclusive of recurring charges related to the ongoing maintenance and upkeep of the facilities).

Special Terms & Conditions:

Section 22. Health Insurance Portability & Accountability Act of 1996.

Suddenlink is exempt from having to be HIPPA compliant since the services being provided under this agreement are not hosted. Suddenlink will just provide the "pipe" and will not have access to the information being transported across our network.

Section 28.1.5.1 Network Security (Cyber) and Privacy Liability

Suddenlink's policy includes credit monitoring; however, it does not provide coverage for the cost of involved in credit remediation.

Suddenlink's Crime Policy covers computer fraud or funds transfers.

Solicitation Amendment No. 1

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. ADSPO14-00004241, Carrier and Broadband Provider Services.pdf, has been revised to incorporate the below changes and has been uploaded within ProcureAZ and is titled as 'REVISED ADSPO14-00004241, Carrier and Broadband Provider Services.pdf'.

2. Solicitation Scope of Work, Section 6, Broadband Expansion Provision, shall be revised to include the following language:

   6.3 Pricing. If a Carrier or Broadband Provider can provide a services within a County only after committing to the construction of new Infrastructure in that County that would enable the delivery of said services the Carrier or Broadband Provider may request the negotiation of special terms and conditions for services that would utilize the new infrastructure in that County to justify their investment. In these cases the State acknowledges that pricing shall be negotiated.

   6.4 Additional Expansion Proposals. If an infrastructure expansion opportunity arises in an area that was not originally identified to the State through the initial RFP process, the Contractor may submit a proposal to the State for review to be considered for the additional terms listed in 6.1.1.

3. Solicitation Scope of Work, Section 7.2.4, Restore and Response Penalties, shall be revised to include the following language:

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

4. Special Terms and Conditions, Section 8, Subcontractors, shall be revised to include the following additional language:

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

5. Special Terms and Conditions, Section 9, Performance Bond, shall be revised to read as follows:

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

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

6. Special Terms and Conditions, Section 17, Billing, shall be revised to read as subsections numbered 17.1, 17.2, 17.3, 17.4, 17.4.1, 17.5 and 17.6 instead of 18.1, 18.2, 18.3, 18.4, 18.4.1, 18.5 and 18.6.

7. Special Terms and Conditions, Section 19, Pricing, shall be revised to read as subsections numbered 19.1 and 19.2, instead of 20.1 and 20.2.

8. Special Terms and Conditions, Section 20, Data Security / Security, shall be revised to read as subsections numbered 20.1, 20.1.1, 20.1.2, 20.2, 20.2.1, 20.2.2, 20.2.3, 20.2.4, 20.3, 20.4, 20.5, 20.5.1 and 20.5.2, instead of 21.1, 21.1.1, 21.1.2, 21.2, 21.2.1, 21.2.2, 21.2.3, 21.2.4, 21.3, 21.4, 21.5, 21.5.1 and 21.5.2.

9. Special Terms and Conditions, Section 21, Section 508 Compliance shall be revised to read as A.R.S. § 41-3531 and A.R.S. § 41-3532 instead of A.R.S. § 41-2531 and A.R.S. § 41-2532.

10. Special Terms and Conditions, Section 26, Intellectual Property, shall be revised to read as subsections numbered 26.1 instead of 27.1.

11. Special Terms and Conditions, Section 27, Survival of Rights and Obligations After Contract Expiration or Termination, shall be revised to read as subsections numbered 27.1 and 27.2, instead of 28.1 and 28.2.

12. Special Terms and Conditions, Section 28, Insurance, shall be revised to read as subsections numbered 28.1, 28.1.1, 28.1.1.1, 28.1.1.2, 28.1.2, 28.1.2.1, 28.1.2.2, 28.1.2.3, 28.1.3, 28.1.3.1, 28.1.3.2, 28.1.4, 28.1.4.1, 28.1.4.2. 28.1.5, 28.1.5.1, 28.1.5.2, 28.2, 28.2.1, 28.2.2, 28.3, 28.4, 28.5, 28.6, 28.7 and 28.8 instead of 29.1, 29.1.1, 29.1.1.1, 29.1.1.2, 29.1.2, 29.1.2.1, 29.1.2.2, 29.1.2.3, 29.1.3, 29.1.3.1, 29.1.3.2, 29.1.4, 29.1.4.1, 29.1.4.2. 29.1.5, 29.1.5.1, 29.1.5.2, 29.2, 29.2.1, 29.2.2, 29.3, 29.4, 29.5, 29.6, 29.7 and 29.8.

