



**Pricing Schedule
AT&T Network Integration Services
("NI Pricing Schedule")**

GBS272269.6

201303129838UA

Focus Contract No.: 2015156

AT&T Network Integration Tracking ID: GBS272269.6

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| END PURCHASER Legal Name ("End Purchaser") | CONTRACTOR AT&T Corp. ("AT&T") | AT&T Branch Sales Contact Name |
|---|--|---|
| El Dorado County | AT&T | Name: Scott Dunbar |
| END PURCHASER Address | AT&T Corp. Address and Contact | AT&T Branch Sales Contact Information |
| Address: 360 Fair Lane City: Placerville State: CA Country: USA Zip Code: 95667 | One AT&T Way Bedminster NJ 07921-0752 Contact: Master Agreement Support Team Email : mast@att.com | Address: 2700 Watt Ave City: Sacramento State: CA Country: USA Zip Code: 95821 Fax: Email: sd1394@att.com Sales/Branch Mgr: Chris Congo SCVP Name: Chris Roy |
| END PURCHASER Contact | AT&T Address and Contact | AT&T NI Contact Information |
| Name: Jon Henry Title: Deputy Director Telephone: 530 621 5452 Fax: Email: jon.henry@edcgov.us | Name: Title: Telephone: Address: City: State: CA Country: USA Zip Code: | Name: Nicole Jacquemin Address: 600 E Green St, 3 rd floor City: Pasadena State / Province: CA Country: USA Domestic / Intl / Zip Code: 91101 Telephone: 626-241-7409 Email: np211k@att.com |
| END PURCHASER Billing Address | | |
| Address: 360 Fair Lane City: Placerville State: CA Country: USA Zip Code: 95667 | | |

This Pricing Schedule for AT&T Network Integration Services ("NI Pricing Schedule") is pursuant to the terms and conditions of the Focus 3 2015156 Agreement between Contractor ("AT&T") and County of Merced referenced above ("Agreement"). In the event of an inconsistency among terms, the order of priority is: (i) the applicable Statement of Work ("SOW"); (ii) the NI Pricing Schedule and (iii) the Agreement.

AGREED:

End Purchaser: El Dorado County

By: *Michelle Weimer*
(Authorized Agent or Representative)

Michelle Weimer
(Typed or Printed Name)

Purchasing Agent
(Title)

10/30/18
(Date)

ATTUID: np211k

**AGREED:
AT&T**

By: *Veronica Danao*
(Authorized Agent or Representative)

(Typed or Printed Name) Veronica Danao

(Title) Contract Specialist CGI

(Date) 02 Nov 2018

HD091V



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EXHIBIT 1: STATEMENT OF WORK

1. Introduction

This SOW between **Contractor** ("AT&T") and **El Dorado County** ("End Purchaser") is attached to the NI Pricing Schedule and made a part thereof upon execution.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW (i) if the SOW is not signed by End Purchaser and AT&T by December 8, 2018.

2. Scope of Work

2.1 Services

AT&T will provide Calero Telecom Expense Management ("TEM") services ("Services") to help End Purchaser manage and optimize the telecommunications services and the expenses associated with telecommunications services and networks, which may include voice, data and mobile communications. Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW.

2.2 SOW Term

This SOW shall have a term of twenty-four (24) months ("Term"), starting April 1, 2018.

3. AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope.

3.1 AT&T Engagement Project Management.

In support of the Services provided to End Purchaser, AT&T will:

- (a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with the End Purchaser Project Manager and serve as the primary interface to End Purchaser organization.
- (b) Participate and provide status meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party vendors or End Purchaser determined team members.
- (c) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists, as needed.
- (d) Coordinate scheduling with End Purchaser.

3.2 AT&T TEM Software as a Service ("SaaS")

AT&T will provide Software as a Service ("SaaS") Business Process Outsource ("BPO") Expense Management ("EM") Services. Access to the Supplier Licensed Software ("Software") will be provided to End Purchaser as hosted SaaS for the Software Modules marked as Included and for the number of Users defined in the following table.

| Software Modules | Included |
|-----------------------------------|------------|
| Invoice and Dispute Management | ✓ |
| Inventory Management | ✓ |
| Contract Management | ✓ |
| Business Process Management | ✓ |
| Call Accounting | ✓ |
| Users | # of Users |
| MySMART Users | 100 |
| Software Users | 130 |
| InSight Analytics Users – Tier 1* | 2 |

*InSight Analytics Users require Software Users license.



