

20180803-3435

**SECOND AMENDMENT
TO
CONTRACT NO. 2015156
BETWEEN
MERCED COUNTY
AND
AT&T CORP.**

201303088737UA

THIS Second Amendment is by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and AT&T Corp. (hereinafter called "Contractor").

WHEREAS, the original term of Contract No. 2015156 commenced on September 1, 2015 and continues through August 31, 2018; and,

WHEREAS, the First Amendment to Contract No. 2015156 modified Section 5, Program Utilization Requirements which outlines procedures for other public agencies wishing to utilize the Fast Open Contracts Utilization Services (FOCUS) Program; and,

WHEREAS, in each instance in which the provisions of this Second Amendment shall contradict or be inconsistent with the provisions of the printed portion of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

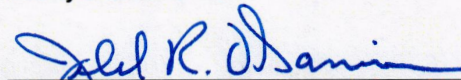
MODIFICATIONS:

- 1) Section 2, entitled "TERM", is amended as follows:

The term of this Agreement shall commence on the 1st day of September, 2015, and continue until the 31st day of August, 2019, subject to the right of termination as set forth herein.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced



Signature

Jerald R. O'Banion

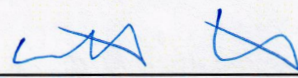
Name

Chairman, Board of Supervisors

Title

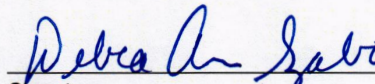
AUG 28 2018

APPROVED AS TO LEGAL FORM:
James N. Fincher
Merced County Counsel



Jeff Grant, Deputy

AT&T Corp.



Signature

Debra Ann Scabo

Name

Sol. Solutions Architect

Title
8/8/2018

lr796a

Merced County Contract No. 2015156

**FIRST AMENDMENT
TO
CONTRACT NO. 2015156
BETWEEN
MERCED COUNTY
AND
AT&T CORP.**

THIS First Amendment is by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and AT&T Corp. (hereinafter called "Contractor").

WHEREAS, Section 5, Program Utilization Requirements, of Contract No. 2015156 outlines procedures for other public agencies wishing to utilize the Fast Open Contracts Utilization Services (FOCUS) Program; and,

WHEREAS, in each instance in which the provisions of this First Amendment shall contradict or be inconsistent with the provisions of the printed portion of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

MODIFICATIONS:

- 1) Section 5, entitled "PROGRAM UTILIZATION REQUIREMENTS", is amended as follows:

In order for a public agency to utilize FOCUS contracts, the public agency must first complete a joint powers agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Community and Economic Development via U.S. Mail, fax, or e-mail. For ordering, reporting, and reconciliation procedures, see Contract Attachment 2.

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced

Signature

JAN 26 2016

Name

Chairman, Board of Supervisors
Title

**AT&T Corp.
Corporate Officer**

Signature

Kenneth Harth
Name

Regional Vice President
Title

APPROVED AS TO LEGAL FORM:
James N. Fincher
Merced County Counsel

Deputy

Michael R. Linden

AGREEMENT FOR SPECIAL SERVICES

MERCED COUNTY CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and AT&T Corp., a New York Corporation, located at One AT&T Way, Bedminster, NJ 07921-0752 (hereinafter referred to as "Contractor").

WHEREAS, the County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS), pursuant to Government Code Sections 25330-25338; and,

WHEREAS, the Contractor represents it has considerable knowledge and experience relating to the performance of such services; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF WORK

1.1 FOCUS Program Overview

The purpose of this FOCUS Contract will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

1.2 FOCUS Program Design for Contractor

The program design shall incorporate the principles as they apply to the following awarded telecommunications technology categories:

Communications Services:

- Call Center Solutions (with ACD)
- Emergency Notification Solutions (Reverse 911)
- Engineering/Consulting Services
- Integrated Voice Response (IVR)
- Voice over Internet Protocol (VOIP)
- Unified Messaging (UM)
- Long Distance Services (Switched, Dedicated)
- Telecommunications Systems (PBX)
- Telephone Handsets
- Voice Mail Solutions
- Wireless Voice Communication Services

Application Systems:

- Development
- Installation Solutions
- Version Control Solutions

Infrastructure:

- Battery Backup Systems
- Cabling Services

Enterprise Mobility Solutions:

- Mobile Device Management
- Mobile Devices (Tablets)
- Mobile Applications

Maintenance Services

Network & Enterprise Security Solutions:

- Firewall & Virtual Private Network (VPN)
- Intrusion Detection/Prevention Solutions
- Network, Host & Enterprise Management Solutions
- Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)
- Video Solutions
- Wireless Solutions (Wi-Fi)

E-Government:

- Web Site Analytics
- Web Site Content Management Solutions
- Web Site Design, Development, Hosting Services
- Web Site Development Tools
- Web Site Intranet Solutions
- Web Monitoring & Filtering Solutions
- Web Site Portal Solutions

Enterprise Systems:

- Virtualization (Servers)
- Virtual Desktop Infrastructure (VDI)
- Anti-Virus, Spam, Spyware Solutions
- Data Encryption Products & Services
- Helpdesk Solutions
- Hosting Services and Applications (Cloud and SaaS)
- Radio Frequency Identification (RFID)
- Server, Storage & Data Management Products
- Telepresence/Video Conferencing

Training Solutions

Consulting Services

Other Goods and Services:

- AT&T Netbond
- AT&T Internet Protect - DDoS Defense
- Network Integration as a Service
- Unified Communications Federation NI
- Business Continuity
- Cloud Architect

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A -	County's Request for Proposal
Exhibit B -	Contractor's Responding Proposal
Exhibit C	Contractor's Universal Agreement
Exhibit D	Contractor's Pricing Schedule

Exhibit C and D shall apply between Contractor and the end user purchasers under this Agreement to govern the terms of purchase between Contractor and such end users. Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

1. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.
2. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.
3. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

1. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.
2. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10 percent of the total price of the Purchase Order.
3. Merced County reserves the right to receive and process all orders at a future date.
4. VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.
5. Corporate level management support and resource commitment to the FOCUS Program.
6. Corporate level dedication to at least a California marketing program.

7. Corporate level commitment to their sales force in promoting the FOCUS Program and rewarding successes.
8. An aggressive marketing strategy.
9. Excellence in customer support and service.
10. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
11. A commitment to include Merced County in semi-annual FOCUS planning/strategy meetings.
12. A commitment to meet on FOCUS progress each quarter.
13. A product and service quality assurance program that meets or exceeds industry excellence standards.
14. The most competitive pricing given to a California local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.

15. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
16. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
17. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
18. Product, service, and installation excellence to any location that meets industry's highest standards.
19. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
20. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.
21. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC is required.
22. All products offered as a part of FOCUS must meet or exceed the specifications of the referenced brands.

1.5 Mandatory Administrative Requirements

1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within 14 business days of order.

2. Quarterly and annual sales reports.
3. A product/service document, paper or electronic — to be produced at least four (4) times per year. **NOTE:** Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.
4. Price increase/price decline policies. Note: all price reduction changes must be published within 72 hours.
5. Quarterly Administrative fees for Merced County.
6. Subcontractor list (See Contract Attachment 1).
7. Ordering (including invoices, payments, taxes on sales and services, and return procedures), reporting, and reconciliation procedures (See Contract Attachment 2).
8. Support services including help desk phone numbers.
9. Warranty statements.
10. Point of contact including phone/fax/e-mail information.

2. **TERM**

The term of this Agreement shall commence on the 1st day of September, 2015, and continue until the 31st day of August, 2018, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION AT WILL" as set forth elsewhere in this Agreement. Through mutual written agreement, the contract may be extended for two additional, one year terms, not to exceed a total of five years.

3. **ADMINISTRATIVE FEES**

Contractor agrees to pay Merced County administrative fees in accordance with the following schedule on a quarterly basis. Payment is to be made not later than 30 days following the end of the quarter (April 30, July 31, October 31, January 31).

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
\$0 - \$2,000,000	1%
\$2,000,000+	0.5% of amount above \$2,000,000

4. **PUBLIC AGENCY PARTICIPATION**

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency)

located in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions. The public agency shall make purchases in their own name, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract.

Public Agencies may not qualify vendors for their contract offerings by using FOCUS Terms and Conditions.

5. PROGRAM UTILIZATION REQUIREMENTS

In order for a public agency to utilize FOCUS contracts, the public agency must first complete an agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Community and Economic Development via U.S. Mail, fax, or e-mail. For ordering, reporting, and reconciliation procedures, see Contract Attachment 2.

6. NON-FOCUS VENDORS

Vendors not selected for a FOCUS contract may not use another firm's FOCUS contract to qualify for other political jurisdiction contracts or sales authority without the express written consent from the County of Merced.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o
Director
Community & Economic Development
Merced County
2222 M Street
Merced, CA 95340

Contractor
AT&T Corp., Inc.
Thomas Crist
Application Sales Consultant
101 West Broadway Room
San Diego, CA 92101

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

Customer is a government agency dependent entirely on government funding. By executing this Agreement, Customer is assuming that it will have funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer agrees to use reasonable efforts to obtain all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the applicable Minimum Payment Period. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the Termination Charges set forth below upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Contractor to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide Contractor thirty (30) days' written notice of its intent to terminate the Services under this section. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Agreement under this section, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

If Contractor shall fail to comply with any of Contractor's obligations under this Agreement, or otherwise breach this Agreement, County shall provide ten (10) calendar days written notice to Contractor in the manner set forth under Section "NOTICES." During this time, Contractor may attempt to remedy its breach of this Agreement. If not remedied, then in addition to any other remedies it may have, County may terminate for cause. In the event of any proceedings by or

against the Contractor, i.e. bankruptcy, insolvency, appointment of a receiver or trustee, or any assignment for the benefit of creditors, the County shall exercise its right of cancellation under this section.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements covering County as an additional insured on each required general liability policy. Contractor shall provide at least 30 days' advanced written notice of cancellation to County of any required coverage that is not replaced. Each certificate of insurance shall specify if Contractor has a SIR.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be covered as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.
5. Professional Liability: \$1,000,000 limit per claim or wrongful act and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:minus VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This

duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law. Contractor shall not be liable under this Section "INDEMNIFICATION" for damages caused by service or equipment that is not furnished by Contractor under this Agreement.

14. THIRD PARTY CLAIMS

- A. Contractor's Obligations. Contractor agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-Contractor services or products by Customer or others; (c) Contractor's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.
- B. Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against Contractor, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of Contractor under Section 1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.
- C. Infringing Services. Whenever Contractor is liable under Section 1, Contractor may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- D. Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section.

- E. Contractor's obligations under Section 1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

17. OWNERSHIP OF DOCUMENTS

The physical copy of a document provided to end user, shall be the ownership of the end user, otherwise Contractor and its Suppliers retain Intellectual Property rights.

18. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of the contract or those specifications included in a statement of work.

20. PRICING

If the FOCUS partnering contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same or similar goods or services under similar quantity and delivery conditions and terms and conditions of purchase to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Merced County and the FOCUS users up to and including date of shipment from Contractor's shipping point.

21. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not. Notwithstanding the foregoing, Contractor may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to a Contractor Affiliate. In the event of any such assignment, Contractor shall remain responsible for the performance of its affiliate.

27. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

28. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

29. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may invoke this remedy for breach clause. County will provide Contractor with at least 10 days prior written notice specifying the obligations required to be performed and describing the action the County intends to take to cure such performance should Contractor fail to do so including, but not limited to, the County itself performing, or causing the performance of, such agreement or obligation. In the event County must take action to cure the breach, Contractor will, on written demand, fully reimburse County for all such expenditures, subject to Section "BREACH OF CONTRACT".

Disputes and remedies that result with end user will be resolved as provided in Exhibit C and D.

30. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

31. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

32. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

33. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

34. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties

COUNTY OF MERCED

By [Signature]
Signature
John Pedrozo
Name

SEP 1 2015

Chairman, Board of Supervisors
Title

AT&T Corp., Inc.

By [Signature]
Signature
Kenneth Harth
Name

Regional Vice President
Title

APPROVED AS TO FORM
JAMES N. FINCHER
COUNTY COUNSEL

By [Signature]
Deputy MICHAEL LINDEN

ATTACHMENT 1

SUBCONTRACTORS

Adtran
APC
Aruba
Avaya
Cisco
Global Knowledge
InterACT
Juniper Networks
LifeSize
Polycom
ShoreTel
TrippLite
VBrick
Video Solutions
Vidyo

ATTACHMENT 2

ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

Ordering: Customer will contact its local AT&T sales representative who will work with the customer to determine the customer's needs and establish pricing based on the pricing and discounts listed under this agreement. Customer will issue a purchase order that will, at a minimum, contain the following information:

- Date
- Contract designation: i.e. County of Merced Telecommunications Contract
- Customer Purchase Order number
- Customer name
- Customer billing address
- Customer ship to address
- Customer contact name, address, fax and telephone number;
- Agency billing code, if applicable
- List of equipment and services to be ordered, detailing the exact product code numbers as they appear on the electronic catalog

State agencies must use a Standard Form 65 purchase order, while non-state agencies may use their own form of purchase order. Customer will be required to certify that all orders placed under the contract follow Department of General Services guidelines (State Customer), or local procurement rules (Non-State Public Sector Customer).

Reporting: AT&T's Program Manager will prepare a written sales and revenue report monthly, for review by the County of Merced at the quarterly meetings with AT&T. Reports will detail the order status and actual/projected compensation due to the County. Reports may be adjusted upward or downward in the event of a change order or order termination. Taxes will not be reflected in the order totals, and will be billed to customer on a separate line item basis.

Reconciliation: Reconciliation reports will be prepared for the County of Merced that will enable the County accurately project monthly revenues earned from the contract. Fees due the County will be calculated based upon order total and payment date fields, in accordance with the fee calculations stated in Attachment D of this response.

All reports will be maintained by the AT&T Program Manager, and will be generated by AT&T's accounting department. The quarterly report will be forwarded to AT&T's designated Program Manager who will review all information and authorize payment to be made to the County of Merced.



Mark A. Cowart
Chief Information Officer

2222 "M" Street
Merced, CA 95340
(209) 385-7331
www.co.merced.ca.us

**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING**

Equal Opportunity Employer

Issue Date: February 5, 2015

**COUNTY OF MERCED
REQUEST FOR FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS) PROPOSAL
NUMBER 7073
FOR
PROVIDING TECHNOLOGY EXPERTISE,
EQUIPMENT, SERVICES, AND SYSTEMS**

Notice is hereby given that sealed proposals will be received at the Merced County Department of Administrative Services - Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be presented under sealed cover and clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services - Purchasing
2222 "M" Street Merced, California 95340
Attn: Kim Nausin
Office: 209-385-7513
Email: knausin@co.merced.ca.us

Any Bidder, who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services - Purchasing Division Office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

CLOSING DEADLINE DATE: 4:00 P.M., TUESDAY, MARCH 24, 2015

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES - PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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SAMPLE CONTRACT ATTACHED

SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Financial Statement or Sufficient Financial Information (**Non-submittal is considered non-responsive and cause for rejection of proposal.**)
9. _____ Signature Sheet (Attachment A) Returned completed with Proposal
10. _____ Category of Services (Exhibit 1) Returned completed with Proposal

SECTION 1 - INTENT

1.1. INTRODUCTION

It is the intention of Merced County to establish a national contract that satisfies the needs of participating governmental entities in the purchase of Technology Solutions. This contract will enable agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their catalog of available products and services as requested in Exhibit 1.

Specifically, the purpose of this Request for Fast Open Contracts Utilization Services Schedule (FOCUS) is to solicit proposals from firms specializing in providing technology solutions that consist of equipment and services. Respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business for the opportunity to participate in an innovative County public-private relationship that has national opportunities. Selected firms will enter into contractual relationships with Merced County. It is anticipated that multiple providers will be selected.

1.2. BACKGROUND INFORMATION

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over a decade ago, and under State of California procurement guidelines (Gov. Code §25330 – 25338), was a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and state governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The replacement Request for Fast Open Contracts Utilization Services (FOCUS) program is offered throughout California and nationally.

Purpose of FOCUS:

- Provide governmental agencies opportunities for greater efficiency and economy in procuring technology goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts are available.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

For Firms: Under existing contracts, Merced County provides its standing as a governmental jurisdiction offering a contract for government purchasing, marketing assistance, and advocacy at appropriate meetings, conferences, or similar events in return for an administration/marketing fee. In addition, Merced County is authorized to provide and offer, for a fee, consulting services/expertise to a vendor for preparing responses to other government bids, general or specific management assistance and other selected areas. Authority for Merced County to engage in these innovative and non-traditional activities is granted under California Government Code.

Respondents shall provide pricing based on a discount from a manufacturer’s price list. A multiple percentage discount structure is also acceptable. Please specify where different

percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Merced County requests equal or better than pricing to be submitted.

Each category proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Agencies must have access to Master Pricelist in order to verify the proposed discount.

Merced County is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of technology projects. In addition, Merced County also requests any value add commodity or service that could be provided under this contract.

1.3. CONTRACT TERM

The Contract term shall be for a period of three (3) years. The start date commence upon Merced County Board of Supervisors written approval. Through mutual written agreement, contract term may be extended for two (2) additional, one (1) year terms, not to exceed five (5) years in total, contingent on appropriate and sufficient funding.

A Sample Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County's Board of Supervisors.

1.4. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	2/5/2015
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	3/13/2015
c.	Closing Date for the Request for Proposal NOTE: A list of respondents will be posted to the web at close of RFP	3/24/2015
d.	Commencement of review of Request for Proposal by the Evaluation Committee	3/30/2015
e.	Contract Performance to Commence	7/2015

SECTION 2 - REQUIREMENTS

2.1. SCOPE OF WORK

The purpose of this FOCUS will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

Merced County may select multiple vendors in each category for use by other governmental entities. This will allow agencies to pick and choose vendors that best suit their specific needs.

The program design shall incorporate the following requirements and principles to support the proposed technology goods and services described in Exhibit 1, "Category of Services":

- 2.1.1. The categories reflect a wide array of requirements under which vendors may propose creative ideas to assist governmental needs with technology solutions.
- 2.1.2. Organizations/businesses may choose to respond to this Proposal in one or more of the categories. Merced County may choose more than one respondent per category to participate in FOCUS.
- 2.1.3. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.
- 2.1.4. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10% of the total price of the Purchase Order.
- 2.1.5. Merced County reserves the right to receive and process all orders at a future date.
- 2.1.6. VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.
- 2.1.7. Corporate level management support and resource commitment to the FOCUS program.
- 2.1.8. Corporate level dedication to at least a California marketing program.

- 2.1.9. Corporate level commitment to their sales force in promoting the FOCUS program and rewarding successes.
- 2.1.10. An aggressive marketing strategy.
- 2.1.11. Excellence in customer support and service.
- 2.1.12. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
- 2.1.13. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
- 2.1.14. A commitment to meet on FOCUS progress each quarter.
- 2.1.15. A product and service quality assurance program that meets or exceeds industry excellence standards.
- 2.1.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
- 2.1.17. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
- 2.1.18. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
- 2.1.19. Describe the level of availability for access and customer support.
- 2.1.20. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
- 2.1.21. Product, service, and installation excellence to any location that meets industry's highest standards.
- 2.1.22. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
- 2.1.23. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order / Statement of Work.
- 2.1.24. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.