13. Special Terms and Conditions shall be amended to include Section 29, Market Acquisitions, section 29 shall read as follows:

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

14. Special Instructions, Section 3.4 Pricing Submission, shall be amended to include the following language:

    3.4.2.4 *Additional Services For Consideration 'Tab'*. If an Offeror is presenting to the State additional Services for consideration, as a new standard offered product within Attachment II, that were not originally requested within the Scope of Work Section 4, this is the Tab within Attachment II that the Offeror shall utilize. The Offeror shall fill out the tab as the instructions indicate listed within this Tab of Attachment II.

    The intention of this tab is to identify industry standard services that may have been unintentionally omitted by the state, services listed within this tab shall not be proprietary services to a single Offeror.

15. Special Instructions, Section 4.5 Acceptable Formats, shall be amended to include the acceptance of .KMZ formatted documents.

16. Attachment I, Offeror Questionnaire, Section 1, Cost Proposal shall be revised as follows:

    1. Cost Proposal:
    1.1 Scenarios. Offerors are required to select and describe, as requested, all of the following scenarios for which they have provided firm fixed pricing for services described within Attachment II, failure to do so will result in an Offeror being deemed non responsive. Each scenario has intentionally been left without a service address as well as a county, as to not hinder an Offeror from responding based on the areas in which they provide service. Offerors are to state within their response to each scenario which county they are going to provide the service for within the Scenario so that it can be cross referenced with Attachment II.

    Each scenario response shall have the following data provided:
    - County to provide the scenario service;
    - Corresponding Arizona Service ID as identified within Attachment II;
    - MRC, if applicable to the service requested within the scenarios chosen; and
    - NRC, if applicable to the service requested within the scenarios chosen.

    1.1.1 Scenario One: Analog Line

    Service requested: One (1) analog voice line with three features (transfer, call forward, and caller ID). Include cost to extend past demarcation point to customer provided location.

    1.1.2 Scenario Two: Metro Ethernet.

Service requested: Metro Ethernet for 20Mbs Access with minimum 2Mbs CoS/QoS.

1.1.3 Scenario Three: MPLS or equivalent

Service requested: MPLS or equivalent, Bandwidth 3Mbps. Include cost to extend past demarcation point.

1.1.4 Scenario Four: PSALI Request

Service requested: PSALI added to existing DID ranges (XXX)XXX-5780 thru 5999 And (XXX)XXX-7000 thru 9999. That is a total of 3,220 DID's.

1.1.5 Scenario Five: MPLS with Ethernet Port service or equivalent

Service requested: MPLS Transport w/ Ethernet Port service at minimum line rate of 150 Mbps

1.1.6 Scenario Six: Stand Alone Internet Access service

Service requested: Stand Alone Internet Access with bandwidth of 50 Mbps download and 10 Mbps upload (must be provided with bundled DSL modem or Cable modem)

1.1.7 Scenario Seven: High Speed Internet Access service

Service requested: High speed Internet Access service from Internet Point-of-Presence to customer location with bandwidth of 1Gbps. (Describe the transport and access service proposed)

1.1.8 Scenario Eight: Managed WiFi Access-Point service

Service requested: Managed WiFi Access-Point service with 100 Mbps Download and 10 Mbps upload "Best Efforts" Internet connection

1.1.9 Scenario Nine: PRI

Service requested: Two (2) PRI that will terminate on existing DS3 with 20 DID, 2B Call Transfer, N12, and 10 digit dialing. Include cost to extend past demarcation point.

1.1.10 Scenario Ten: Fiber Lease service:

.

Service requested: Lease of one dedicated pair of dark fiber, configured as a ring comprised a set of point-to-point routes, This ring will consist of 5 locations; the provider's point-of-presence (PoP) [location, A] and four customer locations (B,C,D,E). Locations A to B are connected by two 1-mile physically diverse routes of existing fiber. Location B to C, C to D, D to E, and E to B are each 5 mile point-to-point routes. Assume that all routes except A to B will require new fiber construction. Provide estimated conceptual Lease NRC and Lease and Maintenance MRCs and desired contract terms to be negotiated. Conceptual pricing shall include any provider assumptions with regard to demand aggregation Note fiber services are assumed by the state to be offered under Infrastructure expansion terms.

