



**Office of Management and Budget
Division of Purchasing
Non-Competitive Contract Request Form**



Department	Emergency Services 365	Department Contact	Michael Bennett
Contact Email	michael.bennett@louisvilleky.gov	Contact Phone	502-572-3465

Contract Type: check one	New	Amendment		
		Additional Funds	Time Extension	Scope
Professional Service	✓			
Sole Source (goods/services)				
	Start	End		
Requested Contract Dates (MM/DD/YYYY)	07/01/2022	06/30/2023		

VENDOR INFORMATION

Vendor Legal Name	AT&T Corporation				
DBA					
Point of Contact	Kim Rankin	Email	kr9465@us.att.com		
Street	2180 Lake Blvd.				
Suite/Floor/Apt	7th Floor	Phone	1-859-699-0107		
City	Atlanta	State	GA	Zip Code	30319
Federal Tax ID#		SSN# (If sole proprietor)			
Louisville Revenue Commission Account #					
Human Relations Commission Certified Vendors	Certified Minority Owned Business	Certified Woman Owned business	Disabled Owned business		
Select if applicable					

FINANCIAL INFORMATION

Not to Exceed Contract Amount	\$3,500,000	(including reimbursement expenses, if applicable)			
Fund Source: General Fund	✓				
Federal Grant		Federal Granting Agency			
Other	✓	Describe:	911 Funds		
Account Code String #	1101	365	2790	270900	522403
Payment Rate		per hour		per day	
		per month		Other	
Payment Frequency	✓	Monthly		Upon Completion / Delivery	
		Quarterly		Other	



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CONTRACT SCOPE and PURPOSE (Attach additional documentation if necessary)

Amendments: Describe the circumstances under which a time extension or scope change is needed.

New: Be specific about the work to be performed / product to be purchased including but not limited to: scope of work; description of service; work product created; why the service / product is necessary; and benefit to Louisville Metro Government.

Justification for this Professional Services Contract request:

- AT&T is the County's only authorized 911 local exchange carrier (LEC) and routes 100% of the 911 for Jefferson County
- AT&T is a total solution provider: support, installation, and maintenance of every component of the managed 911 solution are available. This includes 911 call routing, customer premise equipment (CPE), maintenance, and 24X7X365 support with 1 hour response. This one stop approach is critical to eliminating any 'finger-pointing' that may occur when troubleshooting or repair is necessary.
- AT&T has a proven track record of superior reliability (99.9% system uptime since 2007; 0 unscheduled downtime)

JUSTIFICATION FOR NON-COMPETITIVE GOOD/SERVICE (Attach additional documentation if necessary)

Provide justification including but not limited to: a description of the unique features that prohibit competition; research conducted to verify the vendor as the only known source (sole source); why the service (PSC) is not feasible to be provided by LMG staff or expertise does not exist; known compatibility, proprietary and/or timing issues.

The City of Louisville's E911 telephony service is a collection of mission critical systems and services with many integrated components that serve a total of 8 public safety answering points (PSAP) and interoperability with 6 regional counties . This total solution approach is the foundation for Emergency Services-EMA/MetroSafe's current system stability and is critical to processing 911 calls efficiently.

AUTHORIZATIONS: Per KRS 45A.380, I have determined that competition is not feasible for the above described good / service and there is a single source within a reasonable geographical area of the good / service to be procured; or the resulting contract is for the services of a licensed professional, technician, artist, or other non-licensed professional service.

Department Director Edward Meiman Date 7/8/2022
DC169A0C0EC34D6
 Signature Edward Meiman

Purchasing Director Joel Neaveill Date 7/19/2022
B4B46603FB3A42D...
 Signature Joel Neaveill

Joel Neaveill

AT&T Corporation Memo

This is a 5-year agreement with AT&T that will expire in 2023. Each year EMA must go back to Council for an annual appropriation. The agreement quotes a monthly rate of \$133,847 (pg.48). The additional amount must be an allowance for changes in rates or service to be performed. The first three years of the agreement have averaged \$2M per year.