- 2.1.25. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

2.2. RESPONSE EXPECTATIONS

The response to each category must fully demonstrate an understanding and commitment to this creative business (public-private) alliance, and must also agree to:

2.2.1. MANDATORY ADMINISTRATIVE REQUIREMENTS

The following are the minimum requirements in Bidder's administration of the program:

- 2.2.1.1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.
- 2.2.1.2. Quarterly and annual sales reports.
- 2.2.1.3. A product/service documents, paper or electronic – to be produced at least four (4) times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.
- 2.2.1.4. Price increase/price decline policies. Note: All price reduction changes must be published within 72 hours.
- 2.2.1.5. Ordering, reporting, and reconciliation procedures.
- 2.2.1.6. New product/service offerings expected within six (6) months.
- 2.2.1.7. Support services including help desk phone numbers.
- 2.2.1.8. Warranty statements.
- 2.2.1.9. Return procedures, if applicable.
- 2.2.1.10. Point of contact including phone/fax/e-mail information.

2.2.2. ELECTRONIC CATALOG CONFIGURATION

The following are the minimum requirements in respondent's electronic document configurations:

- 2.2.2.1. Ordering procedures.
- 2.2.2.2. Product listing/pricing.

2.2.2.3. System configurations, if applicable.

2.2.3. OTHER ADMINISTRATIVE REQUIREMENTS

In order to make the FOCUS a complete procurement tool for all governmental entities, the respondent to the Proposal must concisely address their policies regarding:

2.2.3.1. Invoices and payments.

2.2.3.2. Taxes on sales and services.

2.3. ADMINISTRATIVE FEES

The awarded vendor agrees to pay administrative fees to County as calculated as follows:

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
\$0 - \$2,000,000	1%
\$2,000,000+	0.5%

2.4. SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act

2.5. NUMBER OF COPIES TO BE SUBMITTED

Please submit **two (2) original signature hard copies** to be signed in blue ink (original copies marked as such), **three (3) copies of the original** and **one (1) copy on computer disk (CD) or memory stick**. The soft copy shall be **Windows based MS Word or PDF format and consist of an exact duplicate of hard copy in format, layout, and content**. Please do not include proprietary information.

SECTION 3 – PROPOSED SOLUTION

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Merced County Department of Administrative Services - Purchasing Division on or before 4:00 p.m. on **March 24, 2015**. Proposals shall be presented under sealed cover.

Clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Proposal
- Request for Proposal Number
- Proposal Submittal Deadline

For the purposes of this proposal, the time specified will be as defined by the official time clock in the office of the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Proposal must be mailed or delivered personally to:

Merced County Department of
Administrative Services - Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attention: Kim Nausin-RFP #7073

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for FOCUS and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of Administrative Services - Purchasing Division to each firm in receipt of the Request for FOCUS and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may mail to:

Merced County Department of Administrative Services
Purchasing Department – Kim Nausin
2222 "M" Street, Room 1 Merced, California 95340
Attention: Request For Proposal #7073

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The County may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders':

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final contract after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other

applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of Administrative Services - Purchasing Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION,

AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable there under, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will be considered proprietary the following: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary (however, before releasing information that appears to be wrongly marked as proprietary, the County may offer d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION AND WILL NOT BE HONORED.

Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward to County.

County shall not be required to contact any bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

3.11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

3.12. PRICING CONDITIONS

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the County an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

3.13. GENERAL INFORMATION

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.

All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All proposals and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

3.14. DETERMINATION OF BIDDER'S RESPONSIBILITY

3.14.1. Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Bidders.

3.14.2. Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the County or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or

- Committed an act or omission which indicates a lack of business integrity or Business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

3.15. PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

3.16. QUALIFICATIONS OF BIDDER

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

3.17. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

3.18. INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

3.19. GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give,

directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

3.20. CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence or such fact to the County.

3.21. INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor and is not an agent or employee of the County and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

3.22. FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

3.23. OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any

manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

3.24. ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

3.25. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

3.26. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

3.27. COMPLIANCE WITH LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

3.28. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

3.29. OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable. To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or

does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

3.30. BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us)".

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

3.31. GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

3.32. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. The responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

3.33. PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 1/2" by 11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary
- Exceptions
- Bidder's Qualifications
- Approach
- Cost Proposal
- Financial Statement (**separate sealed envelope**)

3.34. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (**Attachment A**, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

3.35. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

3.36. TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

3.37. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

3.38. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein, and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to Proposed Solution
- Exceptions to Basis of Award
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

3.39. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

3.39.1. History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated.

3.39.2. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

3.39.3. References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

3.39.4. Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

3.40. APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

3.41. FINANCIAL STATEMENT

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

3.42. COST PROPOSAL FORMAT

It is essential that all responding Bidders complete Exhibit 1 and include it with their submission. All proposals must have a narrative providing a thorough and clear explanation of your costs.

SECTION 4 – BASIS OF AWARD, SELECTION PROCVCESS AND EVALUATION CRITERIA

4.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

4.2. SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

4.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

Exhibit 1 shall be ranked on a total weighted score of 100, and shall be evaluated in accordance with the following criteria and respective weight factor:

Products/Pricing (40 Points)

1. All products and services available - must include shipping charges
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers to verify they received contract pricing

5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Ability to fill emergency orders
3. Return and restocking policy and applicable fees
4. History of meeting the shipping and delivery timelines
5. Ability to meet service and warranty needs of members
6. Customer service/problem resolution
7. Invoicing process
8. Contract implementation/Customer transition
9. Financial condition of vendor
10. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Corporate level management support and resource commitment to the FOCUS program.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS program.
4. Commitment to an aggressive marketing strategy.
5. Demonstrated excellence in customer support and service.
6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
7. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
8. A commitment to meet on FOCUS progress each quarter.
9. A commitment to product and service quality assurance program that meets or exceeds industry excellence standards.
10. A commitment to provide the most competitive pricing given to a state/local government agency for the array of products and/or services offered
NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
11. Demonstrated ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
12. Commitment to provide an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
13. Demonstrate a commitment to provide a high level of availability to customer support.
14. As required, provide a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
15. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
16. Commitment to ensuring product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order / Statement of Work.
17. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.
18. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

19. When manufacturer requires certification to sell, install or maintain services and equipment included in your response to the proposal, list those certifications.
20. Include the location and availability of sales persons who will work on this contract
21. Past experience working with the government sector
22. Exhibited understanding of cooperative purchasing
23. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
24. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

Proposals must score a minimum of 70 points to be given further consideration for selection and possible oral presentations.

4.4. NOTICE OF INTENT

A "Notice to Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is agendized with The Board of Supervisors. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

4.5. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

4.6. DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

4.7. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

4.8. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Goals/Tasks - A discrete unit of work to be performed.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done

EXHIBIT 1- CATEGORY OF SERVICES

Contractor should be prepared to demonstrate how they will provide standard and advanced information technology, telecommunications, imaging, homeland security technology		
CATEGORY	HOW SUPPLIED	% DISCOUNT OFF LIST PRICE
1.0 Communications Services		
Call Center Solutions (with ACD)		
Emergency Notification Solutions (Reverse 911)		
Engineering/Consulting Services		
Integrated Voice Response (IVR)		
Voice over Internet Protocol (VOIP)		
Unified Messaging (UM)		
Long Distance Services (Switched, Dedicated)		
Telecommunications Systems (PBX)		
Telephone Handsets		
Voice Mail Solutions		
Wireless Voice Communication Services		
2.0 Application Systems		
Development		
Installation Solutions		
Version Control Solutions		
3.0 Infrastructure		
Battery Backup Systems		
Cabling Services		
Energy Auditing and Management Solutions		
4.0 Enterprise Mobility Solutions		
Mobile Device Management		

Mobile Devices (Tablets)		
Mobile Applications		
5.0 Maintenance Services		
6.0 Network & Enterprise Security Solutions		
Firewall & Virtual Private Network (VPN) Solutions		
Intrusion Detection/Prevention Solutions		
Network, Host & Enterprise Management Solutions		
Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)		
Video Solutions		
Wireless Solutions (Wi-Fi)		
7.0 E-Government		
Web Site Analytics		
Web Site Content Management Solutions		
Web Site Design, Development, Hosting Services		
Web Site Development Tools		
Web Site Intranet Solutions		
Web Monitoring & Filtering Solutions		
Web Site Portal Solutions		
8.0 Enterprise Systems		
Virtualization (Servers)		
Virtual Desktop Infrastructure (VDI)		
Anti-Virus, Spam, Spyware Solutions		
Data Encryption Products & Services		
Helpdesk Solutions		
Hosting Services and Applications (Cloud and SaaS)		
Radio Frequency Identification (RFID)		

Server, Storage & Data Management Products		
Telepresence/Video Conferencing		
9.0 Training Solutions		
10.0 Consulting Services		
11.0 Other Goods and Services		

ATTACHMENT A - SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Joint Venture Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request for Fast Open Contracts Utilization Services (FOCUS) will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____

(Merced County) _____

Professional License No.: _____

Taxpayer Identification No.: _____

ATTACHMENT A - SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY AT&T DataComm Inc.

ADDRESS 1121 Jefferson Ave, Room 209 Redwood City CA 94063
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: Tom Crist

TITLE: Technical Sales Consultant III

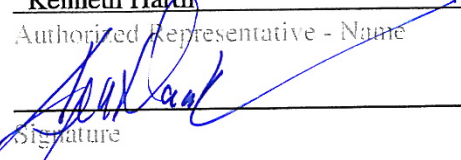
TELEPHONE NO. 650-780-1206 FAX NO. 707-427-7574

E-MAIL ADDRESS t.crist@att.com

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Joint Venture Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

"I certify that I have read the Terms and Conditions pursuant to the submittal of a Request for Fast Open Contracts Utilization Services (FOCUS) will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal".

AT&T Response: To the best of the undersigned's knowledge and belief and subject to the clarifications, exceptions and responses as specified in AT&T's Proposal Response.

<u>Kenneth Harth</u>	<u>Regional Vice President</u>
Authorized Representative - Name	Title
	<u>March 24, 2015</u>
Signature	Date
Business License No.: (Merced City)	<u>N/A</u>
(Merced County)	<u>N/A</u>
Professional License No.:	<u>CA Contractors License #760249</u>
Taxpayer Identification No.:	<u>13-4924710</u>



1121 Jefferson Ave
Redwood City, CA 94063
www.att.com

Office: 650-780-1206
Cell: 408-674-5266
lc5612@att.com

March 24, 2015

Kim Nausin
County of Merced
Department of Administrative Services – Purchasing
2222 "M" Street Merced, California 95340

Dear Ms. Nausin:

AT&T is pleased to respond to your Request for Fast Open Contract Utilization Services (FOCUS) Proposal Number 7073 for providing Technology Expertise, Equipment, Services and Systems. It is apparent that County of Merced has invested significant time in defining your present and future network requirements. We have tailored our response to meet the County's needs, as stated in AT&T's response, in the most cost-effective manner possible.

As you evaluate our responses, it is important to consider details beyond your minimum requirements. The AT&T team of technical and applications experts has designed a solution that exceeds your minimum requirements and offers County of Merced, Department of Administrative Services-Support Services Division exceptional value. AT&T provides these benefits:

- A single vendor to implement and manage your network and communications equipment
- Expertise from an experienced account team backed by the resources of one of the world's largest communication companies
- Powerful resources, like our AT&T Laboratories research arm, which bring the latest technology to you.

AT&T offers County of Merced a full product portfolio that allows you to upgrade and support new initiatives within your business. You will enjoy the same reliable service and support you have come to expect from us. We look forward to developing our relationship with Merced County and working together to make this project a success.

Sincerely,

A handwritten signature in blue ink, appearing to read "Thomas Crist".

Thomas Crist
Technical Sales Consultant



Mobilizing Your World

**AT&T Response to Merced County's RFP #7073 for
Providing Technology Expertise, Equipment, Services, and Systems**

March 24, 2015

Thomas Crist
Technical Sales Consultant
AT&T
1121 Jefferson Ave
Redwood City, CA 94063
Office Phone: 650-780-1206
Cell Phone: 408-674-5266
Email: tc5612@att.com

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp, on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), corresponding Pricing Schedule(s), and any associated transaction-specific documents to be entered into between Merced County ("Customer") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

While submission of this proposal does not obligate either party to enter a contract of any kind, upon being selected as your vendor under this RFP, AT&T will work cooperatively to negotiate provisions required for compliance with the RFP as responded to by AT&T. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract. Additionally, any purchase orders issued for services as provided under this RFP must clearly provide that the purchase is made via the mutually agreed contract and not subject to the preprinted terms of that purchase order form.

Any third-party software used with the Services (as defined in the Proposed Contract Documents) will be governed by the written terms and conditions of the third-party software supplier's software license documentation applicable to such software. Title to software remains with AT&T or its supplier. Customer as the licensee will be bound to all such terms and conditions, and they shall take precedence over any agreement between the parties as relating to such software.

It is AT&T's goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards. Given the long and successful history of AT&T, we are confident this will be a successful contracting process, leading to a successful project performance.

ARRA Disclaimer: To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and the Customer will need to reach mutual agreement on AT&T's participation.

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EXECUTIVE SUMMARY

In our response to County of Merced's Request for Fast Open Contracts Utilization Services (FOCUS), Proposal Number 7073, we have taken the opportunity to showcase both our people and our expanded product line, which offers much more than the traditional phone company services of dial tone and data circuits. By choosing AT&T, you can offer your customers a telecommunications solutions provider with experience, stability, and advanced communications solutions available through a pre-approved purchasing vehicle.

To provide quality public service, government agencies must improve efficiencies, upgrade to the latest technologies, and find ways to satisfy the changing needs of their constituents. Therefore, government agencies like Merced County are looking at new ways to realign old practices with evolving technologies.

With your continued growth and increased dependence on technology, your communications infrastructure requires constant focus and attention. You want to strengthen your technical expertise for the sake of your constituents and reduce risk. Therefore, you are looking for an experienced provider for technology solutions that consist of updated equipment and services.

In our response to County of Merced's Request for Fast Open Contracts Utilization Services (FOCUS), Proposal Number 7073, we have taken the opportunity to showcase both our people and our expanded product line, which offers much more than the traditional phone company services of dial tone and data circuits. By choosing AT&T, you can offer your customers a telecommunications solutions provider with experience, stability, and advanced communications solutions available through a pre-approved purchasing vehicle.

Solution

AT&T is best known for our traditional telecommunications services; however, we offer a full suite of world class solutions. Included in our proposal are solutions for telecommunications, Local Area Networks/Wide Area Networks, video, Internet access, and other Professional Services. AT&T has strategic partnerships and alliances with systems integrators, information technology companies, software application providers, and independent software vendors. AT&T offers the products that are truly the best fit for our customers.

As an experienced systems integrator and local service provider, we have invested the time and resources required to thoroughly understand the special needs of the public sector, including K-12 and higher education. For over a decade, AT&T has invested in a direct sales channel to support public sector entities.

We are pleased to respond to all 11 summary categories listed in Exhibit 1. For Communication Services we have responded to 11 out of 11 the subcategories. In Application Development we responded to all three subcategories. Our Infrastructure bid includes two out of three subcategories. Enterprise Mobility Solutions includes a response in all three subcategories. Network & Enterprise Security Solutions includes a response in all six subcategories. E-Government includes all seven subcategories. Enterprise Systems, AT&T has responded all seven subcategories. Training Solutions includes a response. Consulting Services includes a response. Lastly, in Other Goods & Services, AT&T has responded all six additional subcategories. In each response, AT&T considers the solution presented to be world class. We strongly believe that this proposal will solicit a strong response from our collective customers and ensure the growth of FOCUS into new markets.

Advantages of AT&T

With a national and global presence, AT&T can bundle wireline, wireless, voice, data, and Internet services, which sets us apart from many other providers. We can integrate the services you need by drawing on our extensive portfolio of advanced IP and traditional networking solutions for voice and data. In addition, our consulting and management services offer Merced County and other entities using the FOCUS contract professional support options for every element of network planning, design, deployment, and service management.

We put it all together for Merced County—we can build it, test it, secure it, and manage it. The result is a complete solution, and you'll benefit from its convenience, simplicity, and cost savings.

Qualified Personnel

AT&T offers highly qualified personnel during all phases of a project, from technical design to project management to delivery of services. We bring a wealth of experience and success on large, complex jobs. We provide integrated solutions for voice, data, and video across different information system platforms. Those solutions include design, wiring, hardware, project management, and implementation. The breadth of our expertise and experience will be a valuable resource to the County of Merced and its customers.

We also invest in our people to ensure we have a certified staff available nearby that can support our products. AT&T employs a Cisco Certified engineering staff for design and consultation including CCIE, CCNA, CCDP, and CCNP:

- Certified Network Security staff for design and consultation
- Certified video engineers
- Field engineers for installation
- Project Management Institute (PMI) Certified Project Management Professionals (PMP)
- System certified engineers and technicians

All of AT&T's cabling designs and installations are based on standards by organizations such as the Building Industry Consultants Services International (BICSI), American National Standards Institute (ANSI), Electronic Industries Association/Telecommunications Association (EIA/TIA) and the National Electrical Code. These standards have been developed to protect a worldwide communications network and the integrity of user data and to ensure compatibility and continuity throughout the industry.

AT&T is able to provide the FOCUS Program and its users competitive pricing as part of our products and services solution. Pricing offered reflects a broad spectrum of products. We have offered a straight percentage off list where possible. For vendor solutions that do not allow easy straight percentage pricing, AT&T has offered catalog pricing and GSA schedule pricing. We believe this pricing strategy will allow AT&T to offer the competitive pricing across all 11 product categories and provide a catalog that can easily be maintained by the County of Merced and AT&T.

Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

Merced County's AT&T Account Team

Name	Title	Phone Number	Email
John Pinedo	Universal Account Manager	209-578-7348	jp0223@att.com
Bill Craft	Technical Sales Consultant	209-578-7574	wc1873@att.com
Thomas Crist	Technical Sales Consultant	408-674-5266	tc5612@att.com

You'll see from our proposal that we understand Merced County's objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.

Conclusion

AT&T has a reputation of providing excellent customer service unmatched in the industry. We'll be here tomorrow and into the future. We're a member of your community and have a vested interest in the development, growth, and success of the County of Merced, the Central Valley, and all other California government entities.

At AT&T, we can bundle wireline, wireless, voice, data, and Internet services, which sets us apart from many other providers. We can integrate the services you need by drawing on our extensive portfolio of advanced IP and traditional networking solutions for voice and data. In addition, our consulting and management services offer Merced County professional support options for every element of network planning, design, deployment, and service management.

We put it all together for Merced County—we can build it, test it, secure it, and manage it. The result is a complete solution, and you'll benefit from its convenience, simplicity, and cost savings.

We thank you for the opportunity to be of service to you. We have put together the best team of experts available anywhere, and we look forward to being able to offer you competitive pricing, exceptional customer service, and unparalleled reliability from one of the largest and most respected communications providers in the world.

EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein, and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements

AT&T Response:

- 2.1.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.