1.1.11 Scenario Eleven: Regional transport network. Provide estimated conceptual Lease NRC and Lease and Maintenance MRCs and desired contract terms to be negotiated. Conceptual pricing shall include any provider assumptions with regard to demand aggregation.

Service requested: Three Node Off-Net MPLS Ethernet Port Network Bundled with VPN Access, Managed Router and MPLS Transport Service at Minimum Line Rate of 10 Gbps between each node. Each Node and its managed router is located at a customer location in a separate community. Each community is separated from the nearest other community by an average distance of 30 miles.

17. Attachment I, Offeror Questionnaire, Section 3.2, Audited Financials shall be revised to red as follows:

    3.2 Audited Financials. Offeror shall provide the last two years of audited or reviewed financial Statements either has hard copy uploaded PDF documents within ProcureAZ at time of submittal or Offeror shall provide the web address where the audited financials can be located.

18. Attachment II, Pricing Structure has been revised and has been uploaded within ProcureAZ and is titled as 'REVISED Attachment II, Pricing Structure'.

    Changes include:
    - Line items 29-49, Cell C, Product Description
    - New Tab titled "Additional Services For Consideration"
    - Instruction revised on all pages.

19. Due date has been extended to October 7, 2014.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | 9/10/14 SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 2

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. Attachment II, Pricing Structure has been revised to make lines 'fully' viewable that were originally posted 'cut off'. This revised document has been uploaded within ProcureAZ and is titled as 'REVISED2 Attachment II, Pricing Structure'.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | 9/11/14 SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 3

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. ADSPO14-00004241, Carrier and Broadband Provider Services.pdf, has been revised to incorporate the below changes and has been uploaded within ProcureAZ and is titled as 'REVISED2, ADSPO14-00004241, Carrier and Broadband Provider Services.pdf'.

2. Scope of Work Section 4.2.2 shall be amended to read as follows:

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

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

3. Scope of Work, Sections 4.5.4.7 and 4.5.4.8 shall be amended to read as follows:

   4.5.4.7 Teleconferencing Bridge Services (Audio Conferencing); and
   4.5.4.8 Toll Free Services.

4. Scope of Work, Section 8.1.1 and 8.1.2 shall be revised to read with the following web address, https://aset.az.gov/aznet-ii-arizona-network, instead of http://aset.azdoa.gov/aznet-ii.

5. Special Terms and Conditions shall be amended to include Section 30, Customer Service Orders (CSO's), section 30 shall read as follows:

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

6. Attachment I, Offeror Questionnaire, Section 1.1.9, Scenario Four and Scenario Nine, shall be amended to read as follows:

   1.1.4 Scenario Four: PBX ALI

   Service requested: PBX ALI added to existing DID ranges (XXX)XXX-5780 thru 5999 And (XXX)XXX-7000 thru 9999. That is a total of 3,220 DID's.

   1.1.9 Scenario Nine: PRI

   Service requested: Two (2) PRI that will terminate on existing DS3 with 20 DID, 2B Call Transfer, N1-2, and 10 digit dialing. Include cost to extend past demarcation point.

Solicitation Amendment No. 3

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

7. Attachment I, Offeror Questionnaire, Section 2.2, shall be revised to read as subsections numbered 2.2.1, 2.2.2 and 2.2.3 instead of 1.2.1, 1.2.2 and 1.2.3.

8. Attachment II, Pricing Structure has been revised and has been uploaded within ProcureAZ and is titled as 'REVISED3 Attachment II, Pricing Structure'.

   Changes include:
   - 'Voice Service' Tab:
     1. Cell 31C has a revised product description;
     2. Row 32 (Arizona Service ID AZVS-000026) is now filled in with DELETED, as this requested product has been removed from the requested products; and
     3. Cell 134F has been revised to be quoted as 'ICB'.
     4. Cells 217F, 220F, 223F, 226F, 229F, 232F have been revised to be quoted as '$/minute'.
   - 'WiFi Services' Tab:
     1. 'Notes' cell has been revised to provide further clarity on how to respond to each service; and
     2. 'Service Descriptions' cells within Row 7 and Row 23 have been revised for further clarity.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | 9/19/14 SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 4

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. ADSPO14-00004241, Carrier and Broadband Provider Services.pdf, has been revised to incorporate the below changes and has been uploaded within ProcureAZ and is titled as 'REVISED3, ADSPO14-00004241, Carrier and Broadband Provider Services.pdf'.