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| Software Functionality | Users' Roles** | | |
|------------------------------------|----------------|----------------|-------------------------|
| | MySMART Users | Software Users | InSight Analytics Users |
| My Procurement Portal | ✓ | ✓ | ✓ |
| My Wireless Portal | ✓ | ✓ | ✓ |
| My Reports/ Report Inbox | ✓ | ✓ | ✓ |
| My Approvals | ✓ | ✓ | ✓ |
| My Inventory | ✓ | ✓ | ✓ |
| My Requests | ✓ | ✓ | ✓ |
| Order Management | - | ✓ | ✓ |
| Business Process Editor | - | ✓ | ✓ |
| Call Accounting | - | ✓ | ✓ |
| Contract Management | - | ✓ | ✓ |
| Inventory Management | - | ✓ | ✓ |
| Invoice Management | - | ✓ | ✓ |
| Mobility Expense Management | - | ✓ | ✓ |
| Mobility Inventory and Procurement | - | ✓ | ✓ |
| Dashboards | - | ✓ | ✓ |
| Report Designer / EZ-Share | - | ✓ | ✓ |
| Administration | - | ✓ | ✓ |
| InSight Analytics | - | - | ✓ |

**Users Roles are only allowed access to functionality based on licensing of the Software functionality.

3.3 Services in Scope

AT&T will provide Recurring BPO Services as indicated in the table below:

| Recurring BPO Services | AT&T |
|----------------------------|------|
| Electronic Invoice Loading | ✓ |

The Ongoing Electronic Invoice Loading will include:

- Import all electronic invoices into End Purchaser's instance of Software
- Notify End Purchaser of any new and closed accounts to allow End Purchaser to validate such accounts changes
- Add new invoices to expected invoice list to track dates of invoice receipt
- Track and acquire missing invoices from telecommunications vendors

AT&T will meet the following service level targets:

| Service | Description | Target |
|----------------------------|--|---------------------|
| Electronic Invoice loading | Electronic Invoices will be loaded into Software within five (5) business days of invoice receipt. | 99% of all invoices |

3.4 Software Help Desk Services.

AT&T will use commercially reasonable efforts to provide Software Help Desk support for Software inquiries to authorized Users. The Software Help Desk will be available from 8:00 AM – 8:00 PM EST non-holiday weekdays via an 800 telephone number or email address. Each Software Help Desk request will be logged into the Software Help Desk ticketing system. Once the Software Help Desk technician documents the request, they will assist the requester to resolve their issue. If issue resolution requires other resources, the technician will assign the ticket to the appropriate resource(s) for follow-up with the requester for resolution.

3.5 Standard Software Reporting Services.

AT&T will make available to End Purchaser any standard report in the Software on a scheduled or ad hoc basis. Unless otherwise defined in this SOW, any request for a non-standard report will be documented in a Change Order Request and may incur additional Charges to design, develop and configure such report.



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4. End Purchaser Responsibilities

To manage the activities outlined herein on time and within the pricing provided, End Purchaser assigned roles and responsibilities must be fulfilled effectively. End Purchaser will:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for AT&T to work with during the Term.
- (b) Review and provide relevant comments or Subject Matter Experts ("SME") resources from applicable information technology departments or business units, as needed.
- (c) Keep AT&T informed of any information or changes, which may affect AT&T's performance of Services or require a change request in the scope.
- (d) Notify Contractor of any new or closed accounts within three (3) business days.
- (e) Update telecommunications inventory in Software for new orders, changes and disconnects within three (3) business days of transaction completion.
- (f) Respond to new or closed account validation requests within three (3) business days.

5. Project Governance

5.1 Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample at Appendix A to this SOW ("Change Request"). The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix A.