AT&T takes exception. AT&T is providing a custom solution based on the specific scope of this RFP. For the discounts quoted, AT&T will provide the equipment/services quoted and will comply with the RFP requirements as responded to by AT&T. AT&T has provided competitive pricing; but because of the size and scope of our business, we cannot guarantee how this pricing and any other terms may compare with other pricing and terms. Any pricing or other terms provided to other Customers would not impact this procurement.

- Exceptions to Proposed Solution

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for FOCUS and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal

will be made only by written addendum, issued by the Department of Administrative Services - Purchasing Division to each firm in receipt of the Request for FOCUS and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may mail to:

Merced County Department of Administrative Services
Purchasing Department – Kim Nausin
2222 "M" Street, Room 1 Merced, California 95340
Attention: Request For Proposal #7073

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

AT&T Response:

AT&T will hold the prices quoted for a period of 120 days.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by **Merced County** or upon further investigation(s) as to local conditions and the exact requirements of any future order.

3.11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

AT&T Response:

AT&T takes exception. AT&T is willing to allow purchases under this FOCUS arrangement by any public agency in California. Purchases by public agencies outside

California are subject to mutual agreement between AT&T and that public agency at the time.

3.12. PRICING CONDITIONS

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the County an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

AT&T Response:

AT&T takes exception. Where AT&T has bid a percentage discount off manufacturer list price, AT&T's dollar price to the end user will vary in response to manufacturer changes in list price, and will also vary if the manufacturer changes the percent discount it allows to AT&T.

3.20. CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence or such fact to the County.

AT&T Response:

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any *Merced County* employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 240,000

employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the *Merced County* or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the *Merced County*.

In the event a situation occurs which renders the representation to no longer be true, AT&T will endeavor to notify the *Merced County* in a commercially reasonable time period.

3.26. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

AT&T Response:

Every AT&T employee who may perform work under this Agreement is compensated according to the terms of either a collective bargaining agreement (CBA) or a written compensation policy. In addition, AT&T will at all times in the performance of the work comply with and provide the safeguards required by Federal, State and local laws, and applicable state labor laws and the regulations and standards issued thereunder. Any work performed by AT&T, or by any person or entity partially or entirely under its control, on the premises of the Customer will be performed in accordance with any applicable CBA or compensation policy and with these laws and standards.

- Exceptions to Basis of Award

AT&T Response:

None

- Exceptions to any other part of this RFP

AT&T Response:

None

- Exceptions to terms in the Sample Agreement

AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp, on behalf of itself and its service-providing affiliates, ("AT&T") submits this RFP response (the "Response") subject to the provisions of this Response and the terms and conditions contained in the attached Unified Agreement (the "Unified Agreement"), corresponding Pricing Schedule(s), and any associated transaction-specific documents to be entered into between Merced County ("Customer") and AT&T (collectively the "Proposed Contract Documents"), copies of which are attached to this Response. Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in this RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated.

AT&T Response:

History

In 1876, Alexander Graham Bell invented the telephone. That was the foundation of the company that would become AT&T — a brand that has become synonymous with the best, most reliable telephone service in the world.

In 1984, through an agreement between the former AT&T and the U.S. Department of Justice, AT&T agreed to divest itself of its local telephone operations but retain its long distance, R&D and manufacturing arms. From this arrangement, SBC Communications Inc. (formerly known as Southwestern Bell Corp.) was born.

Twelve years later, the Telecommunications Act of 1996 triggered dramatic changes in the competitive landscape. SBC Communications Inc. established itself as a global communications provider by acquiring Pacific Telesis Group (1997), Southern New England Telecommunications (1998) and Ameritech Corp. (1999). In 2005, SBC Communications Inc. acquired AT&T Corp., creating the new AT&T.

With the acquisition of BellSouth in 2006, and the consolidated ownership of Cingular Wireless and YP.com, AT&T is positioned to lead our industry in one of its most significant transformations since the invention of the telephone more than 130 years ago.

Number of Years in Business

AT&T has more than 138 years in business.

Ownership

AT&T Inc. is a publicly traded corporation.

No single person owns more than 10% of the company.

We're a global communication leader that offers you new services, products, and solutions.

Date of Incorporation

The AT&T Corp. date of incorporation was March 3, 1885.

Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

AT&T Response:

In the U.S., AT&T is the largest wireless carrier, with 71.4 million subscribers, as well as a premier provider of broadband, long distance, and local voice services. We also offer our communication services in almost every other country and territory in the world. Our services enable calls from 6 continents and 200 countries as well as wireless data roaming—for laptops, hand-held devices, and other data services—in more than 145 countries.

As a worldwide provider of IP-based services, we offer an extensive portfolio of Virtual Private Network (VPN) and Voice over IP (VoIP) services, which we back with security and support capabilities. We deliver these services to you via one of the world's most advanced backbone networks. Our wholly owned backbone network, which we operate from 38 Internet data centers (IDCs) on four continents, uses Multiprotocol Label Switching (MPLS) technology to integrate multiple network services.

The network provides MPLS-based services in 143 countries and includes more than

- 3,900 nodes
- 238,000 managed MPLS ports
- 863,000 fiber route miles

We also operate a wireless network that includes

- Spectrum availability in the top 100 U.S. markets
- Global System for Mobile communications/General Packet Radio Service (GSM/GPRS) infrastructure
- Enhanced Data rate for GSM Evolution (EDGE) wireless broadband

- Universal Mobile Telecommunications System/High Speed Downlink Packet Access (UMTS/HSDPA) broadband

In addition to retail communication services, AT&T is a global leader in wholesale communication services. Our wholesale organization serves carriers, wireless providers, systems integrators, cable operators, Internet service providers (ISPs), and content providers that need global, regional, and local end-to-end solutions.

A key to our success in providing and integrating services is AT&T Labs, our research and development group. AT&T Labs has won seven Nobel Prizes and has more than 6,700 patents. Our researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.

When you choose AT&T as your provider, you get innovative products and high-quality service.

AT&T meets government IT and communications challenges with a proven experience in delivering networking capabilities, professional services, and advanced technologies.

As a result, many U.S. civilian and defense agencies depend on us to deliver secure, scalable solutions that meet the criteria of complex and classified programs.

A unique but important segment of AT&T's overall business, AGS serves as one of the leading IT and professional services providers to the federal government.

Experience – Customer Premise Equipment

In addition to being the world's premier networking company, AT&T is in fact one of the larger hardware vendors in the industry. We have been supplying enterprises with IT, telephony, and networking hardware from top manufacturers for decades now – as part of our customers' end-to-end networking solutions, in conjunction with our managed services and simply as out-of-the-box hardware. We understand networking, and the hardware that goes with it.

Implementation Services

AT&T can manage the entire installation and network turn-up. AT&T teams can configure and stage new equipment, then handle the installation and testing – and even the ongoing maintenance. Or, when customers have staff expertise and 'bandwidth,'

AT&T can deliver the equipment when and where clients need it, and handle the installation and testing in house.

Leasing Options

AT&T customer can take advantage of a broad variety of leasing and financing options provided by AT&T Capital Services. We offer true leases, as well as lease-to-own programs, all with payment structures geared to customer requirements.

References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

AT&T Response:

Reference 1	
Firms Name	Los Angeles World Airports (LAWA)
Name	Nathan Look
Title	CTO
Telephone	424-646-5326
Dollar amount	
Dates	
Description	

Reference 2	
Firms Name	Poway USD
Name	Dawn Kale
Title	IT Director
Telephone	858-521-2860
Dollar amount	1 million Plus
Dates	1-1-2013 to Current
Description	Cisco CPE Unified Communication, Professional services Structure cabling and Advance Security Services

Reference 3	
Firms Name	Grossmont USD
Name	Robert Clay
Title	IT Director
Telephone	(619) 644-8282
Dollar amount	1 million Plus
Dates	1-1-2013 to Current
Description	Cisco CPE Unified Communication, Aruba Network APC Professional services Structure cabling and Advance Security Services (DDOS)

Reference 4	
Firms Name	San Diego MTS
Name	Sandy Bobek
Title	CIO
Telephone	619-238-0100 x6404
Dollar amount	2-3 million Ongoing
Dates	1-1-2014 current
Description	Cisco CPE Unified Communication, Professional services Structure cabling and Advance Security Services

Reference 5	
Firms Name	County of Fresno
Name	Brian Martin
Title	IT Division Manager
Telephone	(559) 600-5804
Dollar amount	\$132,296
Dates	July 2014
Description	Utilized the contract to purchase the Audio Visual upgrade to the Board of Supervisor's Board room for recording and broadcasting of the Supervisor meetings.

Reference 6	
Firms Name	County of Contra Costa
Name	Wayne Tilley
Title	Department of IT Manager
Telephone	(925) 957-7701
Dollar amount	\$690,877
Dates	September 2014
Description	Utilized the contract to purchase Cisco Equipment for the Unified Communications Voice solution they purchased as well.

Reference 7	
Firms Name	State of California – Department of Technology – STND
Name	Renato Peruzzi
Title	LED State Telecommunication Network Division
Telephone	916-657-9209
Dollar amount	\$ 1 Billion
Dates	CALNET 3 - 11/15/2013 – 6/30/2018
Description	<p>CALNET 3 – Provides a comprehensive array of telecommunications and network services to California state and non-state, government entities. Services are provided through multiple, competitively priced, vendor contracts. The State of California Department of Technology Services has contracted with AT&T for a comprehensive collection of integrated enterprise network services. AT&T has the distinctive honor of being awarded all of the modules within Category 1: Voice and Data Services. The CALNET 3 Contract provides a comprehensive array of telecommunications and network services to public entities throughout the State.</p> <p>CALNET 3 Link - http://www.otech.ca.gov/stnd/calnet3/</p>

Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and

license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

AT&T Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customers operations and use of telecommunications services, to provide and support Customers use of the Services in accordance with the terms of this Agreement. The identities and titles of specific persons and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T prior to the time the work is to be performed.

AT&T will have a Contract Specialist assigned to the FOCUS program. Escalation contacts will also be provided.

APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

AT&T Response:

Please see our responses under Section 2, Scope of Work for answers in line with the requirements.

It is the intent and commitment of AT&T to assist public sector entities in meeting their telecommunications products and services needs. While AT&T is very successful in the public sector market in 22 states, we will continue to build on our success by delivering products and services needed to meet the special needs of the public sector. AT&T has achieved success in this market by dedicating sales and marketing efforts that specialize in the specific needs of public sector entities. From state and local governments to K-12, our customers benefit from our dedicated presence in the public sector market. By aligning with Merced County to provide a pre-approved procurement vehicle for telecommunications products and services, we are able to capitalize on an established contract, with a solid foundation.

Today we have Education Advocates that work with K-12 customers, giving workshops on how to obtain Federal funds (E-rate) to bring technology to the classroom. A pre-approved procurement vehicle would simplify this process. We also have an advocate for the California Libraries in order to ensure their specific technology requirements are met. Additionally, we have structured cabling specialists, project managers, technical specialists, and inside sales representatives all assigned to meeting the sales objectives for the government and education markets.

With a dedicated sales force of over 500 people in California, all versed in public sector issues and pre-approved contracts, we will be able to quickly deliver products and

services as well as recognition for Merced County. AT&T also has dedicated corporate and regional marketing groups, each with a director and an associate director whose sole responsibility is developing public sector applications.

As the Central Valley of California continues to expand in population and business, including the University of California-Merced, AT&T will provide additional resources to meet the growing demand for services. While we do not meet the certified small business status, we meet the local vendor qualifications, and partner with certified small businesses to meet the requirement of State agencies.

Project Management Methodology

Our project management methodology for AT&T Solutions is to incorporate activities and practices that lead to successful project completion.

We design our project management to follow proven Project Management Institute (PMI) practices and techniques. The project managers we assign coordinate all of the customer, supplier, and AT&T resources, including our field services team, to complete a formal project plan. We work to keep our processes flexible and scalable so that we can rapidly deploy solutions in small and large venues.

To accomplish this, we focus on

- Creating comprehensive technical documentation and support—to help ensure that all parties understand the project deliverables
- Developing standardized installation processes—to streamline activities
- Creating training material and installation guides—to aid partner and installation crews
- Reviewing “as-built” documentation to exacting specifications—to help ensure accuracy

In addition, our methodology addresses quality control and post-installation support through

- Quality assurance practices
- Post installation walkthroughs to review installation quality and consistency and to help ensure your satisfaction
- Custom sign-off forms to ensure that your service meets or exceeds your requirements

As a result, we can provide you with proven controls, processes, and systems to minimize risk as we implement your project.

Implementation

AT&T follows a time-tested and repeatable process to design and install new service.

We've successfully used these processes to design network solutions for public and private applications in many facilities and environments. They include medical facilities, island resorts, mid-town high-rise hotels, oceanfront timeshares, world-class sporting facilities, corporate housing, five-star mountain resorts, convention centers, and thousands of retail locations nationwide.

AT&T has provided design services to market leaders in the hospitality and retail industries, and more recently to the healthcare industry. We offer the latest in 3D signal propagation modeling, which we can perform without invasive onsite surveys.

For critical applications or 24x7 operations where downtime is unacceptable, we can model the signal coverage remotely, and then quickly confirm and fine-tune the coverage model via minor onsite testing. This approach helps us maximize design accuracy while minimizing the impact on your facility operations.

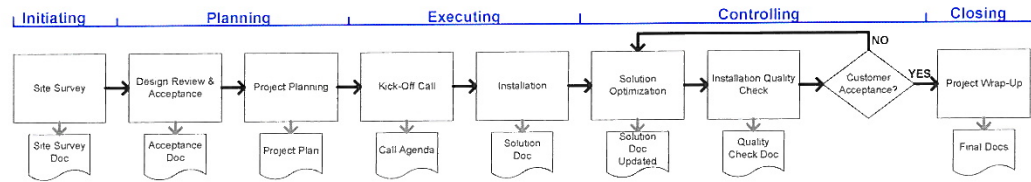
Once we complete your design, the AT&T Professional Services team follows the best practices and methodology of the Project Management Institute (PMI) of America. In fact, our Professional Services team includes PMI-certified project management professionals who have a combined experience of more than 30 years.

On average, Professional Services manages more than 300 installations a month, during which we

- Provide a primary point of contact for project-related issues
- Validate the initial project assumptions, goals, objective, and scope
- Develop and provide project plans and a deployment schedule
- Coordinate and lead project kickoff call(s)
- Facilitate change request documentation
- Create and provide quality testing documentation for customer acceptance
- Create and maintain a Project Book to store all project documentation and history

The following workflow diagram shows the typical steps and deliverables during the implementation process.

AT&T Implementation Workflow



When you consider the importance of a professional design and implementation, AT&T provides the proven processes you expect.

COST PROPOSAL

It is essential that all responding Bidders complete Exhibit 1 and include it with their submission. All proposals must have a narrative providing a thorough and clear explanation of your costs.

AT&T Response:

AT&T believes that the FOCUS proposal is unique and provides a broader base suite of products and services than offered elsewhere. AT&T's aggressive pricing is intended to ensure the continued strong use of FOCUS throughout California and help it grow across the US.

AT&T's prices will always reflect the most recent discounts. AT&T will offer additional discounting when available, such as special promotions. Each of the products offered for the FOCUS agreement will be based on a minimum of one of the three types of pricing;

- 1) An across the board discount where possible.
- 2) GSA Pricing Schedules where a manufacturer indicated that was the best price available.
- 3) Catalog pricing where the discounts might vary depending on the equipment and services as appropriate.
- 4) There are some cases where the only pricing that is available is based on an Individual Case Based (ICB) pricing. These are situations where on items like transport there could be special construction charges that require a specific price based on the term length and the services required.

AT&T has highlighted our products in our Exhibit 1 along with the Pricing Catalog. All pricing, along with descriptions of included services, is detailed on the provided Thumb Drive.

AT&T has a Contract Specialist available to ensure each customer receives contract pricing.

AT&T customers can take advantage of a broad variety of leasing and financing options provided by AT&T Capital Services. We offer true leases, as well as lease-to-own programs, all with payment structures geared to customer requirements.

EXHIBIT 1- CATEGORY OF SERVICES

Contractor should be prepared to demonstrate how they will provide standard and advanced information technology, telecommunications, imaging, homeland security technology – All Manufacture pricing is subject to change.

CATEGORY	HOW SUPPLIED = AT&T and APPROVED PARTNERS	% DISCOUNT OFF LIST PRICE
1.0 Communications Services - Descriptions		
Call Center Solutions (with ACD)	<p>AT&T Call Center solutions provide intelligent skills-based routing of interactions to contact center agents. Our solutions support multi-media including voice, email, chat & web collaboration. AT&T Call Center solutions can be dedicated or shared, premise-based or hosted in the AT&T network. AT&T offers comprehensive managed solutions that can support system monitoring and diagnosis, application consulting and scripting, program management, software/hardware integration, and installation. Backed by AT&T reliability, each managed service is supported by technical personnel with exceptional skill, training and expertise. Additionally, Interactive Voice Response (IVR) can be integrated into the Call Center solution. AT&T has strategic partnerships with Cisco, Avaya, Genesys, ShoreTel, CSG and inContact. Features supported include, but are not limited to: Computer Telephony Integration, IP Telephony, Call Recording, Screen Capture, Workforce Management, Supervisor Monitoring and Barge In, Queuing, Outbound Campaigns, Virtual Hold Technology, Real-Time and Historical Reporting.</p> <p>AT&T Consulting service s with specialization in Cisco Unified Contact Center eXpress and Unified Communications, where AT&T engages with contact center supervisors, operations managers, and executives for smooth implementations. With Cisco Contact Center Express, AT&T can support agent-based service as well as fully integrated self-service applications providing sophisticated and distributed automatic call distributor (ACD), interactive voice response (IVR), computer telephony integration (CTI), and agent and desktop services. Custom IP Contact Center Scripting with in-house programmers and call-flow design engineers: Includes Salesforce integration with IPCCX.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Call Center (ICB)</p> <p>AT&T Consulting</p> <p>AT&T Hosted Voice</p> <p>AT&T inContact</p> <p>Cisco</p> <p>Avaya (Federal GSA Schedule)</p>

Emergency Notification
Solutions (Reverse 911)

VPI -Voice Print Logging Recorder (VPI) is a progressive, ground-breaking call and screen data interaction recording solution. Highly reliable, easily implemented and remarkably effective in virtually any environment, VPI can record your multimedia interactions from a wide range of network configurations, TDM and VoIP telephony environments, and across any number of locations. VPI offers Quality Assurance feature to quickly adapt form questions, weights, and rating tools. It is a tool to document compliance, uncover coaching opportunities, and monitor the impact of NG9-1-1 adoption on employee performance.

InterACT

CAD - The Computer Aided Dispatch (CAD) system enables dispatchers, responders, and commanders to collaborate in real-time, across agency, discipline, and location boundaries. Using configurable work flow options, administrators optimize speed and accuracy, promote best practices, and assure compliance with local policies

RMS - The Record Management System (RMS) brings the benefits of cloud computing to law enforcement records management, report writing, and investigations. It provides unsurpassed data sharing, deploys quickly, interfaces easily, upgrades effortlessly, and is exceptionally easy to use.

Mobile - The Mobile applications deliver critical communications, actionable data, and situational awareness to improve tactical decision making and responder safety in the field.