GBS265617.2

20181120-3635



**Pricing Schedule
AT&T Network Integration Services
Managed Services**

201305217621UA

Master Agreement No.: 201305217621UA
AT&T Network Integration Tracking ID: 265617.2
Document Version# and Date: 10262018

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact
Louisville Jefferson County Metro Government	AT&T	Name: Betty Farmer
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
Street Address: 410 S. 5 th St. City: Louisville State / Province: KY Country: USA Domestic / Intl / Zip Code: 40202	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email: mast@att.com	Address: 634 Amory Pl. City: Louisville State / Province: KY Country: USA Domestic / Intl / Zip Code: 40202 Fax: Email: bf6164@att.com Sales/Branch Mgr: Billy Forsyth SCVP Name: Ron Hoots
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Edward Melman Title: Emergency Services Director Telephone: 502-572-352 Fax: Email: edward.melman@louisvilleky.gov	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Intl / Zip Code:	Name: Thomas J. Poulos Address: 324 E. Huron St. City: Ann Arbor State / Province: MI Country: USA Domestic / Intl / Zip Code: 48104 Telephone: 517-540-0064 Email: tp1985@att.com
CUSTOMER Billing Address		
Street Address: 410 S. 5 th St. City: Louisville State / Province: KY Country: USA Domestic / Intl / Zip Code: 40202		

Upon mutual execution hereof, this Pricing Schedule for AT&T Network Integration Managed Services ("NI Pricing Schedule") becomes part of the Master Agreement between AT&T and Customer referenced above (the "Agreement").

AGREED:
CUSTOMER: Louisville Jefferson County Metro Government

By: Edward J. Melman
(Authorized Agent or Representative)

EDWARD J. MELMAN JR
(Typed or Printed Name)

(Title) DIRECTOR

(Date) 11/19/2018

ATTNID: tp1985

AGREED:
AT&T

By: Veronica Danao
(Authorized Agent or Representative)

(Typed or Printed Name) Veronica Danao

(Title) Contract Specialist CGI

(Date) 20 Nov 2018

mm665r



Pricing Schedule
AT&T Network Integration Services
Managed Services

1. DEFINITIONS

"AT&T Equipment" means equipment AT&T provides hereunder to which AT&T retains all right, title and interest, which is located at a Customer site ("Site"), and which is used to provide Services. AT&T Equipment includes any internal code required to operate such Equipment. AT&T Equipment does not include Customer Equipment or Purchased Equipment.

2. SERVICES

AT&T will provide AT&T Network Integration Services bundled with AT&T Equipment ("Services") as specified in a SOW in the United States only.

3. STATEMENTS OF WORK

Statement(s) of Work ("SOW") shall be effective, and incorporated into this NI Pricing Schedule by reference when signed by Customer and AT&T. In the event of an inconsistency among terms between this NI Pricing Schedule and an SOW, the terms of the applicable SOW shall have priority.

4. INTELLECTUAL PROPERTY RIGHTS

- A.** All intellectual property and proprietary rights 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 or title to any such property will pass to Customer.
- B.** Customer shall retain those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports 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 hereby 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 NI Pricing Schedule, solely for Customer's own internal business purposes during the term of this NI Pricing Schedule, or for such other purposes as may be mutually agreed in writing by the parties.
- D.** Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied hereunder.

5. WARRANTY

The provision of Services hereunder shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains as well as any standards set forth in the SOW.

6. NON-SOLICITATION

During the time this NI Pricing Schedule is in effect and for one (1) year after its termination, Customer shall not, directly or indirectly, solicit for employment or hire any employee, subcontractor, or agent of AT&T performing Services without the prior written consent of AT&T. Notwithstanding the foregoing, Customer shall not be required to obtain AT&T's prior written consent to hire any candidate who responds to general recruiting activities, such as participation in job fairs or published advertisements in publications or on Web sites of general circulation.

7. INVOICING AND TAXES

The SOW specifies the charges that Customer shall pay for Services. Invoices for Services are issued monthly and payable by Customer thirty (30) days from the invoice date. Taxes are not included in prices detailed in the SOW.

8. LIMITATION OF LIABILITY

For purposes of this NI Pricing Schedule and Orders placed under it, any limit or cap on liability contained in the "Limitations of Liability" article of the Agreement is superseded by the following: EACH PARTY'S LIABILITY UNDER THIS NI PRICING SCHEDULE SHALL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED ON AN AGGREGATE BASIS, THE NET PURCHASE PRICE PAID BY CUSTOMER FOR SERVICES AND/OR PURCHASED EQUIPMENT UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all charges properly due under the NI Pricing Schedule.