2. Scope of Work Section 11.2, Category 2, Voice Grade Services, shall be amended to include the following language:

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

3. Special Terms and Conditions, Section 20, Pricing shall be amended to include the following language:

   19.3 Bulk Pricing:

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

   If electing to exercise this provision the Contractor shall submit to the following to the State Procurement Office, Procurement Officer:
   - A Formal request to consider an addition of Bulk Pricing for specified products.
   - Product Identification, identifying the 'Arizona Service ID' as listed in Attachment II, Pricing Structure.
   - The Bulk Pricing vs the existing contract pricing.

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

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | 9/23/14 SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 5

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. ADSPO14-00004241, Carrier and Broadband Provider Services.pdf, has been revised to incorporate the below changes and has been uploaded within ProcureAZ and is titled as 'REVISED4, ADSPO14-00004241, Carrier and Broadband Provider Services.pdf'.

2. Scope of Work, Section 4.5.4 and associated subsections shall be removed in its entirety and replaced with the following language:

   4.5.4 Providers should also make available the following voice services:

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

3. Scope of Work, Sections 11.1.1.2, 11.2.1.3, 11.3.1.2, 11.4.1.2 and 11.5.1.2 shall be amended to replace the word 'Possible' with the word "Extension' and shall now read as follows:

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

4. Special Terms and Conditions, Section 28.1.2.3, shall be removed in its entirety.

5. Special Terms and Conditions shall be amended to include Section 31, Non-Recurring Costs (NRCs), section 31 shall read as follows:

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

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

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

6. Attachment I, Offer Questionnaire, Section 1.1, Scenarios shall be amended to replace the word 'will' with 'may' within the first sentence.

Solicitation Amendment No. 5

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

This space intentionally left blank.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | 9/26/14 SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 6

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. ADSPO14-00004241, Carrier and Broadband Provider Services.pdf, has been revised to incorporate the below changes and has been uploaded within ProcureAZ and is titled as 'REVISED5, ADSPO14-00004241, Carrier and Broadband Provider Services.pdf'.

2. Scope of Work, Section 11, Pricing Structure, shall be amended to include the following language:

   11.6 E-Rate Eligible Entities:

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

3. Attachment II, Pricing Structure has been revised and has been uploaded within ProcureAZ and is titled as 'REVISED4 Attachment II, Pricing Structure'.

   Revisions include:
   - All Tabs:
     1. Widening of NRC and MRC fields to allow sufficient room to respond.
   - 'Internet Access Services' Tab:
     1. Cell 21C, has been revised to replace 'synchronous' with 'symmetrical', to include "Best Efforts" CoS and to removed 'Service includes Provider owned and managed router.'
     2. Cell 53C, has been revised to include "Best Efforts" CoS.
     3. Cell 85C, has been revised to read as follows: Internet Ethernet Port and Transport with the Termination Bandwidth Described with Maximum Burstable Bandwidth at the rate described for each service. Service Provides Ethernet Transport to a Provider Internet Point-of Presence (POP).
     4. Cell 105C, has been revised to read as follows: Internet Ethernet Port and Transport Service with minimum committed (sustained) bandwidth as described for each service. Service Provides Ethernet Transport to a Provider Internet Point-of Presence (POP).
     5. Cell 220C, has been revised to read as follows: Internet Ethernet Port and Transport Service with minimum committed (sustained) bandwidth as described for each service. Service Provides Ethernet Transport to a Provider Internet Point-of Presence (POP) and includes a Provider Owned and Managed Router.

4. Due date has been extended to October 9, 2014.

Solicitation Amendment No. 6

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
10/2/14	Charlotte Righetti | **10/01/14**
SIGNATURE DATE	SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 7

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. Offer due date has been extended to October 15, 2014.

This space intentionally left blank.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE DATE	Charlotte Righetti | **10/07/14** SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer

Solicitation Amendment No. 8

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

Solicitation No: **ADSPO14-00004241**
Description: **Carrier and Broadband Provider Services**

Pursuant to the Uniform Instructions to Offerors, Item 2.6, Solicitation Amendments, the above referenced Solicitation shall be amended as follows:

1. Offer due date has been extended to October 29, 2014.

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.	
CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.	THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.
SIGNATURE | DATE	Charlotte Righetti | **10/10/14** SIGNATURE DATE
Stephen E. Tulloh, V.P. Sales - West PRINTED/TYPED NAME AND TITLE	Charlotte Righetti, CPPB, CTNS Senior Procurement Officer