NG911 Network and Call Handling – Network Based NEXTGEN Emergency Routing Service delivers E9-1-1 calls to a public agency (“Agency”) as defined in Section 53100 of the Warren 9-1-1 Emergency Assistance Act. The public agency may have one or more locations where calls are handled by 9-1-1 call-taker personnel (“Agents”).

See Pricing Catalog and the appropriate tabs:

VPI

InterACT

-NG911 Network and Call Handling

-Dashboard Analytics

	<p>Hosted 911 Call Routing Services - Network Based NEXTGEN Emergency Routing Service provides emergency call routing based on routing instructions, to a designated Agency. The routing functionality is provided on a network based platform hosted in an AT&T Network Control Center.</p> <p>Call handling Services - Network Based Integrated Emergency Response Service delivers a call along with call detail information to an E9-1-1 agent position. The Integrated Emergency Response functionality is provided on a network based platform hosted in an AT&T Network Control Center.</p> <p>Dashboard Analytics - Series of web based dashboards for displaying key metrics for emergency call information updated on a near real-time basis. This includes:</p> <ul style="list-style-type: none"> • Continuous review of jurisdictional shape files, centralized standardized processing of jurisdictional updates, notification and distribution service for County updates. Service includes version control, archiving and web-based access to all GIS data • Service continuously looks at wireless sectors in the State of California for all wireless service providers and all PSAPs on an ongoing basis, to enhance wireless 9-1-1 call optimization. • Series of web based dashboards for displaying key metrics for emergency call information updated on a near real-time basis. (Enterprise Access Licensing for a total 5 State 911 office users) and (one PSAP user license for each PSAP.) • Additional Dashboard Analytics Package access License (Only offered in conjunction with Dashboard Analytics Package (911DBA1 or 911DBA2 or 911DBA3 or 911DBA4 or 911DBA5 	
Engineering/Consulting Services	<p>AT&T Business Field Services Implementation (Basic Rack and Stack CPE installation) Implementation Staging - Preconfiguration of CPE, Implementation Installation - Initial installation of all onsite CPE, Implementation Project Management - Project management for complex installation of CPE, Implementation Project</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>Labor</p>

	<p>Coordination - Project coordination for basic (non-complex) installation of CPE.</p> <p>AT&T Consulting Services - See 10.0 Consulting Services Category</p> <p>AT&T Voice CCIEs are able to provide expert advice, design, and consulting work across a broad spectrum of Unified Telecommunications services.</p>	AT&T Consulting
Integrated Voice Response (IVR)	<p>AT&T's network-based IVR, (IVS AP IP) is an AT&T hosted, managed platform developed by AT&T Labs. IVS AP IP can support single or multi-layer call flows via basic touchtone (DTMF) or more sophisticated technologies of Directed Dialogue, Advanced Speech Recognition (ASR), and Natural Language Understanding (NLU). IVS AP IP can provide customers with the ability to have their end user population obtain information from a system at any time of the day or night without having to speak with a live agent. This type of technology is ideal for customers who have high volume call centers or would like to route as many calls as possible without the need for a live operator or agent. The ability to transfer calls off platform for agent interaction is also supported.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>IVR</p> <p>AT&T Hosted Voice</p> <p>Cisco</p>
Voice over Internet Protocol (VOIP)	<p>AT&T Managed LAN Services ("AT&T Managed LAN" or "MLAN") is a managed offer that may include a Wireless LAN component ("WLAN") Service (together "MLAN/WLAN"). AT&T Managed LAN is the foundation service. Customers may obtain WLAN, which builds upon AT&T Managed LAN.</p> <p>AT&T Managed LAN - MLAN is a premises-based Ethernet switching infrastructure of an organization's computer network. MLAN includes design, implementation and remote monitoring and management of a Customer's LAN infrastructure via select AT&T business data transport services and supported from one of AT&T's management centers, such as the Global Customer Support Center ("GCSC"). MLAN supports standard configurations of Cisco® Catalyst and Juniper EX series Switches. AT&T can support L2/L3</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>MLAN -WLAN</p> <p>AT&T Consulting</p> <p>AT&T Hosted Voice</p> <p>AT&T UC Voice</p> <p>AT&T IPFLEX</p> <p>AT&T VDNA</p>

interfaces open shortest path first (“OSPF”) with Juniper switches and Cisco switches in the same customer network, but not at the same Customer Site. Managed Service that provides a standardized voice platform for a consistent experience globally, reduces costs and provides a roadmap for Unified Communications. AT&T Managed IP Telephony managed service capability that supports your IP PBX, delivers the latest IP Telephony technology to transform the traditional circuit switched platform into a leading edge IP PBX solution. Preferred Vendor Platform Cisco or Avaya

AT&T Consulting services provides a secure foundation optimized for wired and wireless IP communications, and includes the ability to support IP-to-IP gateways for easy and cost effective connectivity between independent voice-over-IP networks and analog phone gateways using your existing phone equipment.

AT&T MIPT Services is private cloud based Unified Communications and collaboration offer Provides a single user interface that integrates presence, IM and unified messaging tools Delivers a consistent user experience across fixed and mobile devices. AT&T MIPT is a feature-rich, private cloud-based IP Telephony solution: Provides a core set of IP Telephony features & functionality Tightly Integrated with the Cisco Jabber client application for easy access to UC features Avaya-Provide advanced unified communications solutions throughout your enterprise. Now you can integrate and deliver voice, video, data, and web communications applications and services to your team anywhere—whether they’re in the office, or on the go.

Hosted Voice Services - AT&T Hosted Voice Solution, a fully hosted, network-based Voice over IP (VoIP) service that delivers enhanced communication tools over AT&T’s industry leading global IP network. At the core of the AT&T Hosted Voice Service (AT&T HVS) solution is visionary architecture. This architecture sets the stage for voice as an application in the “cloud” and provides an open standards-based, highly resilient and easily managed software suite.

Cisco

Avaya (Federal GSA Schedule)
AT&T Avaya Cloud

ShoreTel

Adtran

AT&T HVS is deployed on industry standard server platforms (IBM), in a centralized architecture. What this means is that Unified Communication and associated services are delivered to users just like any other IT application

AT&T Unified Communications Services is comprised of two key components: AT&T UC Voice and Cisco Jabber client AT&T UC Services is cloud based as a service communication and collaboration offer Provides a single user interface that integrates presence, IM and unified messaging tools Delivers a consistent user experience across fixed and mobile devices Tightly integrated with AT&T UC Voice Supports integration with many legacy telephony solutions AT&T UC Voice is a feature-rich, cloud-based IP Telephony solution: Provides a core set of IP Telephony features & functionality Tightly Integrated with the Cisco Jabber client application for easy access to UC features, beyond voice Sold “as a service” on a monthly recurring per-seat basis

AT&T IPFLEX - Session Initiation Protocol (SIP) is at work in the network and As-a-Service connecting VoIP transport services with the applications that benefit your business now and in the future.

AT&T Voice DNA® is a cutting-edge, fully hosted, network-based Voice over Internet Protocol (VoIP) service that delivers enhanced communication tools over AT&T’s industry leading global IP network. It includes advanced features, unlimited calling, and a full suite of management services and tools that help you provide the best overall service to.

Avaya-Provide advanced unified communications and contact center solutions throughout your enterprise. Now you can integrate and deliver voice, video, data, and web communications applications and services to your team anywhere—whether they’re in the office, or on the go. With a platform that delivers rock-solid reliability and remarkable adaptability, you can support new collaboration capabilities, applications, and customer services

	immediately. Choose from more than 700 features and an ever expanding, customizable applications portfolio. Plus, count on unrivaled scalability and flexibility to support everything from click-to-dial video conferencing to sophisticated contact center systems, in locations from small branches to corporate headquarters.	
Unified Messaging (UM)	<p>AT&T Unified Messaging is a messaging service that combines your email messages, landline and wireless voicemail, email and faxes into one electronic mailbox.</p> <p>AT&T Unified Messaging is provided by servers, gateways and systems located within the AT&T network. Even if your building is not usable due to flood, fire, or any other disaster, AT&T Unified Messaging is up and running so that you can continue to receive faxes, emails and voice messages for you and your employees, and these messages can be retrieved remotely in a variety of ways. Since you have access to all of your messages (voicemail, email, faxes) from any landline phone, cell phone or internet connection, your office can stay in touch and maintain productivity from a remote location. This AT&T network-based service remains in operation in the event your office or building is affected by unforeseen circumstances.</p> <p>AT&T Consulting services for Cisco Jabber makes communication easier and improves productivity by providing highly secure, clear, and reliable communications; unifying voice, voice messaging, video, presence, instant messaging, desktop sharing, and conferencing capabilities into a single client on your desktop.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Hosted Voice</p> <p>AT&T Consulting</p> <p>AT&T UC Voice</p> <p>Cisco</p> <p>Avaya (Federal GSA Schedule) AT&T Avaya Cloud</p> <p>ShoreTel</p>
Long Distance Services (Switched, Dedicated)	AT&T IPFLEX - SIP "trunking" service delivering integrated access for customer PBX systems Local, Long Distance, and International Voice & Data on a single network. VoIP calling solution with unlimited local & on-net calling with competitive long distance plans – Domestic 48 states included	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T IPFLEX</p>
Telecommunications Systems (PBX)	IP Phones offer an extensive selection of SIP-based IP phones that deliver a rich user experience and support for common phone	See Pricing Catalog and the appropriate tabs

	<p>system features, including caller ID, speakerphone, call hold, call transfer, conferencing and more. Power over Ethernet (PoE) capabilities that minimize wiring by eliminating the need for an additional power supply.</p> <p>AT&T offers traditional PBX experience (Nortel) consulting services, which provides simplified administration & maintenance processes, with introduction of appliance model.</p>	<p>Cisco</p> <p>Avaya (Federal GSA Schedule)</p> <p>ShoreTel</p>
Telephone Handsets	Handset Descriptions - See Pricing Catalog	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Hosted Voice</p> <p>Cisco</p> <p>Avaya (Federal GSA Schedule)</p> <p>ShoreTel</p> <p>Polycom</p>
Voice Mail Solutions	<p>AT&T Enterprise Messaging is typically for multi-location customers with >250 station lines and who require inter-messaging between sites. There are several product types as well as Auto Attendant capability and a self-service Administrative Tool (ECAT) for use by Customer Administrators.</p> <p>AT&T provides consulting services for IP Telephony solutions for voice, video, mobility and presence services to IP phones, media processing devices, VoIP gateways, mobile devices, and multimedia applications with the Cisco Unity platform, where the customer can set up voice-mail, fax, integrated voice response, and automated attendant.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Enterprise Messaging</p> <p>AT&T Consulting</p> <p>AT&T Hosted Voice</p> <p>AT&T UC Services</p> <p>Cisco</p> <p>Avaya (Federal GSA Schedule)</p> <p>ShoreTel</p>

<p>Wireless Voice Communication Services</p>	<p>AT&T SmartPhone Plans</p> <p>AT&T Consulting services can provide a secure, scalable, cost effective WLAN Unified Wireless Network, which includes anytime access to information, promoting collaboration / real-time access to instant messaging, email, and network resources / modular architecture supporting 802.11ac, 802.11n, 802.11a/b/g /enterprise indoor & outdoor wireless mesh, ensuring a smooth migration path to future technologies and services.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>Mobility Phone & Tablet Rate Plan MTM Telemetry Data Plan</p> <p>AT&T Consulting</p>
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2.0 Application Systems

Development	<p>"Trusted Advisor". That is what our customers call AT&T Consulting, because we provide world class IT advisory and integration services that improve our customers' business performance. We take that title seriously, and work to earn it in every engagement through a life cycle of offerings:</p> <p>Strategic planning services which help align your IT investment to business imperatives by building a clear roadmap which leverages technology and innovation in a cost effective and disciplined manner. As leaders in their respective fields, our Consultants provide world class architecture and integration of complex, large scale, and multivendor environments, ensuring seamless migration to next generation solutions and network centric services. Finally, we optimize the performance of people, process, and technology to increase business agility, improve end-to-end service quality, and differentiate your customer experience.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p> <p>Labor</p>
Installation Solutions	<p>AT&T Consulting provides experienced IT Transformation practitioners to assist you in the realignment of IT to changing business drivers and priorities. Our services are most often employed to help customers reduce costs, and optimize the services and IT assets to best serve the needs of the business. We provide strategy and planning, architecture and implementation, and optimization and transformation services across the IT transformation life cycle. Our experienced ITIL (IT Infrastructure Library) Service Managers lead the work alongside your IT teams, delivering refreshed operational frameworks in accordance with ITIL best practices. In addition, we have experience building transition and transformation programs such as new service models (insource, outsource, co-source), and offer a unique approach which ensures that innovation is integral to your long term transformation program.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p> <p>Labor</p>
Version Control Solutions	<p>AT&T Consulting provides seasoned and certified Project Management Professionals to help you execute projects on time, on budget, and with business-aligned outcomes. Our Project Managers</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting Services</p>

	<p>go beyond traditional "task management" by leveraging our infrastructure best practices, helping to anticipate and mitigate common delivery risks. Our Program Management Office experience includes some of the largest and most strategic projects across Consulting, and is organized across a four tiered structure: Executive Management, Strategic Engineering, Program Management, and Business Management. Our customers recognize our unique value proposition in several ways: through improved centralization and coordination of project work streams; increased collaboration of customer, AT&T, and other responsible parties; consensus building in key areas such as architectural standards and best practices, and scalability and efficiency through the development of tools, templates, and processes for continuous program improvement.</p>	<p>Labor</p>

3.0 Infrastructure		
Battery Backup Systems	UPS & Rack Installation Services - Includes installation & start-up of your APC NetShelter racks, power distribution units, and Smart-UPS & Symmetra UPS systems. Features include: APC-certified field service engineer; Environmental inspection; Physical assembly; Equipment positioning; Seismic anchoring; Rack baying & populating; Module installation; Configuration of network management card; Electrical installation verification; Functional verification; Energizing of UPS system; and Operational training.	See Pricing Catalog and the appropriate tabs: APC TrippLite
Cabling Services	Structured Cabling Services - Planning and design of new cabling facilities within customer's building to tie back into the network at the MPOE. Determination of inside cable type, footage requirements and cable size. Determination of pathway requirements as appropriate. Placement, testing, and certification of new inside cable. Planning and design of all new facilities within, including the most appropriate alternative path into or out of customer's property to tie back into network provider. Determination of cable footage requirements and cable size. Consultation with building owner for placement of terminating equipment and building owner obligations. Determination of conduit requirements and equipment selection as appropriate. Placement and testing of new facilities, including cable pulling, splicing, and terminating all new facilities and end-to-end testing of new facilities to validate installation.	See Pricing Catalog and the appropriate tabs: AT&T Cabling Services
Energy Auditing and Management Solutions		No Bid

4.0 Enterprise Mobility Solutions

<p>Mobile Device Management</p>	<p>AT&T Toggle is a BYOD solution that helps maintain end user personal privacy while enabling organizational control of enterprise applications in a highly secure workspace on employee-owned devices. This solution enables agencies to manage mobile devices, content and applications for different types of employees. AT&T Toggle is a cloud-based solution for Android™ and iOS®. Deployment Services from AT&T is your frontline resource to deploy smart devices. Whether nationwide or global in scope, we have the scale to deliver “ready-to-use” mobile devices rapidly and consistently, across multiple carriers. Deployment Services from AT&T provide rapid implementation of mobile solutions through a world-class delivery organization that meets client business objectives and provides enhanced customer value. We specialize in creating, deploying, and supporting enterprise mobility solutions for hardware-based solutions such as for ruggedized devices, tablets, or smartphones</p> <p>AT&T Consulting provides services for Mobile Device Management with Cisco and Aruba, including Clearpass certification.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Toggle</p> <p>AT&T MDM/Airwatch</p> <p>AT&T Mobile VPN</p> <p>AT&T Mobility Solution Services</p> <p>AT&T Consulting</p>
<p>Mobile Devices (Tablets)</p>	<p>Count on the reliable and far-reaching AT&T network Enable your employees to connect wherever their business takes them. Choose AT&T for fast, dependable, comprehensive global network coverage, including:</p> <ul style="list-style-type: none"> •The nation’s most reliable 4G LTE network, with simultaneous voice and data capabilities to maximize productivity •The broadest international coverage of any U.S. carrier, with the most wireless phones that work in the most countries •Access to the nation’s largest Wi-Fi network (based on branded and operated hotspots) •A portfolio of smartphones and mobile phones that is among the best in the wireless industry 	<p>See Pricing Catalog and the appropriate tabs:</p> <p>Mobile Devices</p> <p>AT&T Consulting</p>

	AT&T provides consulting services for mobile device deployments.	
Mobile Applications	<p>NetMotion Mobility from AT&T gives enterprises a central control point for managing mission-critical mobile deployments. It keeps mobile workers connected as they move in and out of wireless coverage areas and roam between networks, it provides the ability to set policies to manage devices, it manages application access and bandwidth, and it gives organizations the visibility they need to maximize their mobile investments.</p> <p>AT&T Fleet Manager is a powerful web-based location and telematics solution that provides fleet managers with real-time and historical GPS-based information for efficient fleet management, including vehicle and driver performance, comprehensive mapping capabilities and an in-depth suite of configurable reports.</p> <p>AT&T BOX The business of government – whether municipal, state or federal – is serving the community at the point of need, which can be almost anywhere. Efficient service delivery often relies on how quickly and securely vital information is made accessible to various agencies and workers in the field. Whether it's as complex as public safety organizations being able to share information across jurisdictions, or as simple as having access to field processes for public works inspectors, Box from AT&T is helping the public sector become more efficient by simplifying the storage, sharing and management of digital information. It provides a highly secure hosted content management and collaboration solution that is easy to deploy, scalable, and supported across multiple devices, enabling your mobile workforce to better serve the community anytime, and virtually anywhere.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>Mobile VPN</p> <p>AT&T Fleet and Asset Tagging</p> <p>AT&T BOX</p>

5.0 Maintenance Services

Maintenance Services	Multi-vendor support continues to grow. AT&T Maintenance Solutions (AMS) currently supports Cisco, Adtran, Tandberg, Brocade and ShoreTel, with additional vendors and manufacturers being added in the future. With AT&T as your single point of contact for equipment and network troubles, you get more value with AMS and features you won't get with direct Vendor Maintenance.	See Pricing Catalog and the appropriate tabs: AT&T Maintenance Solutions

6.0 Network & Enterprise Security Solutions

Firewall & Virtual Private Network (VPN) Solutions	<p>AT&T Consulting services for firewall support with Sourcefire's Next-Generation Firewall (NGFW). This provides application and user access control, cloud security intelligence system, and new file detection capabilities to protect from attacks before they can do any damage. AT&T can help your business develop and design a plan to implement a site-to-site VPN, DMVPN, remote access VPN, SSL VPN, or AnyConnect VPN to one or more businesses or sites across the globe.</p> <p>The AT&T owned and managed Premises-Based Firewall Service Complete Service provides a highly functional layer of security to your networks. The service is a fully managed bundled solution, which includes all hardware and software components, configuration, installation, day to day management and maintenance, as well as expert customer support and proactive network monitoring.</p> <p>The PBFW service can forward log information to the CLMS for advanced correlation within the network. With the ability to understand the communications as well as the ability to actively modify rules with customer approval based on attack information gathered from the CLMS system, AT&T can provide that additional level of protection and ability to not only report, but act on actionable events.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p> <p>AT&T Premise-Based Firewall (ICB)</p> <p>Cisco</p> <p>Juniper Networks</p>
Intrusion	AT&T has qualified network security engineers who can plan,	See Pricing Catalog and the appropriate tabs:

Detection/Prevention Solutions	design and implement security solutions for your business. AT&T can provide you intrusion prevention & detection through Sourcefire's Next-Generation IPS. With this, you are provided real-time contextual awareness, full-stack visibility, and intelligent security automation to monitor and analyze network traffic. Sourcefire's passive intrusion detection (IDS) provides notification of suspicious network traffic and behavior while IPS mode blocks threats.	AT&T Consulting
Network, Host & Enterprise Management Solutions	AT&T delivers data center space, power, connectivity and IT support services to provide a highly secure, reliable and scalable foundation for your hosted IT infrastructure needs.	See Pricing Catalog and the appropriate tabs: AT&T CoLocation Services
Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)	<p>AT&T Virtual Private Network (AT&T VPN) is a network-based IP VPN solution with a wide range of features and the flexibility to choose the options you require today, and over time. AT&T VPN is provided over the AT&T Global Network utilizing Multiprotocol Label Switching (MPLS) and provides high-performance, any-to any connectivity to a single network, to help ensure that your business stays connected. AT&T VPN addresses the importance of providing an agile, converged network to connect your locations and integrate both legacy and leading edge technologies in a secure, reliable environment which allows you to take full advantage of your networking capabilities.</p> <p>Integrated Services Digital Network Primary Rate Interface (ISDN PRI) is a voice and data service that provides high-volume access to the public switched telephone network (PSTN). This service lets you transmit data at high speeds to accommodate voice, data, image, and video over the same digital facilities. ISDN PRI provides 23 digital channels over one transport line (a 24th channel carries signaling information). This service offers you one T1 circuit with 23 separate voice lines or a combination of services. ISDN PRI consolidates its 23 voice or data service channels on one 1.544 Mbps transport line into a PBX or computer network. It simplifies PBX access to many applications, including LAN-to-</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Transport Solutions</p>

	<p>LAN connectivity and videoconferencing. When used for trunking, you improve PBX capacity and can transmit voice, WATS, toll-free, and circuit-switched data calls. With call-by-call software, you can use the same line for different voice or data applications as needed.</p> <p>AT&T NI Ethernet and Wavelength Service (NIEWS)</p> <ul style="list-style-type: none"> • 100G/10G/1G Ethernet Private Line Service-WAN is available in over 120 US cities • Long haul on the common fiber routes of all other carriers • Diversity- NIEWS is diverse from ATT Core • Availability limited to main peering points, data centers, large metro downtown core • Pricing is AGGRESSIVE and ICB on every circuit based on individual business case of the circuit • Less stable network – significant maintenance activities and maintenance outages. <p>What is Ethernet?</p> <p>Ethernet is the predominant computer networking technology on LAN's (Local Area Network) today. It's familiar, easy to use and very compatible with the computers, desktops and other equipment in your office. Most network routers are Ethernet ready. So it's as simple as "Plug and Play" to connect multiple locations together as if they were one LAN.</p> <p>Business is changing and whether it is expanding or consolidating, it requires the capabilities to run today's demanding applications like streaming data, email and video content. You want a service that is fast, versatile and will carry your mission-critical data wherever and whenever it is needed. Finding the right solution that fits your need and your budget is critical and many businesses find Ethernet services will deliver the performance they need at an affordable price.</p>	
Video Solutions	AT&T Telepresence Solution (ATS) is a set of fully managed	See Pricing Catalog and the appropriate tabs:

	<p>videoconferencing services that combines high definition video and audio with collaboration features to enable people working at different locations and in different organizations to communicate as if they were in the same room. ATS combines AT&T global networking and management capabilities with Cisco® (Tandberg), Polycom®, and Lifesize® technology to deliver a flexible and scalable video solution with multiple options. AT&T provides a complete, end-to-end solution. Our solution includes design, planning, deployment, maintenance, and support; room system hardware; and multipoint business-to-business calling</p> <p>AT&T Connect provides solutions for conferencing and collaboration, and supports audio, web and video conferencing, both inside and outside of the firewall, allowing employees to use the same tools in or out of the office, as well as with other employees, agencies, or outside contractors. This flexibility makes AT&T Connect the easy choice whether conducting a weekly staff call or a meeting with contractors to review the status of a project. And with the capability to access AT&T Connect from mobile devices, you'll be able to continue working on tasks when you're between offices.</p> <p>AT&T Engineers are able to provide the design and implementation of Cisco Unified Communication Solutions, including multisite deployments, Cisco voice gateways and switches, interfacing with various customer contacts, project management and coordination. AT&T engineers can also support deployments of Cisco voice and video products.</p> <p>AT&T Conferencing with Cisco WebEx solution provides a comprehensive web collaboration solution in one bundled offer. Mix and match the collaboration solutions you need, or use all four products which are available as one offer. AT&T delivers a solution with a rich array of global audio capabilities, in conjunction with high-definition (HD) video and in-depth WebEx® web conferencing features. Attendees can join conferences smoothly with local, in-country phone numbers in more than 150 countries,</p>	<p>AT&T Managed Telepresence</p> <p>AT&T Connect</p> <p>AT&T Consulting</p> <p>Cisco</p> <p>Polycom</p> <p>LifeSize</p> <p>Video Solutions</p> <p>Vidyo</p> <p>VBrick</p>
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improving performance and reliability and helping reduce costs. Accelerate your business growth with a selection of richly featured meeting solutions that can accommodate your needs for a variety of conferences:

- Cisco WebEx Meeting Center provides support for conducting day-to-day meetings
- Cisco WebEx Event Center helps with staging online events
- Cisco WebEx Training center helps in delivering staff training
- Cisco WebEx Support Center provides subject-matter experts to assist in accessing desktops remotely and in real time, helping to troubleshoot problems.

Collaboration

Polycom Solutions for Collaborative Government Solutions : Solutions by Industry Global collaboration driving government performance. Governments worldwide collaborate securely on any network, with any device in any video environment with Polycom RealPresence Solutions.

Overview Benefits Resources Customer Stories Government departments and agencies around the world grapple with budget pressures caused by tax revenue shortfalls, an environment of spiraling costs, and increasing demands from citizens. They have to do more with less, and improve their service, responsiveness, efficiency, productivity and collaboration.

A collaborative approach promotes greater interaction and engagement between governments and their stakeholders. This gives citizens on-demand access to better quality services...no matter where those citizens are located.

Polycom RealPresence Voice and Video Solutions enable government agency representatives and citizens to communicate easily and effectively, from anywhere to anywhere. This improves public services, increases departmental efficiency and responsiveness, and promotes inter-agency collaboration.

	AT&T provides a complete, end-to-end solution. Our solution includes design, planning, deployment, maintenance, and support; room system hardware; optional video services and video integration.	
Wireless Solutions (Wi-Fi)	<p>AT&T Wireless LAN Service - WLAN is an extension of MLAN that includes IEEE 802.11 compliant wireless controllers, wireless access points and their communication with compatible edge devices. WLAN requires that the Customer's wired LAN also be under AT&T management. AT&T provides design, implementation and remote in band monitoring and management of a Customer's Wireless LAN infrastructure from one of AT&T's Management centers. WLAN supports standard configurations of Cisco's Aironet/AIR-CAP Access Points and Aruba® WLAN devices.</p> <p>AT&T Consulting services are provided for indoor and outdoor (point to point and mesh) solutions to meet the most challenging performance and operation requirements. AT&T provides a modular architecture that supports 802.11n, 802.11a/b/g/ and enterprise wireless mesh for indoor and outdoor locations, while ensuring a smooth migration path to future technologies and services.</p> <p>Aruba wireless solutions feature strong government-grade security to protect information. Service the public across a trusted wireless infrastructure that delivers mobility to government centers and remote service facilities.</p> <p>The Cisco Meraki cloud management architecture provides powerful and intuitive centralized management, while eliminating the cost and complexity of traditional on-site wireless controllers. Seamlessly manage campus-wide WiFi deployments and distributed multi-site networks with zero-touch access point provisioning, network-wide visibility and control, cloud-based RF optimization, seamless firmware updates and more. Meraki devices</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T MLAN-WLAN-MIPT</p> <p>AT&T Consulting</p> <p>Aruba</p> <p>Cisco</p>

	self-provision, enabling large campus and multi-site deployments without on-site IT.	
7.0 E-Government		
Web Site Analytics	AT&T Website and Mobile Analytics - AT&T leverages industry best practice process of Requirements Analysis, Design (Information Architecture & Visual Identity), and Development (Build and Deploy).	See Pricing Catalog and the appropriate tabs: E-Government AT&T Consulting
Web Site Content Management Solutions	AT&T Website and Mobile Analytics - AT&T leverages industry best practice process of Requirements Analysis, Design (Information Architecture & Visual Identity), and Development (Build and Deploy).	See Pricing Catalog and the appropriate tabs: E-Government AT&T Consulting
Web Site Design, Development, Hosting Services	<p>Virtual Dedicated Server - Single-server hosted solution logically partitioned on virtualized server platform. Multiple customers share expense of hardware and network connections, without sacrificing performance or security. Run websites and other applications as if you were running on a dedicated physical server. Virtualized server platform with partitioned resources Packages for web disc space: Basic: 10 GB Enhanced: 20 GB Premium: 40 GB</p> <p>Managed Dedicated Server Fully dedicated single-server hosted solution Security and performance of a dedicated environment without the costs of managing the hardware in-house. Enterprise-class server and software to power the most intensive sites and applications with dedicated bandwidth and processing. Fully dedicated server with mirrored disk drives Packages for web disc space/bandwidth transfer: Basic: 60 GB / 1000 GB per mo Enhanced: 140 GB/ 2000 GB per mo Premium: 280 GB/ 3000 GB per mo</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Web Site Design Services</p> <p>AT&T Web Hosting VDS</p> <p>AT&T Web Hosting MDS</p> <p>Due to the complexity inherent in VDS and MDS solutions, coupled with requirements unique to each individual client, all pricing is custom and provided within customers Scope of Work.</p>

	<p>Web Design Service is an optional service that provides customers with professional support to create a fully functional and visually-appealing website to represent their business online. Customer consults with a design expert on how to get the most out of their web presence. This allows customers to get their business online quickly and effectively without the need to become a web design expert.</p>	
Web Site Development Tools	<p>AT&T Website and Mobile Analytics - AT&T leverages industry best practice process of Requirements Analysis, Design (Information Architecture & Visual Identity), and Development (Build and Deploy).</p>	<p>See Pricing Catalog and the appropriate tabs</p> <p>E-Government</p> <p>AT&T Web Site Solutions</p>
Web Site Intranet Solutions	<p>AT&T Website and Mobile Analytics - AT&T leverages industry best practice process of Requirements Analysis, Design (Information Architecture & Visual Identity), and Development (Build and Deploy).</p>	<p>See Pricing Catalog and the appropriate tabs</p> <p>E-Government</p> <p>AT&T Consulting</p>
Web Monitoring & Filtering Solutions	<p>AT&T Web Security service helps create a protected and productive Internet environment for your organization. The service is designed to keep malware off your organizations network and allow you to control the use of the Web by employing Web Filtering, Web Malware Scanning and Anywhere+ Control features. As a fully managed service, AT&T Web Security Service requires no additional hardware, upfront equipment costs or ongoing system maintenance.</p> <p>Correlated Log Management Services (CLMS) utilizes AT&T's expertise in security analysis and operations within the AT&T Security Operations Center (SOC) to correlate information</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>Cisco</p> <p>Juniper</p> <p>AT&T Web Security (ICB)</p> <p>CLMS (ICB)</p>
Web Site Portal Solutions		<p>See Pricing Catalog and the appropriate tab:</p> <p>AT&T Website Solutions</p>

8.0 Enterprise Systems		
Virtualization (Servers)	<p>AT&T Private Cloud delivers virtualized IT infrastructure resources physically dedicated to your organization. You get the benefits of cloud computing - including self-service, scalability, and control, with the ability to secure and customize your infrastructure with capabilities only available from AT&T.</p> <p>AT&T Synaptic Hosting is a standardized, fully managed virtualized computing platform. It combines network, security, server and storage resources to deliver a complete managed IT infrastructure stack onto which a customer can deploy and run business critical applications. Integrating the industry's best technologies with AT&T proven operational practices, the service provides customers a more scalable and cost effective environment than they could typically achieve using physically dedicated components., AT&T Synaptic Hosting solutions provide value through the following service characteristics</p> <ul style="list-style-type: none"> • Flexibility. Customers can adapt their environment by adding, upgrading or removing virtual servers and storage as needed • Leveraging Standardized and repeatable processes supported by advanced technology. This can assist with meeting standards and compliance requirements. • Controlling security demands at every layer of the infrastructure and avoiding and managing security breaches • Providing competent staffing to support and manage a more complex infrastructure including hardware and software requiring specialization • Caring for increasing complexity driven by more application challenges and time consuming requirements to manage infrastructure interdependencies at various layers of the IT stack • Holistic solution and support. Solutions are designed, implemented and delivered as a turnkey package, with everything needed to effectively run a customer's application, right out of the box. • Location independence. The service is fully managed by AT&T and accessed over the network, so it can be sold to customers located 	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Synaptic Hosting</p> <p>AT&T Consulting</p>

	<p>virtually anywhere.</p> <p>AT&T IaaS cloud consulting services include building single virtual machines with 1 TB RAM, 64 vCPUs and 100,000 IOPS to support the most demanding enterprise workloads.</p> <p>AT&T Consulting services for cloud-based Disaster Recovery solutions feature extensive options and build dynamic disaster recovery environments with on-demand compute and storage reserves plus private Layer 2 connectivity to cloud space. Also, consulting services for virtualization solutions includes VMWare, Microsoft Hyper-V, and Oracle VM.</p>	
Virtual Desktop Infrastructure (VDI)	<p>With AT&T Virtual Desktop Service, the traditional device-based desktop environment moves into the AT&T cloud. Rather than storing programs, applications and data locally on a PC hard drive, they reside and run on a remote centralized platform within a state-of-the-art AT&T Internet Data Center. This centralized platform provides your IT staff with a faster, easier way to manage the never-ending influx of endpoint devices, while enhancing the security of your data and applications.</p> <p>AT&T Consulting services for VDI initiatives leverage VMware solutions to optimize the customer environment.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>VDI</p> <p>AT&T Consulting</p>
Anti-Virus, Spam, Spyware Solutions	<p>TECH 360 - Tech Support 360 service packages for PC offer live, 24/7 remote technical support for your computer, software and peripherals (like tablets, digital cameras, smartphones, printers, MP3 players) AT&T provides direct service right over the internet via a highly secure online delivery platform.</p> <p>AT&T brings you four Office 365 applications, so you have more options to communicate and collaborate the way you want. Employees can tap into a robust suite of productivity tools from nearly any device and virtually anywhere there's an Internet connection. It's easier for them because there's no software to</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Helpdesk Solutions</p> <p>AT&T Consulting</p>

	<p>download, and they can use their familiar, everyday devices to connect with the people, applications and data they need. It's easier for you because just one stop at AT&T brings you a comprehensive collaboration solution with a single point of responsibility and contact for full lifecycle support</p> <p>Exchange Online® from AT&T - Built to deliver the reliability your business demands, Exchange Online from AT&T provides access to hosted email, calendar and contacts on Internet connected smartphones, tablets or PCs.</p> <p>AT&T Consulting services based on Symantec Solutions can address deployment of Anti-Virus and Malware protection from the network edge to the user desktop.</p>	
Data Encryption Products & Services	<p>AT&T Token Authentication Service – Organizations need to know who is gaining access to network applications to help avoid unauthorized access and disclosure of sensitive information. This risk of exposing proprietary and sensitive information is magnified as the number of remote users accessing the network increases. AT&T Token Authentication service is a network access protection method that uses an enhanced security feature, called two-factor authentication, which requires a user to provide two unique factors to gain access to a private network: something they know (a password or PIN) and something they possess (an authenticator).</p> <p>AT&T Encryption Services is a service that simplifies e-mail and data encryption by automating the management and use of digital credentials. You can quickly and efficiently digitally sign and encrypt messages or files using existing desktop, mobile and web interfaces. Multiple methods of message delivery and receipt help ensure that encrypted data reaches the intended audience.</p> <p>AT&T Secure E-Mail Gateway (SEG) is a network-based Security as a Service (SecaaS) offering. SEG protects customers from internal and external email threats that can include: commercial</p>	<p>See Pricing Catalog and the appropriate tabs</p> <p>AT&T Token Authentication Service (ICB)</p> <p>AT&T Encryption Services (ICB)</p> <p>AT&T Secure e-Mail Gateway (ICB)</p> <p>AT&T Consulting</p>

	spam, malicious attachments, direct email server connections from spammers and botnet-controlled endpoints, and email embedded URL-based attacks. SEG provides features and tools that enable customers to comply with data privacy and retention regulations, meet legal discovery requirements, and implement data loss prevention strategies. SEG customers retain responsibility and control over much of the configuration and settings for the service.	
Helpdesk Solutions	TECH 360 - Tech Support 360 service packages for PC offer live, 24/7 remote technical support for your computer, software and peripherals (like tablets, digital cameras, smartphones, printers, MP3 players) AT&T provides direct service right over the internet via a highly secure online delivery platform.	See Pricing Catalog and the appropriate tabs: AT&T Helpdesk Solutions
Hosting Services and Applications	AT&T delivers data center space, power, connectivity and IT support services to provide a highly secure, reliable and scalable foundation for your hosted IT infrastructure needs. AT&T IDCs are built to the highest industry standards for availability and performance - HVAC systems maintain proper temperature and humidity conditions for the client's hosted IT infrastructure -UPS systems provide conditioned power during normal operation and immediate backup power in the event of commercial power failure -Diesel generators provide continuous power for longer commercial power outages, with onsite diesel fuel storage and resupply contracts -Critical components and paths have built-in redundancy to ensure no single point of failure AT&T provides consulting services for private, public, & hybrid cloud solutions.	See Pricing Catalog and the appropriate tabs: AT&T CoLocation Services AT&T Synaptic Hosting AT&T Web Hosting VDS AT&T Web Hosting MDS AT&T Consulting
Radio Frequency Identification (RFID)	AT&T provides consulting services for RFID solutions for a number of business needs and security concerns, utilizing a multi-vendor array of tools and utilities	See Pricing Catalog and the appropriate tabs: AT&T Consulting

Server, Storage & Data
Management Products

AT&T Synaptic Storage as a Service is a virtualized storehouse that provides elastic data storage capacity on demand. The service easily scales up and down to any size, allows customers to pay only for the storage used, and requires no financial commitments or minimums. It can be accessed by authorized users via a web interface anytime and from any network IP-based device connected to the Internet or to AT&T's Global IP Network.