9. AT&T EQUIPMENT

A. Location of AT&T Equipment. The AT&T Equipment shall be delivered to and thereafter kept at the location specified in the SOW and shall not be removed without AT&T's prior written consent, such consent which shall not be unreasonably withheld.

B. Use of AT&T Equipment. Customer, at its expense, shall take good and proper care of the AT&T Equipment and make all repairs and replacements necessary to maintain and preserve the AT&T Equipment and keep it in good order and condition. If Customer does not obtain maintenance services under this NI Pricing Schedule, Customer shall, at its own expense, enter into and maintain in force a contract with the manufacturer or other maintenance organization approved by AT&T covering maintenance of each unit of AT&T Equipment; Customer shall furnish AT&T with a copy of such maintenance contract. Customer shall not make any alterations, additions, or improvements, or add attachments to the AT&T Equipment without the prior written consent of AT&T, except for (i) additions or attachments consisting solely of telephone terminal equipment, and (ii) additions or attachments purchased or provided hereunder. AT&T Equipment, if any, provided to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the AT&T Equipment in connection with the use of the AT&T Equipment by Customer.



Pricing Schedule
AT&T Network Integration Services
Managed Services

C. Return of AT&T Equipment. Unless otherwise specified in the applicable SOW, Customer shall return, at its own expense, the AT&T Equipment at the expiration or termination of this NI Pricing Schedule. Prior to return, Customer shall restore the AT&T Equipment to Return Condition, and Customer agrees that any addition, alteration, improvement or attachment shall belong to and become a part of the property of AT&T. "Return Condition" means Customer shall return, at its cost and expense, the AT&T Equipment to AT&T in good repair, working order, with unblemished physical appearance and with no defects which affect the operation or performance of the AT&T Equipment, normal wear and tear excepted. Return Condition also indicates that the AT&T Equipment will be eligible on expiration or termination of this NI Pricing Schedule for acceptance by the manufacturer, or a manufacturer certified third party maintenance organization. Any software upgrade will become the property of the AT&T. AT&T shall have the right, upon reasonable prior notice to Customer and during normal business hours, to inspect the AT&T Equipment at its location.

D. Liens; Taxes. Customer shall not permit its rights or interest hereunder to become subject to any lien, charge, or encumbrance. Customer shall not permit the AT&T Equipment to become or remain a fixture to any real estate or an accession to any personalty not financed hereunder.

E. Casualty Loss. If the AT&T Equipment, in whole or in part, is lost, stolen, damaged or destroyed, or is taken in any condemnation or similar proceeding (an "Event of Loss"), Customer shall promptly notify AT&T. Customer shall, at its option: (a) immediately repair the affected AT&T Equipment such that it is in good condition and working order, (b) replace the affected item with like equipment of equal or greater value, in good condition, and transfer clear title thereto to AT&T, or (c) to the extent permitted by law, pay to AT&T, within thirty (30) days of the Event of Loss, an amount equal to the Stipulated Loss Value ("SLV") (as hereinafter defined) for such affected AT&T Equipment, plus any other unpaid amounts due under the applicable SOW. If an Event of Loss occurs as to part of the AT&T Equipment for which the SLV is paid, a prorata amount of each Monthly Recurring Charge shall abate from the date the SLV payment is received by AT&T. The SLV shall be an amount equal to the sum of all future Monthly Recurring Charges from the last Monthly Recurring Charge date to the end of the Minimum Payment Period (defined in Section 7(a) of the SOW).

F. Default. Customer shall be in default hereunder upon the occurrence of any one or more of the following events (each an "Event of Default"): (a) failure by Customer to pay any Monthly Recurring Charges or other amounts payable under any Statement of Work for a period of sixty (60) days or more, (b) Customer dissolves or ceases to exist or transfers a major part in value of its assets, (c) Customer becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition or has an involuntary petition filed or action commenced against it under the United States Bankruptcy Code or any similar federal or state law, (d) an adverse change in Customer's or any guarantor's financial condition as will, in the good faith judgment of AT&T, impair the AT&T Equipment or increase the credit risk involved, (e) failure by Customer to obtain or maintain insurance on the AT&T Equipment provided for hereunder, or (f) Customer fails to return the AT&T Equipment at the expiration or termination of this NI Pricing Schedule.