5.2 Engagement Contacts

- (a) **End Purchaser:**
 Name, TBD
 Title,
 Address,
 Contact Information (Phone, email, etc.)
- (b) **AT&T:**
 Name, Nicole Jacquemin
 Title, Engagement Manager
 Address, 600 E Green St, Pasadena, CA
 Contact Information (Phone, email, etc.) np211k@att.com

6. Fees and Charges

6.1 Fixed Monthly Services Fees.

AT&T shall provide the monthly recurring Services for the Charges stated below.

| Vendor | Part# | Description | Focus Pricing |
|--------------------------|--------------------------------|---|---------------|
| AT&T Network Integration | CALERO-EDC-10-2-1200000-8-5000 | Software as a Service ("SaaS") Business Process Outsource ("BPO") Expense Management ("EM") Services. | \$3,670/month |

6.2 Additional User License Fees.

AT&T shall apply the following incremental Charges to the monthly Charges for each additional user above those outlined in section 3.2.

| Description | Fees and Charges |
|---|-----------------------------|
| MySMART Users | \$30/month per blocks of 10 |
| Software Users | \$25.00 per User per Month |
| InSight Analytics Users – Tier 1* <i>(*InSight Analytics Users require Software Users license)</i> | \$45.00 per User per Month |

6.3 Additional Pricing Terms and Conditions

- (a) **Defined Scope.** Pricing is based on the currently defined Scope of Work. Any additions or changes to this SOW will necessitate changes in pricing. Services will be provided in a continuous timeframe.
- (b) **Invoicing.** AT&T will invoice Services monthly and will cover any one-time charges or expenses incurred during the previous calendar month.
- (c) **Travel and related Expenses.** Charges do not include expenses for AT&T travel to End Purchaser's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on End Purchaser's invoice. AT&T personnel will incur travel expenses only after receiving permission from End Purchaser's Project Manager.
- (d) **Service Metrics.** The Charges noted above are based on a maximum value applied to a certain environmental variable. AT&T will notify End Purchaser when the environmental variable is exceeded in a month. AT&T may charge End Purchaser additional Fees when the environment variable



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maximum is exceeded for two (2) consecutive months. AT&T will submit a Change Order Request specifying the new variables and the applicable Charges. The environmental variable is as follows:

| Environmental Variable Description | Metric Value |
|---|--------------|
| Maximum amount of annual telecommunications spend | \$1,200,000 |

7. Engagement Assumptions

This SOW is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide End Purchaser with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW.

- (a) End Purchaser will provide AT&T with requested information in a timely manner, and takes full responsibility and liability for the accuracy of all information supplied to AT&T by End Purchaser and which AT&T relies upon in its performance hereunder.
- (b) During this engagement, End Purchaser will provide access to personnel who participated in meetings to resolve questions or issues as they arise.
- (c) AT&T will maintain archives for reporting on historical data. Three (3) years of data will be available for historical reporting. Archive data will expire and be deleted each month once the End Purchaser has accumulated over three (3) years of data.

8. Termination

- (a) End Purchaser may not terminate this SOW for any reason other than for uncured AT&T's material breach.
- (b) In the event End Purchaser terminates this SOW or any portion hereof for any reason other than AT&T's uncured material breach, End Purchaser shall be responsible to pay for all Services rendered and expenses incurred hereunder as well as any charges associated with early termination of AT&T's subcontracts related to this project.

9. End Purchaser Non-Appropriation of Funds

The parties to this SOW recognize and acknowledge that the End Purchaser is a political subdivision of the State of California. As such, the End Purchaser is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of End Purchaser business, The End Purchaser will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this SOW to the contrary, the End Purchaser shall give notice of cancellation of this SOW in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this SOW. Upon the effective date of such notice, this SOW shall be automatically terminated and the End Purchaser will be released from any further liability hereunder.

In addition to the above, should the End Purchaser's governing Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any End Purchaser department for which Services were contracted to be performed, pursuant to this paragraph in the sole discretion of the End Purchaser, this SOW may be deemed to be canceled in its entirety subject to payment for Services performed prior to cancellation.



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APPENDIX A: SAMPLE CHANGE REQUEST FORM

| | |
|----------------------------------|--|
| Type of Request: | |
| Initiator (Company): | |
| Change Request Received by: | |
| Price Impact: | |
| AT&T Additional Resources Req'd: | |

Task Description:

Other information related to Change:

Impact of Change
Provide a description of the impact of the change (increase in duration, delay in start, cut-over date change, added dependency, additional resources required change to design, change to baseline solution, other).

**AGREED and ACCEPTED:
END PURCHASER:**
By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)

**AGREED and ACCEPTED:
AT&T**
By: _____
(Authorized Agent or Representative)

(Typed or Printed Name)

(Title)

(Date)