AT&T Enterprise Remote Backup as a Service is an easy to use, easy to measure, backup service that you consume on a protected per GB cost basis. With AT&T Enterprise Remote Backup as a Service, backing up your company's data is simple. Just identify the computer systems you want to protect, choose how long the backup data should be retained, and AT&T does the rest. You are charged only for the amount of data that is protected. So if you have 10GB of data to back up, you are charged at a service rate of \$/GB times 10. It doesn't matter how many backup copies you select or how much space it consumes on AT&T's remote server, the rate is based on the amount of data protected. It's simple, scalable, and easy to consume and measure, with flexible service options based on how much data you back up, how quickly you need it restored and how long you need to retain your backup copy.

AT&T Enterprise File Sync and Share is an easy-to-use, enterprise-grade file sync and share solution that gives business users access to all of their files, on all of their devices, online or offline – hassle free. By combining a highly secure file sync with a rich mobile and web experience, users can finally access all their business files and share inside or outside their organization, automatically, without taking any extra steps.

AT&T Consulting services based on FlexPod solutions, to help reduce risk while increasing IT productivity with high accessibility and scalable storage. FlexPod's architecture provides a high-capacity data center platform designed for virtualized environments and configured for growing needs. Some of the key features of the

See Pricing Catalog and the appropriate tabs:

AT&T Synaptic Hosting

AT&T Consulting

AT&T IaaS

	FlexPod solution include orchestration, compute, network, storage, and virtualization.	
Telepresence/Video Conferencing	<p>Telepresence - AT&T Telepresence Solution (ATS) is a set of fully managed videoconferencing services that combines high definition video and audio with collaboration features to enable people working at different locations and in different organizations to communicate as if they were in the same room. ATS combines AT&T global networking and management capabilities with Cisco (Tandberg), Polycom, and Lifesize technology to deliver a flexible and scalable video solution with multiple options.</p> <p>ATS enables intra- and inter-company interoperability between telepresence and standard or high-definition SIP, H.323, and H.320 videoconferencing Endpoints. In addition, ATS works with many network connectivity and transport options. From large, immersive telepresence rooms, small meeting rooms, and desktop units to mobile devices (e.g., laptops, tablets, and smartphones), we can extend telepresence to almost any standards-based Endpoint via the Internet or a private connection.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Telepresence</p>
9.0 Training Solutions		
Training Solutions	<p>On-Site Training</p> <p>Global Knowledge is one of the leading IT and business skills training provider. Certifications include Amazon Web Services, Avaya, Cisco, Citrix, Cloud, Security, EMC, Juniper, Microsoft, Project Management, etc.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p> <p>Global Knowledge</p>
10.0 Consulting Services		
Consulting Services	<p>AT&T Consulting provides a spectrum of capabilities across eight strategic service areas: Advanced Infrastructure, Cloud and Data Center, Security, IT Service Management, Contact Center, Unified Communications, Project Management, and IT Transformation</p> <p>AT&T Consulting services with multiple engineers, architects, and solutions designers provide a holistic and comprehensive approach</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p>

	to concerns an organization has with networking, security, virtualization, compute, or any combination thereof.	
11.0 Other Goods and Services		
AT&T Netbond	<p>AT&T Netbond - AT&T NetBond solution integrates Cloud Solution Providers' cloud service with our virtual private network to deliver exceptional levels of performance throughout the entire networked cloud environment, rapid availability of data and applications, greater business agility and flexibility, and efficient completion of computing tasks.</p> <p>Mission-critical workloads require the highest levels of performance and security, so the thought of delivering your private information via the public Internet may cause you to put your cloud initiatives on hold. You could build your own internal cloud, but that can be a lengthy, labor-intensive process.</p> <p>AT&T NetBond delivers the best of both worlds: the scalability, ease of use and speed benefits of multi-tenant cloud, combined with the enterprise-grade security, performance, data availability and control of a private cloud.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Netbond</p>
AT&T Internet Protect - DDoS Defense	<p>Internet Protect/DDoS - Security administrators also face increasingly sophisticated attacks from both internal and external users, and must now introduce a defense-in-depth strategy of continuously deploying additional layers of security behind the network perimeter defenses. To support this strategy, AT&T Internet Protect® provides a breakthrough in intrusion prevention that offers an additional method of protection for enterprises. By analyzing Internet traffic heuristics and statistical models, this service can predict and profile potential malicious activity. You can use this information to filter potential attacks before they impact your network.</p> <p>AT&T Distributed Denial of Service (DDoS) Defense is a service option under AT&T Internet ProtectSM service that is designed to detect and mitigate distributed denial of service attacks on your network. DDoS Defense helps identify and block malicious packets</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Internet Protect/DDoS (ICB)</p>

	in near real time to help you prevent possible negative affects regarding the flow of your business traffic.	
Network Integration as a Service	<p>Network Integration as a Service (IaaS) is a coordinated service integration platform designed to help customers connect and integrate best-of-breed service offerings and capabilities into their enterprise infrastructure. Network Integration uses the IaaS platform to present a new balance between risk and value, providing businesses with an efficient means for developing strategies to design, test, deploy and manage the process of service and capabilities integration. With the benefit of a well-established IaaS platform, our customers are connected to a robust catalog of services and capabilities, creating comprehensive solutions which include any or all of the following capabilities</p> <p>A Single, Enterprise-Wide Solution AT&T Remote Backup as a Service scales across remote offices, virtual environments, databases, applications and operating systems, as well as desktops and laptops, for protection from the edge to the data center. Backup software agents can be downloaded to a variety of endpoints.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T IaaS</p>
Unified Communications Federation NI	<p>Unified Communications Federation NI - AT&T UC Federation is a highly secure UC collaboration service that provides a way for companies to interconnect a range of multi-vendor UC solutions – allowing cross-functional teams inside and outside your enterprise to help you collaborate more freely and easily across boundaries. As part of the AT&T Unified Communications Services (AT&T UC Services) portfolio, AT&T UC Federation lets you reach for the AT&T cloud to rethink what's possible in collaborative business interactions.</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Federation NI (ICB)</p>
Business Continuity	<p>Business Continuity and Disaster Recovery Planning</p>	<p>See Pricing Catalog and the appropriate tabs:</p> <p>AT&T Consulting</p>
Cloud Architect	<p>AT&T Cloud Architect provides flexible options for every</p>	<p>See Pricing Catalog and the appropriate tabs:</p>

	<p>application. It supports any application or software you may want to run. The complicated configurations of the past have given way to an automated, standardized and quick way to select, provision and deploy servers within minutes or hours rather than days. There are four compute options currently available for the AT&T Cloud Architect service:</p> <ul style="list-style-type: none">• Public instance• Private instance• Bare metal server• Dedicated server	<p>Cloud Architect</p>
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FINANCIAL STATEMENT

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

AT&T Response:

AT&T has included a separate sealed envelope with financial information for 2014, 2013 and 2012 as required.



Providing Technology Expertise, Equipment, Services, and Systems



Mark A. Cowart
Chief Information Officer

2222 "M" Street
Merced, CA 95340
(209) 385-7331
www.co.merced.ca.us

Equal Opportunity Employer

DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING

Issue Date: February 5, 2015

COUNTY OF MERCED
REQUEST FOR FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS) PROPOSAL
NUMBER 7073
FOR
PROVIDING TECHNOLOGY EXPERTISE,
EQUIPMENT, SERVICES, AND SYSTEMS

Notice is hereby given that sealed proposals will be received at the Merced County Department of Administrative Services - Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be presented under sealed cover and clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services - Purchasing
2222 "M" Street Merced, California 95340
Attn: Kim Nausin
Office: 209-385-7513
Email: knausin@co.merced.ca.us

Any Bidder, who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services - Purchasing Division Office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE**

March 24, 2015

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AT&T Proprietary: The information contained herein is for use by authorized persons only and is not for general distribution.



CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

CLOSING DEADLINE DATE: 4:00 P.M., TUESDAY, MARCH 24, 2015

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES - PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. N/A Acknowledgement of Amendment(s) (If any)
2. X Cover Letter
3. X Table of Contents
4. X Executive Summary
5. X Exceptions
6. X Bidder's Qualifications
7. X Approach
8. X Financial Statement or Sufficient Financial Information (**Non-submittal is considered non-responsive and cause for rejection of proposal.**)
9. X Signature Sheet (Attachment A) Returned completed with Proposal
10. X Category of Services (Exhibit 1) Returned completed with Proposal

SECTION 1 - INTENT

1.1. INTRODUCTION

It is the intention of Merced County to establish a national contract that satisfies the needs of participating governmental entities in the purchase of Technology Solutions. This contract will enable agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their catalog of available products and services as requested in Exhibit 1.

Specifically, the purpose of this Request for Fast Open Contracts Utilization Services Schedule (FOCUS) is to solicit proposals from firms specializing in providing technology solutions that consist of equipment and services. Respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business for the opportunity to participate in an innovative County public-private relationship that has national opportunities. Selected firms will enter into contractual relationships with Merced County. It is anticipated that multiple providers will be selected.

1.2. BACKGROUND INFORMATION

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over a decade ago, and under State of California procurement guidelines (Gov. Code §25330 – 25338), was a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and state governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The replacement Request for Fast Open Contracts Utilization Services (FOCUS) program is offered throughout California and nationally.

Purpose of FOCUS:

- Provide governmental agencies opportunities for greater efficiency and economy in procuring technology goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts are available.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.

- Help in assisting with use of best business practices.

For Firms: Under existing contracts, Merced County provides its standing as a governmental jurisdiction offering a contract for government purchasing, marketing assistance, and advocacy at appropriate meetings, conferences, or similar events in return for an administration/marketing fee. In addition, Merced County is authorized to provide and offer, for a fee, consulting services/expertise to a vendor for preparing responses to other government bids, general or specific management assistance and other selected areas. Authority for Merced County to engage in these innovative and non-traditional activities is granted under California Government Code.

Respondents shall provide pricing based on a discount from a manufacturer's price list. A multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Merced County requests equal or better than pricing to be submitted.

Each category proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Agencies must have access to Master Pricelist in order to verify the proposed discount.

Merced County is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of technology projects. In addition, Merced County also requests any value add commodity or service that could be provided under this contract.

1.3. CONTRACT TERM

The Contract term shall be for a period of three (3) years. The start date commence upon Merced County Board of Supervisors written approval. Through mutual written agreement, contract term may be extended for two (2) additional, one (1) year terms, not to exceed five (5) years in total, contingent on appropriate and sufficient funding.

A Sample Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County's Board of Supervisors.

1.4. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

Activity Estimated Schedule	Date
a. Availability of the Request for Proposal	2/25/2015
b. Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	3/13/2015
c. Closing Date for the Request for Proposal NOTE: A list of respondents will be posted to the web at close of RFP	3/24/2015
d. Commencement of review of Request for Proposal by the Evaluation Committee	3/30/2015
e. Contract Performance to Commence	7/2015

SECTION 2 - REQUIREMENTS

2.1. SCOPE OF WORK

The purpose of this FOCUS will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

Merced County may select multiple vendors in each category for use by other governmental entities. This will allow agencies to pick and choose vendors that best suit their specific needs.

The program design shall incorporate the following requirements and principles to support the proposed technology goods and services described in Exhibit 1, "Category of Services":

- 2.1.1. The categories reflect a wide array of requirements under which vendors may propose creative ideas to assist governmental needs with technology solutions.

AT&T Response:

We are pleased to respond to all 11 categories listed in Exhibit 1. Please refer to Exhibit 1 in the Cost Proposal tab for itemized solutions by category and the electronic product/pricing catalog included on the memory stick.

AT&T is offering a suite of solutions. Some of our major vendors in this proposal are:

- AT&T
- Cisco Systems
- Avaya
- ShoreTel
- Juniper Networks
- Polycom
- APC
- TrippLite

- 2.1.2. Organizations/businesses may choose to respond to this Proposal in one or more of the categories. Merced County may choose more than one respondent per category to participate in FOCUS.
- 2.1.3. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.
- 2.1.4. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10% of the total price of the Purchase Order.
- 2.1.5. Merced County reserves the right to receive and process all orders at a future date.
- 2.1.6. VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.
- 2.1.7. Corporate level management support and resource commitment to the FOCUS program.

AT&T Response:

The FOCUS program has AT&T corporate level management support and resource commitment. Thousands of people throughout the United States are assigned to public sector sales, and it is understood that pre-approved contracts are critical to our success in the public sector market. All California account teams are trained and currently sell from our existing FOCUS agreement to an average of \$5 million per year. A Contract Specialist, Account Manager and Sales Manager have been assigned to the program. Ken Harth, Vice President of GEM sales, has ownership for the program's success.

- 2.1.8. Corporate level dedication to at least a California marketing program.

AT&T Response:

AT&T has a strong marketing program for FOCUS in California with outstanding customer references throughout the state. Some of our recent FOCUS customers include:

County of San Diego
County of Fresno
County of Contra Costa
City of Stockton

We have an organization that has a presence in 22 states. We have a high level of interest for the FOCUS program outside of California. AT&T plans to market the FOCUS program in all 22 states with an aggressive kick-off campaign after contract signing.

2.1.9. Corporate level commitment to their sales force in promoting the FOCUS program and rewarding successes.

AT&T Response:

AT&T has been successful in the GEM market because of our understanding that dedicated personnel are required to meet the special needs of our customers. Sales and management teams are already in place with a quota to drive business in public sector. The FOCUS program will be a welcome addition to the tools that account teams use to ensure success.

2.1.10. An aggressive marketing strategy.

AT&T Response:

AT&T intends to aggressively market the FOCUS program by participating in business shows, presenting customer seminars, sponsoring sales and telemarketing campaigns, developing co-branded collateral, and spreading the word through AT&T sales personnel.

2.1.11. Excellence in customer support and service.

AT&T Response:

AT&T is the world's leading data, voice, and internet service provider and has earned that distinction by delivering excellent customer service and support. Merced County can expect the same level of service for the FOCUS program.

Customer Care Centers

AT&T takes support a step further with our Customer Care Centers, providing single-call support for all our products and services. Our response to the County of Merced includes these world class services for FOCUS customers. Our engineers have the expertise to remotely diagnose, isolate, and restore networks to working order - all through proactive alarm and environmental monitoring services. We remotely monitor and repair problems

90% of the time without having to dispatch our repair personnel to the customer's premises.

Our Customer Care Centers offer you the option of 7x24x365 support and expertise to resolve complex, multi-vendor, interoperability problems. Our multilevel automatic call escalation process will forward your call to a highly trained AT&T engineer who instantly has access to your specific network equipment inventory and diagram on-line. By avoiding the usual first-line dispatcher found in many technical phone support groups, this established process helps resolve your networking problems quickly, minimizing the impact a network crisis will have on your business.

24x7 Network Monitoring

We continuously monitor your network using management systems that employ SNMP (Simple Network Management Protocol). These systems provide real-time, graphic-oriented network management of the supported SNMP-manageable devices. AT&T engineers use SNMP agents and ping commands to monitor the status of your network. These distinct platforms provide the AT&T engineering support staff powerful tools to resolve problems rapidly, manage configuration, and report trouble. Our Network Operation Centers provide 24x7x365 service with expert, seasoned support staff.

2.1.12. A commitment to use local providers and/or contracted services where a corporate presence does not exist.

AT&T Response:

AT&T has extensive corporate coverage in the state, with over 500 locations in California. Where we do not have corporate presence, we work with contractors to provide service.

2.1.13. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.

AT&T Response:

AT&T commits to any meetings necessary to ensure the success of FOCUS with AT&T.

2.1.14. A commitment to meet on FOCUS progress each quarter.

AT&T Response:

AT&T commits to any meetings necessary to ensure the success of FOCUS with AT&T.

- 2.1.15. A product and service quality assurance program that meets or exceeds industry excellence standards.

AT&T Response:

The mission of AT&T's quality management program is to achieve maximum customer satisfaction by creating a common framework via internal and external programs and certifications.

Our internal quality programs include

- **Six Sigma**—A disciplined, data driven approach to process improvement
- **Management System and Operating Control (MSOC)**—An AT&T patented methodology for optimizing organizational performance
- **Lean**—A systematic approach to identify and eliminate non-value-added activities
- **Quality by Design (QbD)**—A process of launching a product to market that meets customer and business requirements and which can be efficiently managed and continuously improved throughout its life cycle

In addition, many AT&T organizations are certified for the following external industry standards:

- **TL 9000**—A QuEST Forum International Organization for Standardization (ISO) standard that defines communications quality system requirements for the communications industry
- **Capability Maturity Model Integration (CMMI)**—A process improvement administered by Carnegie Mellon University

As a result, we've established a quality policy that consistently provides products and services that meet or surpass the expectations of our customers.

- 2.1.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.

AT&T Response:

AT&T takes exception. AT&T is providing a custom solution based on the specific scope of this RFP. For the discounts quoted, AT&T will provide the equipment/services quoted and will comply with the RFP requirements as responded to by AT&T. AT&T has provided competitive pricing; but because of the size and scope of our business, we

cannot guarantee how this pricing and any other terms may compare with other pricing and terms. Any pricing or other terms provided to other Customers would not impact this procurement.

AT&T believes that the FOCUS proposal is unique and provides a broader base suite of products and services than offered elsewhere. AT&T's aggressive pricing is intended to ensure the continued strong use of FOCUS throughout California and help it grow across the US.

Similar to FOCUS 1 and FOCUS 2, AT&T's prices will always reflect the most recent discounts. AT&T may offer additional discounting when available, such as special promotions. Products will have an across the board discount where possible. Schedule and catalog pricing are also provided where appropriate. All pricing, along with descriptions of included services, is detailed on the provided memory stick.

2.1.17. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.

AT&T Response:

AT&T only partners with industry leaders in our product and services suites. Our alliance team works diligently to develop and foster relationships with industry leaders to ensure the best products and services are available to our public sector customers.

2.1.18. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.

AT&T Response:

AT&T currently has on-line placement/tracking systems that are used for our orders with vendors. In most cases, this information can be shared with clients to assist in the immediate tracking of orders placed by AT&T.

AT&T BusinessDirect® eOrder is an electronic ordering tool that you access through the BusinessDirect portal.

Once we've implemented your contracted services, we'll set up eOrder for your account, and you can begin using the tool. It enables you to place most orders (adds, moves, or changes) for voice and data services, track order status, and expedite ordering and fulfillment. BusinessDirect and eOrder are free and are available around the clock.

2.1.19. Describe the level of availability for access and customer support.

AT&T Response:

The AT&T Global Customer Support Center (GCSC) provides support for our customers and services.

The GCSC organizational structure provides focused management to deliver a complete customer care package that includes 24x7 support. Teams of analysts with tier 1 and tier 2 skills own and manage a problem from its beginning to resolution. As necessary, tier 3 analysts provide their experience and support.

Whenever possible, we monitor in-scope service components—including client routers, provider devices, and circuits. In monitoring components, we use our proprietary, state-of-the-art integrated Global Enterprise Management System (iGEMS) platform. iGEMS supports common, consistent management of enterprise Wide Area Network (WAN), Local Area Network (LAN), voice, and security services.

iGEMS tools can support reactive management (indication that something has failed), pro-active management (indication of imminent failure) and predictive management (prediction that failure will occur if trends continue). Our iGEMS tools, along with supplier tools that use integrated processes and methodologies, are central to our global network of 24x7 customer and network management centers.

We proactively manage Simple Network Management Protocol (SNMP) manageable devices. We up/down (ping) manage and/or reactively manage devices that aren't SNMP manageable. And, we work with you to discuss any additional SNMP traps you require.