G. Remedies. (i) Upon the occurrence of an Event of Default in accordance with sub-section (E) above, AT&T may, at its option do any or all of the following: (a) retake immediate possession of the AT&T Equipment, wherever located, and for such purpose, enter upon any premises without liability for so doing, (b) cause Customer, and Customer hereby agrees, to return the AT&T Equipment to AT&T as provided herein, (c) recover from Customer, as liquidated damages for loss of a bargain and not as a penalty, all sums owing hereunder and/or all Monthly Recurring Charges immediately due and payable, or (d) by notice in writing to Customer, cancel this NI Pricing Schedule whereupon all right and interest of Customer in or to the possession or use of the AT&T Equipment shall absolutely cease. (ii) Further, AT&T shall be entitled to recover from Customer, and Customer agrees to pay: (1) any and all damages which AT&T shall sustain by reason of any such default or breach by Customer, (2) such expenses as shall be expended or incurred by AT&T in the seizure, rental, storage, transportation, sale of AT&T Equipment, or enforcement of any right or privilege hereunder or collection of any sums due hereunder. Customer further agrees that, in any event, it will be liable for any deficiency after any sale, lease or other disposition by AT&T; (3) The remedies herein provided in favor of AT&T in the event of Customer's default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

H. Assignment. Notwithstanding anything to the contrary specified in the Agreement, Customer acknowledges AT&T is entitled sell, transfer, and assign to a third party ("Assignee"), all right, title and interest of AT&T in and to the AT&T Equipment and the Monthly Recurring Charges (the "Assigned Assets"). Customer consents to the Assignment of the Assigned Assets by AT&T to Assignee. Such assignment does not relieve AT&T of its performance obligations under this SOW. Customer further acknowledges and agrees that the Assigned Assets may be further sold, transferred, and assigned by Assignee to any other person or entity without notice to or the consent of Customer. Customer shall not be entitled to assign its rights and obligations under the Agreement without the express written consent of Assignee.

10. CISCO LICENSE

With respect to AT&T Equipment manufactured by Cisco provided pursuant to a Statement of Work, Customer, on receipt of same, is deemed to accept the terms and conditions governing the software license:

http://www.att.com/cpe/docs/software_license.doc.

11. CISCO SMARTnet™

Cisco SMARTnet™ maintenance provided hereunder is provided directly to Customer by Cisco pursuant to the terms of the Cisco End User Support Agreement ("EUSA") reprinted at <http://www.cisco.com/legal/cbr.html>. The EUSA is a separate agreement between Cisco and Customer and Customer is solely responsible for compliance with its terms and conditions. By Customer assenting to the terms and conditions of this NI Pricing Schedule, Customer is also bound to the terms and conditions of EUSA, as if the terms and conditions of the EUSA were fully set forth herein. AT&T will invoice Customer for the charges associated with SMARTnet™ purchased hereunder. Cisco is solely responsible for the provision of the SMARTnet™ and Customer releases AT&T from any loss, damages or other claims relating to the SMARTnet™.



Pricing Schedule
AT&T Network Integration Services
 Managed Services

EXHIBIT 1: STATEMENT OF WORK

1 Introduction

This SOW between **AT&T Corp.** ("AT&T") and **Louisville Jefferson County Metro Government** ("Customer") is attached to the NI Pricing Schedule and made a part thereof upon the Effective Date.

1.1 Services. AT&T will install a Cisco Unified Computing System ("UCS") to replace an existing AT&T managed Cisco Call Manager, Unity Connection and Contact Center solution, currently supporting (184) users at three (3) Customer sites. The new UCS will be remotely monitored and managed over the full term. The existing equipment is owned and managed by AT&T, is at End of Sale and will be at End of Support within five (5) years ("the Project").

The three (3) Customer sites are located as follows:

- 410 5th. St. – Main Site
- 768 Barret Ave. - Disaster recovery site
- 701 West Ormsby Ave. – Police department site

Please refer to Appendix F – Solution Diagram for a network diagram of the solution to be provided.

1.2 AT&T Equipment. Upon execution hereof, AT&T will order, on Customer's behalf, the AT&T Equipment listed in Appendix A ("AT&T Equipment List").