After initial automated triage, correlation, and fact finding, the alarms and data that iGEMS generate flow directly to our support staff so we can take appropriate action. In addition, trending information is available to the AT&T Service Managers we assign to you who perform predictive fault resolution—whether that is re-balancing of traffic classes, upgrade/downgrade of a circuit, or a full redesign project.

When you have an issue that requires escalation, our Customer Operations team uses a 24x7 escalation process to increase focus and resources. In addition, we prefer to review your business-critical sites to better understand your specific escalation criteria for them.

We add Read Only (RO) and Read-Write SNMP Community Strings to managed devices for use with our monitoring and management systems in addition to customer-required RO strings. We monitor SNMP traps and Management Information Bases (MIBs) as necessary to monitor faults or detect abnormal behavior by device. If you require additional SNMP traps and deem them to be non-intrusive to normal device behavior or performance, we can enable additional traps.

This means that we provide comprehensive care to help you keep your network running.

2.1.20. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.

AT&T Response:

To date, we have not seen the need for an 800 number on our AT&T FOCUS contract. Clients are given multiple escalation numbers with their dedicated account team within AT&T. Depending on the service, an 800 number may be available. Additionally, customers who have purchased maintenance support will have access to an 800 number for service issues.

2.1.21. Product, service, and installation excellence to any location that meets industry's highest standards.

AT&T Response:

With our 500 locations throughout the state, we are able to install, service, and support most destinations. Our high standards apply to our subcontractors as well, and are consistent across all locations.

As a premier integrator, AT&T partners with many equipment manufacturers. These manufacturers must meet the stringent technical requirements of our R&D arm, AT&T Laboratories. AT&T Laboratories provides technology consulting and expertise, exploring new ways to incorporate leading-edge technology into communications products and services. AT&T Laboratories is one of the reasons why AT&T is a leader in technology applications.

2.1.22. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.

AT&T Response:

AT&T has responded with best in class solutions covering all 11 requested categories in Exhibit 1. All details are provided in the Cost Proposal section of our response and on the memory stick.

2.1.23. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented

specifications, unless otherwise specifically stated in the purchase order / Statement of Work.

- 2.1.24. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.

AT&T Response:

Yes. Pacific Bell Telephone Co. d/b/a AT&T California, a subsidiary of AT&T Inc., operates in California pursuant to a certificate of public convenience and necessity granted by the California Public Utilities Commission (CPUC).

You can verify this statement at <http://www.cpuc.ca.gov/PUC/telco/>.

This means that AT&T meets this RFP requirement.

- 2.1.25. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

2.2. RESPONSE EXPECTATIONS

The response to each category must fully demonstrate an understanding and commitment to this creative business (public-private) alliance, and must also agree to:

2.2.1. MANDATORY ADMINISTRATIVE REQUIREMENTS

The following are the minimum requirements in Bidder's administration of the program:

- 2.2.1.1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.

AT&T Response:

AT&T will provide the necessary resources to support the FOCUS program. The primary contact is the Contract Specialist dedicated to AT&T's Government & Education sales to ensure contract accuracy and integrity. Your Contract Specialist is also assigned to maintain and generate monthly, quarterly, and annual sales reports. The Contract Specialist will have immediate access and, upon request, ability to notify Merced County of all sales made under the FOCUS contract.

2.2.1.2. Quarterly and annual sales reports.

AT&T Response:

Please see our response to section 2.2.1.1 directly above.

2.2.1.3. A product/service documents, paper or electronic – to be produced at least four (4) times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.

AT&T Response:

At least once per fiscal quarter, a product and service catalog will be updated and delivered electronically.

2.2.1.4. Price increase/price decline policies. Note: All price reduction changes must be published within 72 hours.

AT&T Response:

AT&T will comply.

2.2.1.5. Ordering, reporting, and reconciliation procedures.

AT&T Response:

Ordering: Customer will contact its local AT&T sales representative who will work with the customer to determine the customer's needs and establish pricing based on the pricing and discounts listed under this agreement. Customer will issue a purchase order that will, at a minimum, contain the following information:

- Date
- Contract designation: i.e. County of Merced Telecommunications Contract
- Customer Purchase Order number
- Customer name
- Customer billing address
- Customer ship to address
- Customer contract name, address, fax and telephone number;
- Agency billing code, if applicable

- List of equipment and services to be ordered, detailing the exact product code numbers as they appear on the electronic catalog

State agencies must use a Standard Form 65 purchase order, while non-state agencies may use their own form of purchase order. Customer will be required to certify that all orders placed under the contract follow Department of General Services guidelines (State Customer), or local procurement rules (Non-State Public Sector Customer).

Reporting: AT&T's Program Manager will prepare a written sales and revenue report monthly, for review by the County of Merced at the quarterly meetings with AT&T. Reports will detail the order status and actual/projected compensation due to the County. Reports may be adjusted upward or downward in the event of change order or order termination. Taxes and shipping will not be reflected in the order totals, and will be billed to customer on a separate line item basis.

Reconciliation: Reconciliation reports will be prepared for the County of Merced that will enable the County accurately project monthly revenues earned from the contract. Fees due the County will be calculated based upon order total and payment date fields, in accordance with the fee calculations stated

All reports will be maintained by the AT&T Program Manager, and will be generated by AT&T's accounting department. The quarterly report will be forwarded to AT&T's designated Program Manager who will review all information and authorize payment to be made to the County of Merced.

2.2.1.6. New product/service offerings expected within six (6) months.

AT&T Response:

AT&T will notify Merced County of all new products and service offerings that will be rolled out in the specified timeframe.

2.2.1.7. Support services including help desk phone numbers.

AT&T Response:

AT&T is providing a wide variety of products and services both from our own robust product catalog and from a number of vendors where AT&T has a strong relationship and certification. The support services relating to each product are spelled out to the customers purchasing those products. This includes service guides, service level objectives and help desk numbers.

2.2.1.8. Warranty statements.

AT&T Response:

Limited Warranty, Limitation of Liability and Limitation of Remedy AT&T warrants it has good title to the Equipment, free of any claims, liens, encumbrances or security interest of any other party that the Equipment conforms to the manufacturer's published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation, use and service. In addition, for THIRTY (30) days after delivery (or installation, if installation was included), we will promptly repair or replace (at our option and expense) any failure of the Equipment to conform to or perform according to the manufacturer's specifications or any electrical or mechanical defects in materials or workmanship with (at our option) new or used replacement parts. We will pass all manufacturers' warranties to you after delivery (or installation, if included). If we are unable to repair the Equipment to conform to the warranty after a reasonable number of attempts, we will (at our option) either provide you with replacement Equipment or fully refund your payments. For major malfunctions, we will use our best efforts to have a technician working on the Equipment within: (a) Four (4) hours, after receiving your notice and we will complete repairs as soon as practicable; (b) for other malfunctions, we will use our best efforts to respond within twenty-four (24) hours during its regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays and weekends. These are your exclusive remedies for breach of warranty.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND AT&T DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE EQUIPMENT (INCLUDING SOFTWARE) IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. AT&T DOES NOT WARRANT THAT THE EQUIPMENT (INCLUDING SOFTWARE AND SECURITY SOFTWARE) WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO CUSTOMER'S NETWORKS. CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST AT&T, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY AT&T IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE CUSTOMER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR THE SERVICES. IN ANY

EVENT, AT&T'S LIABILITY TO THE CUSTOMER SHALL BE LIMITED TO THE MONEY PAID TO AT&T BY THE CUSTOMER UNDER THE APPLICABLE STATEMENT OF WORK. AT&T, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS AND LOSS OF DATA) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS AGREEMENT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF AT&T OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN AT&T, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS REGARDLESS OF THE FORM OF ACTION.

You will be subrogated to any claims or rights we may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon your written request, we will take all reasonable actions to enforce on your behalf any such express or implied warranties or representations applicable to the Equipment.

2.2.1.9. Return procedures, if applicable.

AT&T Response:

Return procedures vary by manufacturer. AT&T will make Merced County and any customer that purchases product via the FOCUS contract aware of these procedures.

2.2.1.10 Point of contact including phone/fax/e-mail information.

AT&T Response:

Upon award, an AT&T Contract Administrator will be assigned to the FOCUS contract. At that time, all pertinent contact information including escalation contacts will be given.

2.2.2. ELECTRONIC CATALOG CONFIGURATION

The following are the minimum requirements in respondent's electronic document configurations:

2.2.2.1. Ordering procedures.

AT&T Response:

For certain AT&T products, AT&T BusinessDirect® eOrder is an electronic ordering tool that you access through the BusinessDirect portal.

Once we've implemented your contracted services, we'll set up eOrder for your account, and you can begin using the tool. It enables you to place most orders (adds, moves, or changes) for voice and data services, track order status, and expedite ordering and fulfillment. BusinessDirect and eOrder are free and are available around the clock.

For other products and services, order procedures include a purchase order referencing the FOCUS contract and may include a scope of work/bill of materials as well as other documentation.

2.2.2.2. Product listing/pricing.**AT&T Response:**

Due to the volume, AT&T has provided all pricing and catalog lists on a memory stick.

2.2.2.3. System configurations, if applicable.**AT&T Response:**

AT&T has included a wide variety of products and services as part of our response. System configurations are made available through the process of discovery and technical requirements that occur prior to a product or service being purchased.

2.2.3. OTHER ADMINISTRATIVE REQUIREMENTS

In order to make the FOCUS a complete procurement tool for all governmental entities, the respondent to the Proposal must concisely address their policies regarding:

2.2.3.1. Invoices and payments.**AT&T Response:**

Each month, AT&T will render an invoice to the County for the services it has contracted with AT&T to provide. Many of these invoices will be found on the County's BusinessDirect web portal, provided by AT&T.

AT&T has developed the AT&T BusinessDirect® Portfolio, a suite of electronic servicing tools that will assist the County to work productively and cost-efficiently as it manages its AT&T services and accounts.

One component of the portfolio is the award-winning, secure AT&T BusinessDirect portal, which delivers online tools for efficient, effective, convenient eServicing capabilities, 24/7. Specifically, the powerful, productivity-enhancing online tools enable customers to reroute network traffic in near-real time, test circuits, report service problems and track them through resolution, place orders and check their status, pay bills electronically, and perform other customer service-related tasks online. AT&T BusinessDirect also includes numerous robust performance-reporting tools that enable the County to monitor your networks and your AT&T Managed Services, such as website hosting, in near-real time.

AT&T can use several media types for billing: CD-ROM, paper bill, and eBill. Each media type has unique capabilities and limitations.

AT&T Billing Edge®, a CD-ROM billing option, is an easy-to-use tool that can help FOCUS analyze network usage and provide management reports to aid in decision-making and cost control. FOCUS can choose from several packages, which provide different levels of billing hierarchy, as well as an option for bill partitioning to establish subsidiary billing entities.

AT&T eBill is an electronic tool that is securely accessed via the AT&T BusinessDirect® portal. eBill provides a single, integrated view of billing information for all voice and data services and enables FOCUS to complete billing tasks online without additional charge. eBill capabilities include analysis, dispute, and payment functions. In addition, eBill supports AT&T eBonding via the XML gateway.

This consolidation of billing functions helps eliminate redundancies and reduces costs.

For AT&T products and services, payment is expected within thirty (30) days after the close of the bill cycle. This means AT&T expects full payment of the invoice within 30 days of the close of the bill cycle, except where contractual, legal, or regulatory requirements dictate otherwise.

2.2.3.2. Taxes on sales and services.

AT&T Response:

AT&T determines the taxes and surcharges that appear on the governmental entity invoice according to the services that have been purchased by the entity and its tax exempt status.

Taxes vary greatly depending on the entity's geographic location, and AT&T follows all jurisdictional tax laws. AT&T calculates taxes according to a percentage of revenue on the net amount that is invoiced. Some taxes, primarily on local service, are a flat dollar amount (e.g., \$1.00 per access line).

AT&T may also add surcharges to certain services. The Universal Connectivity Charge (UCC), Administrative Expense Fee (AEF), Property Tax Allotment (PTA), and Federal Regulatory Fee (FRF) apply to all regulated, interstate, and international/U.S. billed services. AT&T applies the surcharges to the net invoiced amount

2.3. ADMINISTRATIVE FEES

The awarded vendor agrees to pay administrative fees to County as calculated as follows:

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
\$0 - \$2,000,000	1%
\$2,000,000+	0.5%

AT&T Response:

AT&T will support the County's request to pay an administrative fee once per year.

2.4. SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements

- Air Quality Act
- Energy Policy and Conservation Act

AT&T Response:

AT&T has rigorous processes and procedures in place to achieve and maintain compliance with local, state, and government laws and regulations.

We also secure all domestic and foreign permits, licenses, certifications, regulatory approvals and authorizations required to provide the services that we propose. In our Master Agreement, we address governmental requirements and authorizations.

So, to complete your requirements, we secure and pay for any permits and licenses and comply with regulations as applicable.

2.5. NUMBER OF COPIES TO BE SUBMITTED

Please submit **two (2) original signature hard copies** to be signed in blue ink (original copies marked as such), **three (3) copies of the original** and **one (1) copy on computer disk (CD) or memory stick**. The soft copy shall be Windows based MS Word or PDF format and consist of an exact duplicate of hard copy in format, layout, and content. Please do not include proprietary information.

SECTION 3 – PROPOSED SOLUTION

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Merced County Department of Administrative Services - Purchasing Division on or before 4:00 p.m. on **March 24, 2015**. Proposals shall be presented under sealed cover.

Clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Proposal
- Request for Proposal Number
- Proposal Submittal Deadline

For the purposes of this proposal, the time specified will be as defined by the official time clock in the office of the Department of Administrative Services - Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Proposal must be mailed or delivered personally to:

Merced County Department of
Administrative Services - Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attention: Kim Nausin-RFP #7073

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for FOCUS and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the "Scope of Work", or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "SCHEDULED ACTIVITIES. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of Administrative Services - Purchasing Division to each firm in receipt of the Request for FOCUS and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County's designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may mail to:

Merced County Department of Administrative Services
Purchasing Department – Kim Nausin
2222 "M" Street, Room 1 Merced, California 95340
Attention: Request For Proposal #7073

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue "badgering" of such County

personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

AT&T Response:

AT&T will hold the prices quoted for a period of 120 days.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP response will be subject to change on account of any error or omission in the RFP information provided by **Merced County** or upon further investigation(s) as to local conditions and the exact requirements of any future order.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The County may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders':

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final contract after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of Administrative Services - Purchasing Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

AT&T Response:

At this stage, AT&T is not able to specifically identify the subcontractors required for your solution. We reserve the right to engage subcontractors as needed for installation

and maintenance services; however, all contracting with you will be directly with AT&T. We will identify any third-party providers during the negotiation phase.

We select our subcontractors with the goal to provide the best service to you. Upon award AT&T will work with your Procurement and AT&T Strategic Sourcing to validate any third parties.

3.9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable there under, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will be considered proprietary the following: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary (however, before releasing information that appears to be wrongly marked as proprietary, the County may offer d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION AND WILL NOT BE HONORED.

Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as

proprietary must obtain such written authorization directly from Bidder and forward to County.

County shall not be required to contact any bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

3.11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

AT&T Response:

AT&T takes exception. AT&T is willing to allow purchases under this FOCUS arrangement by any public agency in California. Purchases by public agencies outside California are subject to mutual agreement between AT&T and that public agency at the time.

3.12. PRICING CONDITIONS

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the County an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

AT&T Response:

AT&T takes exception. Where AT&T has bid a percentage discount off manufacturer list price, AT&T's dollar price to the end user will vary in response to manufacturer changes in list price, and will also vary if the manufacturer changes the percent discount it allows to AT&T.

3.13. GENERAL INFORMATION

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.

All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All proposals and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

3.14. DETERMINATION OF BIDDER'S RESPONSIBILITY

3.14.1. Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Bidders.

3.14.2. Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the County or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or
- Committed an act or omission which indicates a lack of business integrity or Business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

3.15. PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder's proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

3.16. QUALIFICATIONS OF BIDDER

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

3.17. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

3.18. INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

3.19. GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give, directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

3.20. CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence of such fact to the County.

AT&T Response:

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any **Merced County** employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' nearly 240,000 employees, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the **Merced County** or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the **Merced County**.

In the event a situation occurs which renders the representation to no longer be true, AT&T will endeavor to notify the **Merced County** in a commercially reasonable time period.

3.21. INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor and is not an agent or employee of the County and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the

awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

3.22. FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

3.23. OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

3.24. ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

3.25. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

3.26. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

AT&T Response:

Every AT&T employee who may perform work under this Agreement is compensated according to the terms of either a collective bargaining agreement (CBA) or a written compensation policy. In addition, AT&T will at all times in the performance of the work comply with and provide the safeguards required by Federal, State and local laws, and applicable state labor laws and the regulations and standards issued thereunder. Any work performed by AT&T, or by any person or entity partially or entirely under its control, on the premises of the Customer will be performed in accordance with any applicable CBA or compensation policy and with these laws and standards.

3.27. COMPLIANCE WITH LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

AT&T Response:

AT&T has rigorous processes and procedures in place to achieve and maintain compliance with local, state, and government laws and regulations.

We also secure all domestic and foreign permits, licenses, certifications, regulatory approvals and authorizations required to provide the services that we propose. In our Master Agreement, we address governmental requirements and authorizations.

So, to complete your requirements, we secure and pay for any permits and licenses and comply with regulations as applicable.

3.28. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

3.29. OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable. To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

3.30. BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us)".

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

3.31. GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

3.32. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. The responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

3.33. PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 1/2" by 11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary
- Exceptions
- Bidder's Qualifications
- Approach
- Cost Proposal
- Financial Statement (**separate sealed envelope**)

3.34. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (Attachment A, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

3.35. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

3.36. TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

3.37. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

3.38. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein, and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to Proposed Solution
- Exceptions to Basis of Award
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

3.39. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

3.39.1. History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated.

3.39.2. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the

requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

3.39.3. References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

3.39.4. Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

3.40. APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

3.41. FINANCIAL STATEMENT

**FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO
COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR
RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING
CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS**

RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

3.42. COST PROPOSAL FORMAT

It is essential that all responding Bidders complete Exhibit I and include it with their submission. All proposals must have a narrative providing a thorough and clear explanation of your costs.

SECTION 4 – BASIS OF AWARD, SELECTION PROCESS AND EVALUATION CRITERIA

4.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

4.2. SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

4.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected.

Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

Exhibit 1 shall be ranked on a total weighted score of 100, and shall be evaluated in accordance with the following criteria and respective weight factor:

Products/Pricing (40 Points)

1. All products and services available - must include shipping charges
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers to verify they received contract pricing
5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Ability to fill emergency orders
3. Return and restocking policy and applicable fees
4. History of meeting the shipping and delivery timelines
5. Ability to meet service and warranty needs of members
6. Customer service/problem resolution
7. Invoicing process
8. Contract implementation/Customer transition
9. Financial condition of vendor
10. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Corporate level management support and resource commitment to the FOCUS program.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS program.
4. Commitment to an aggressive marketing strategy.