1.3 Customer Purchase Orders. Customer may issue Purchase Orders in connection herewith. The following language (with the appropriate purchasing entity and dates filled in) must be added to the Purchase Order for AT&T to accept the Purchase Order or other Order form: "This PO issued by Louisville Jefferson County Metro Government ("Customer") pursuant to the NI Pricing Schedule dated XXX."

1.4 Term

This SOW shall have a Term of sixty (60) months ("Term") subject to Section 1.5 Non-Appropriations. The Project will commence within thirty (30) calendar days after Effective Date of this SOW. All AT&T Equipment shall be subject to a minimum payment period of sixty (60) months commencing upon the installation and acceptance date of the AT&T Equipment subject to Section 1.5 Non-Appropriations.

1.5 Non-Appropriations

If Customer is a government agency dependent entirely on government funding, by executing this Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further 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 in Section 8 Extension and Termination 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 AT&T to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T 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 to pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges.

1.6 Audit

(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 provided by AT&T. 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.

(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



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AT&T Network Integration Services
Managed Services

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.

1.7 Indemnification

(a) **AT&T's Obligations.** AT&T agrees at its expense to defend or settle any third-party claim against Customer, its Affiliates, and its and their respective employees and directors, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim alleges that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright, or trade secret, but not in circumstances where the claimed infringement arises out of or results from: (i) Customer's, its Affiliate's or a User's content; (ii) modifications to the Service by Customer, its Affiliates or third parties, or combinations of the Service with any services or products not provided by AT&T; (ii) AT&T's adherence to Customer's or its Affiliate's written requirements; or (iv) use of the Service in violation of this Agreement.

(b) **Customer's Obligations.** Except as required by law, Customer agrees at its expense to defend or settle any third-party claim against AT&T, AT&T's Affiliates, and its and their respective employees, directors, subcontractors, and suppliers, and to pay all compensatory Damages that a court may finally award against such parties to the extent the claim: (i) 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; (ii) alleges that a Service infringes any patent, trademark, copyright or trade secret, and falls within the exceptions in Section 7.1; or (iii) alleges a breach by Customer, its Affiliates, or Users of a software license agreement governing software provided in connection with the Services.

(c) **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 alleged infringing Service so that the Service becomes non-infringing.

(d) **Notice and Cooperation.** The party seeking defense or settlement of a third party claim under this Section 7.1 will notify 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 thereby. 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; but the defending party will use counsel reasonably experienced in the subject matter at issue, and will not settle a claim without the consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required where relief on the claim is limited to monetary damages that are paid by the defending party under this Section 7.1.

1.8 Conflicts of Interests

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.



Pricing Schedule

AT&T Network Integration Services

Managed Services

1.9 Violations

Pursuant to KRS 45A.343(2), AT&T shall reveal any final determination of a violation by the AT&T or its subcontractors within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to AT&T or its subcontractors. AT&T shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to AT&T or its subcontractors for the duration of the contract.

2 AT&T Responsibilities

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

2.1 AT&T Engagement Project Management. In support of the Services provided to Customer, AT&T will:

- (a) Assign a designated AT&T Project Manager ("AT&T PM") to interface directly with Customer Project Manager and serve as the primary interface to Customer organization.
- (b) Conduct a formal project kick-off meeting and review the contract and associated Services.
- (c) Provide a Project Timeline draft for Customer review. Customer and AT&T will mutually agree to the Project Timeline.
- (d) Participate and provide status and project planning meetings as mutually agreed. The audience for such status meetings may be either the AT&T personnel, third party vendors or Customer determined team members.
- (e) Develop, manage and track project schedules and all Change Control events.
- (f) Develop and maintain any contact list, communication plan as well as track and monitor prioritized action items and issues lists as needed.
- (g) Coordinate scheduling with Customer.
- (h) Coordinate the Site installation priorities and the installation schedules with the Customer Project Manager. Installation dates may vary if network connectivity is being installed and coordinated as part of this Project.
- (i) Function as the escalation focal point for issues that may arise under this SOW.
- (j) Provide, at the Customer's written or oral request, status updates as to the progress of the Services provided under this SOW—these updates will be provided via email or telephone conversations.
- (k) The AT&T Project Manager will work with the Customer to create a communication plan that identifies both AT&T and Customer resources required for the Project.
- (l) Process and track Equipment procurement orders as required.
- (m) Work with AT&T and Customer personnel to determine readiness of each facility for receipt of Services and/or Equipment.
- (n) Coordinate Test and Turn-up activity and coordination of network service providers and Equipment provider(s) associated with the Equipment and the network connectivity.