5. Demonstrated excellence in customer support and service.
6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
7. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
8. A commitment to meet on FOCUS progress each quarter.
9. A commitment to product and service quality assurance program that meets or exceeds industry excellence standards.
10. A commitment to provide the most competitive pricing given to a state/local government agency for the array of products and/or services offered
NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
11. Demonstrated ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
12. Commitment to provide an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
13. Demonstrate a commitment to provide a high level of availability to customer support.
14. As required, provide a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
15. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
16. Commitment to ensuring product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order / Statement of Work.
17. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.
18. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.
19. When manufacturer requires certification to sell, install or maintain services and equipment included in your response to the proposal, list those certifications.
20. Include the location and availability of sales persons who will work on this contract
21. Past experience working with the government sector
22. Exhibited understanding of cooperative purchasing
23. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

24. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

Proposals must score a minimum of 70 points to be given further consideration for selection and possible oral presentations.

4.4. NOTICE OF INTENT

A "Notice to Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is agreed with The Board of Supervisors. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

4.5. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

4.6. DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone

conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

4.7. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

4.8. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or

quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder's proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Bidder's bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the "Scope of Work". The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Goals/Tasks - A discrete unit of work to be performed.

May – Indicates something that is not mandatory but permissible.

Must/Shall – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any

subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done

AT&T CONTRACT

AT&T Response:

AT&T has included our Unified Agreement with language that has been added to include Audit Rights and Insurance provisions. For the original and hardcopies, the contract is in line with this section. For the electronic copy, the document is a separate file on the memory stick.



MASTER AGREEMENT

Customer	AT&T
Customer Legal Name: <u>Merced County</u> Street Address: <u>2222 "M" Street</u> City: <u>State/Province: Merced, CA 95340</u> Zip Code: <u>Country:</u>	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

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4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

4.9 Audit Rights

- a) Subject to AT&T's reasonable security requirements and not more than once every twelve (12) months, Customer may, at its own expense, review AT&T's relevant billing records for a period not to exceed the preceding 12 months, for the purpose of assessing the accuracy of AT&T's invoices to Customer. Customer may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of AT&T's Confidential Information. Customer shall cause any person retained for this purpose to execute a non-disclosure agreement imposing substantially the same obligations of confidentiality as are set forth in Article 5.0. Such reviews shall take place at a time and place agreed upon by the parties. Customer's normal internal invoice reconciliation procedures shall not be considered a review of AT&T's relevant billing records for purposes of this Section 4.7.
- b) AT&T shall promptly correct any billing error that is revealed in a billing review, including refunding any overpayment by Customer in the form of a credit as soon as reasonably practicable under the circumstances.
- c) AT&T shall cooperate in any Customer billing review, providing AT&T billing records as reasonably necessary to verify the accuracy of AT&T's invoices. AT&T may redact from the billing records provided to Customer any information that reveals the identity or non-public information of other AT&T customers or other AT&T Confidential Information that is not relevant to the purposes of the review.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative

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to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
- (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability.** AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty.** AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties.** AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival.** The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the

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Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 Termination or Suspension. The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

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8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e., not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

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- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.
- 10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.
- 10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.
- 10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.
- 10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
- 10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.
- 10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- 10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.
- 10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.
- 10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.
- 10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11.0 INSURANCE

- a. With respect to AT&T's performance under this Agreement, and separate from AT&T's obligation to indemnify, AT&T shall at its sole cost and expense:
- i. maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:
1. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and
2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;
- ii. require each subcontractor that may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
- iii. except where AT&T chooses to self-insure, procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies;

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- iv. deliver to Customer certificates of insurance stating the types of insurance and policy limits. AT&T or the issuing insurance company will endeavor to provide at least 30 days advance written notice of cancellation or non-renewal to Customer of any insurance that is not replaced. AT&T shall deliver such certificates:
 - 1. prior to commencement of any work;
 - 2. prior to expiration of any insurance policy required in this Section; and
 - 3. if coverage is "claims-made," such coverage shall remain in place until two years following the expiration or termination of this Agreement; and
- v. be responsible for any deductible or self-insured retention for any coverage required by this Section.
- b. The insurance coverage required by this Section includes:
 - i. **Workers' Compensation** insurance written on National Council on Compensation Insurance ("NCCI") Form WC 00 00 01 or its substantial equivalent with benefits afforded under the laws of any state in which the work is to be performed and **Employers Liability** insurance with limits of:
 - 1. \$500,000 for Bodily Injury – each accident
 - 2. \$500,000 for Bodily Injury by disease – policy limits
 - 3. \$500,000 for Bodily Injury by disease – each employeeTo the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of Customer, its Affiliates, and their directors, officers and employees.
 - ii. **Commercial General Liability** insurance written on Insurance Services Office (ISO) Form CG 00 01 or its substantial equivalent, covering liability arising from premises, operations, independent contractors, personal injury, products, completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of:
 - 1. \$2,000,000 General Aggregate limit;
 - 2. \$1,000,000 each occurrence limit for all bodily injury or property damage;
 - 3. \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;
 - 4. \$2,000,000 Products/Completed Operations Aggregate limit;
 - 5. include Customer, its Affiliates, and their directors, officers, and employees as Additional Insureds;
 - 6. include a waiver of subrogation in favor of Customer, its Affiliates, and their directors, officers and employees; and
 - 7. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Customer.
 - iii. **Business Automobile Liability** insurance written on ISO Form CA 00 01 or its substantial equivalent with limits of \$1,000,000 each accident limit for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles
 - iv. **Professional Liability (Errors & Omissions)** insurance written on AT&T's current E&O carrier's standard form with limits of \$1,000,000 each claim or wrongful act and in the aggregate.
- c. Coverage under this Section is limited solely to the extent to which the occurrence or incident (i) arises directly from AT&T's operations and (ii) is caused by the negligence, error or omission of AT&T. Coverage under this section shall not be available to the extent to which the occurrence or incident is caused by the negligence, error or omission of Customer or any Additional Insured. Any such coverage shall be no broader than the applicable insurance policy terms and conditions, and the insurance limits available to Customer pursuant to this Section shall be no greater than the limits stated in this Section.
- d. No coverage under this Section shall apply to the extent of Customer's or its agents' own breach, fault, negligence, error or omission.
- e. AT&T may in its sole discretion self insure any of the coverage required by this Section under the same terms as required by this Section.

1412. DEFINITIONS

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"API" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"AT&T Software" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"Customer Personal Data" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"Cutover" means the date Customer's obligation to pay for Services begins.

"Effective Date" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"MARC-Eligible Charges" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(ii)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

MASTER AGREEMENT

"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

**AT&T Equipment Resale and Related Services Pricing Schedule**MA Reference No.: _____
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
County of Merced	AT&T Corp.	Name:
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
2222 M Street Merced CA USA 95340	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	address city state USA zip Phone : Email : Sales/Branch Manager: manager SCVP Name:
CUSTOMER Contact		AT&T Contact Information
Name: Title: Telephone: Fax: Email:		Name: Address: City: State / Province: CA Country: USA Domestic / Intl / Zip Code: Telephone: Email:
CUSTOMER Billing Address and Contact		
2222 M Street Merced CA USA 95340 Contact Name: Title: Telephone: Fax: E-mail:		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider D7, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- ☒ Rider A – Purchased Equipment
☐ Rider B – Additional Cisco Terms
 ☐ Sub-Rider B1 - Cisco Try and Buy Program
 ☐ Sub-Rider B2 – Technology Migration Plan
 ☐ Sub-Rider B3 – Cisco Enterprise Suites for Collaboration
☒ Rider C – Purchased Equipment Discounts
☐ Rider E – Additional Avaya Terms
☐ Rider F – ShoreTel Mobility Router

CUSTOMER

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

- ☒ Rider D – AT&T-Provided Services
 ☐ Sub-Rider D1 – AT&T and Avaya Jointly-Provided Maintenance
 ☐ Sub-Rider D2 – AT&T-Provided Maintenance
 ☐ Sub-Rider D3 – AT&T-Provided Warranty Services
 ☐ Sub-Rider D4 – reserved
 ☐ Sub-Rider D5 – reserved
 ☐ Sub-Rider D6 – Enhanced Transport Service
 ☒ Sub-Rider D7 – Statement of Work

AT&T

By: _____
(by its authorized representative)

(Typed or Printed Name)

(Title)

(Date)

**GENERAL TERMS APPLICABLE TO
AT&T EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for Enhanced Transport Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

(c) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable. Orders for maintenance may not be cancelled once placed with AT&T's maintenance supplier.

9. PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment, software and/or equipment-related services between Customer and the following AT&T Affiliates: SBC Global Services, Inc., AT&T DataComm, and BellSouth Communication Systems, LLC.

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

- (i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.
- (ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.
- (iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

- (a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
- (b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider D – AT&T-Provided Services

1. SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website <ul style="list-style-type: none">• SG Library	http://serviceguidenew.att.com

- Or per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Sub-Rider D7 – Statement of Work

ATTACHMENTS

AT&T Response:

AT&T has included descriptive product brochures in each original and hardcopy, as well as on the memory stick as part of our response. Please note that this is not an all-inclusive list, meaning that AT&T has provided pricing for more products and more categories than listed below.

These descriptions include:

- 1.0 Communications Services
 - 1.1 Call Center Solutions (with ACD)
 - 1.2 Emergency Notification Solutions (Reverse 911)
 - 1.3 Engineering/Consulting Services
 - 1.4 Integrated Voice Response (IVR)
 - 1.5 Voice over Internet Protocol (VOIP)
 - IPFlex
 - AVPN
 - AT&T UC Voice
 - AT&T VDNA
 - 1.6 Unified Messaging (UM)
 - 1.7 Long Distance Services (Switched, Dedicated)
 - 1.8 Telecommunications Systems (PBX)
 - 1.9 Telephone Handsets
 - 1.10 Voice Mail Solutions
 - AT&T Enterprise Messaging

- 1.11 Wireless Voice Communication Services
- 2.0 Application Systems
 - 2.1 Development
 - 2.2 Installation Solutions
 - 2.3 Version Control Solutions
- 3.0 Infrastructure
 - 3.1 Battery Backup Systems
 - Sac Power Products (APC)**
 - 3.2 Cabling Services
 - AT&T Structured Cabling**
 - AT&T Structured Cabling – Data Center**
 - 3.3 Energy Auditing and Management Solutions
- 4.0 Enterprise Mobility Solutions
 - 4.1 Mobile Device Management
 - AT&T MDM**
 - 4.2 Mobile Devices (Tablets)
 - 4.3 Mobile Applications
 - AT&T Mobility Solutions Services Overview**
 - AT&T Mobility Strategy Consulting**
- 5.0 Maintenance Services
 - AT&T Maintenance Solution**
- 6.0 Network & Enterprise Security Solutions
 - 6.1 Firewall & Virtual Private Network (VPN) Solutions

6.2 Intrusion Detection/Prevention Solutions

6.3 Network, Host & Enterprise Management Solutions

AT&T Managed Security Services

6.4 Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)

AT&T VPN Service

6.5 Video Solutions

AT&T Connect

6.6 Wireless Solutions (Wi-Fi)

Cisco Meraki WiFi

7.0 E-Government

7.1 Web Site Analytics

7.2 Web Site Content Management Solutions

7.3 Web Site Design, Development, Hosting Services

AT&T MDS VDS Product Brief

7.4 Web Site Development Tools

7.5 Web Site Intranet Solutions

7.6 Web Monitoring & Filtering Solutions

AT&T Web Security

7.7 Web Site Portal Solutions

8.0 Enterprise Systems

8.1 Virtualization (Servers)

AT&T Private Cloud

AT&T Synaptic Hosting

8.2 Virtual Desktop Infrastructure (VDI)

AT&T Virtual Desktop Service

8.3 Anti-Virus, Spam, Spyware Solutions

8.4 Data Encryption Products & Services

8.5 Helpdesk Solutions

AT&T Tech Support 360

AT&T Tech Support 360 Backup and Go

8.6 Hosting Services and Applications (Cloud and SaaS)

8.7 Radio Frequency Identification (RFID)

8.8 Server, Storage & Data Management Products

AT&T Enterprise Remote Backup as a Service

AT&T Synaptic Storage

IDC Whitepaper, Storage as a Service

8.9 Telepresence/Video Conferencing

AT&T Telepresence

UnifyME Video Conferencing

UnifyME VMR Datasheet

9.0 Training Solutions

10.0 Consulting Services

AT&T Consulting

AT&T Consulting for Unified Communications

11.0 Other Goods and Services

AT&T Internet Protect

AT&T Netbond

AT&T Network Integration

AT&T Network Integration as a Service



Transform your network to enable your business of tomorrow

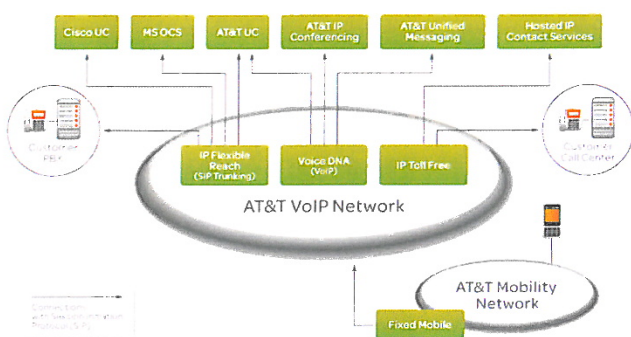
Benefit from combining services and capabilities to deliver an increasingly integrated experience. Take full advantage of converged technologies, for the seamless integration of voice and data. Wired or wireless, public or private, your network will enable innovative ways of doing business and unrealized opportunities for staying connected.

Why Wait?

You can start building the network of tomorrow right now, with Voice over IP solutions from AT&T. VoIP carries voice information over a data network, offering powerful new ways to make traditional telephone calls. Analysts believe VoIP will revolutionize the world's telephone systems, and transform the way large and small companies collaborate and communicate.

Delivering SIP-Enabled Applications

Session Initiation Protocol (SIP) is at work in the network and As-a-Service connecting VoIP transport services with the applications that benefit your business now and in the future



Take the first step toward building your own network of the future. By utilizing the reliable global MPLS backbone from AT&T, your communication possibilities are taken to another level. For example, we recently added VoIP as an option on an AT&T-provided virtual private network, a solution delivered through the global network cloud from AT&T.*

The More Things Change...

Despite the explosion of new virtual technologies, people communicate best when they do it the old-fashioned way: by talking to each other. Voice communication is at the core of everything we do, even though technology is changing the ways we interact. VoIP has the potential to transform your communications in ways you never thought possible, increasing business flexibility and operational capabilities.

VoIP opens the door to potential cost advantages, new process efficiencies and new and better ways of doing business. Plus the flexibility it brings to general communications can have additional business continuity benefits.

Unified Communications

VoIP is the foundation for organizations that want to move to tomorrow's bigger and better converged solutions, and is also an enabler for Unified Communications. UC integrates a number of different communications tools in a presence-aware network, behind a single user interface that's accessible from virtually anywhere. With UC, the total value is greater than the sum of the parts, and analysts expect to see significant improvements in how individuals, groups and organizations interact.

With both network- and premises-based solutions, AT&T can provide the level of support that fits your business, while giving you the option of adding applications now or later. We can show you how VoIP can increase your productivity, while offering the potential for tangible cost savings over the long term.

Choose the VoIP Solution that Best Fits Your Business

SIP Trunking

Your business owns and manages its PBX. AT&T will provide transport.

- Delivers integrated access for PBX and key systems
- VoIP calling solution with unlimited local and on-net calling with competitive long distance plans

Hosted VoIP

Your business delegates management and does not own a PBX. AT&T will provide transport.

- Network-based fully-hosted VoIP SIP solution that offers organizations a full range of advanced calling features
- Web-based management tools for organization
- Supports remote workers

Business in a Box

Your business has multiple locations and you choose to delegate management.

- Fully-integrated simplified voice and data services in one piece of equipment, managed by AT&T
- Available with Hosted VoIP or SIP Trunking

IP Toll Free

An integrated toll free service across VoIP and TDM end-points with advanced feature capabilities.

Put Us to Work for You

AT&T offers a range of VoIP solutions, so you can choose one that's right for you. Adding VoIP technology to your communications portfolio can help improve the scalability of your business communications, both now and in the future.

Network Services

Enable your business with the AT&T global IP network, featuring a high-performance MPLS backbone – your highway to the cloud.

VoIP Services

Transform your network to enable your business of tomorrow. Benefit from combining capabilities to deliver an increasingly integrated experience.

Cloud Services

Scale your services into the cloud to meet dynamic needs and help manage cost and complexity.

Fixed Mobile Convergence

Extend your environments to your mobile device for connectivity between wireline and wireless networks.

Unified Communications

Integrate your voice, messaging and collaboration applications to enable your business in ways you never thought possible.

To learn more about what AT&T VoIP solutions can do for you, contact your AT&T Representative, or visit us on the web at www.att.com/voicetransformation.

*To take advantage of VoIP on VPN, customer must subscribe to an additional Voice over IP service such as IP Flexible Reach or Voice DNA.

02/06/14 AB-2603-01

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**MASTER AGREEMENT**

Customer	AT&T
Customer Legal Name Street Address: City: State/Province: Zip Code: Country:	AT&T Corp.
Customer Contact (for notices)	AT&T Contact (for notices)
Name: Title: Street Address: City: State/Province: Zip Code: Country: Telephone: Fax: Email:	Street Address: City: State/Province: Zip Code: Country: With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master AgreementSupportTeam Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (i.e., cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

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3.2 **Safe Working Environment.** Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users.** "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services.** Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC.** Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 Confidential Information. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 Obligations. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 Exceptions. The restrictions in this Section 5 will not apply to any information that (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 Privacy. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

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- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (i.e.,

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not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 Publicity. Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 Trademarks. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 Independent Contractor. Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 Force Majeure. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 Amendments and Waivers. Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 Severability. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 Injunctive Relief. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 Legal Action. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 Notices. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 Governing Law. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

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10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

Vendor Pricing Additions 05/14/2018**Focus Contract # 2015156****AT&T Datacomm****Updated 05/14/2018**

Vendor	Part#	Description	Item List Price	Adjusted FOCUS Pricing
AT&T Network Integration	CALERO-KC-10-2-1750000-21-75000	Software as a Service ("SaaS") Business Process Outsource ("BPO") Expense Management ("EM") Services including up to 10 software users and 2 Insight Analytics users. Includes invoice loading for: 1) up to \$1,750,000 in annual telecom spend 2) 21 CDR sources 3) 75,000 Call Accounting Extensions	\$8,285/month	\$6,980/month
AT&T Network Integration	CALERO-EDC-10-2-1200000-8-5000	Software as a Service ("SaaS") Business Process Outsource ("BPO") Expense Management ("EM") Services including up to 10 software users and 2 Insight Analytics users. Includes invoice loading for: 1) up to \$1,200,000 in annual telecom spend 2) 8 CDR sources 3) 5,000 Call Accounting Extensions	\$4,885/month	\$3,670/month
AT&T Network Integration	CALERO-EDD-15-2-6750000-101-UNL	Software as a Service ("SaaS") Business Process Outsource ("BPO") Expense Management ("EM") Services including up to 15 software users and 2 Insight Analytics users. Includes invoice loading for: 1) up to \$6,750,000 in annual telecom spend 2) 101CDR sources 3) Unlimited Call Accounting Extensions	\$11,895/month	\$10,250/month