2.2 AT&T Ordering Services

AT&T will place a single Order for the AT&T Equipment specified in Appendix A.

2.3 Network Design

A pre-planning Session will be convened with the Customer and AT&T to discover and share relative information concerning the Project before the work is started. Information discovered during this session will be used during the configuration and testing portions of the Project.

During the Pre-planning Session, AT&T and the Customer's IT staff will review the following items in preparation for the Project:

- **Site Review** – Each Customer Site will be reviewed, emphasizing server location and power requirements, potential data backup facilities, cut-over requirements set forth by the Customer, WAN and PSTN connectivity.
- **Current Network Design** - The current network infrastructure and IP addressing scheme will be reviewed and adjusted or changed if deemed necessary.
- **Current Configuration** – The current equipment configurations will be reviewed and a migration plan developed for migrating the existing configuration files from the existing equipment to the new equipment. This review will identify any configuration modifications or alterations deemed necessary.
- **Dial-Plan Design** - The Site's current telephony dial-plan will be reviewed for migration or alteration. This includes DID allocation by the PSTN provider.
- Develop a test plan to be used to verify operation of the system prior to moving into production.
- The pre-planning session may be completed remotely if at all possible to help reduce any travel and expenses associated with the project in general and to help lower any un-necessary interruptions at a customer location.



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AT&T Network Integration Services
 Managed Services

2.4 Staging and Configuration Services

- (a) Open boxes and inspect for physical damage.
- (b) Power on the AT&T Equipment and verify normal operation.
- (c) Load configuration file for the UCS core. This will be performed as an ftp/tftp file transfer and will require remote access by the Staging Center.
- (d) Load the configuration file and the individual site parameters for each router. This will be performed as an ftp/tftp file transfer and will require remote access by the Staging Center.
- (e) Verify the proper load of the configuration file, perform any configuration modifications or alterations as deemed necessary.
- (f) Repack and ship the AT&T Equipment to Customer Site

2.5 Installation Services

AT&T will:

- (a) Perform a pre-installation walk-through to inspect site readiness, verify and confirm equipment installation locations and verify site access to all required spaces.
- (b) Open boxes at Customer Site and inspect it for physical damage.
- (c) Power on the UCS core and verify normal operation.
- (d) Power on the router and verify normal operation.
- (e) Unplug and remove the existing core (de-install). Place the new core equipment in the existing rack space.
- (f) Unplug and remove the existing router (de-install). Place the new router in the existing rack space.
- (g) Install the new AT&T Equipment and reconnect to the existing power and network.
- (h) Place and test new phones for connectivity/dial-tone.
- (i) Pack the legacy equipment in the same box used to ship the AT&T Equipment.
- (j) The following is equipment will be installed (please refer to Appendix A – Equipment Order List for full details):
 - (53) Phones
 - (4) VG310 Gateways
 - (7) Cisco 3850 series Switches
 - (7) Cisco 4400 series Routers
 - (2) Call Manger Servers
 - (2) ASA5506 Firewalls
 - (1) ASA5516 Firewall
- (k) Prepare handoff to Day-2 support.

2.6 Cutover/Test and Turn-up Services

AT&T will manage the following Test and Turn-Up functions applicable to each Site after the Equipment installation. (Actual testing may differ, based on the test plan developed during the pre-planning session).

- a) Test all phones for connectivity and dial-tone.
- b) AT&T will test up to five (5) phones per floor to assure proper calling and call routing
- c) AT&T will test connectivity and call routing with the UC Voice platform
- d) Test at least one (1) IP phone per defined User Group.
- e) Test Inbound/Outbound Dialing on DID's/ Trunk Ports.
- f) Test Dial Plan.
- g) Test Caller ID.
- h) Test Long Distance access.
- i) Test Call Parking features.
- j) Test Call Transfer features.
- k) Test 911/9911 on up to three (3) phones.
- l) Test Automated Attendant functionality and prompts.
- m) Test voice mail access and retrieval.
- n) Test Music on Hold functionality.
- o) Verify at least one (1) phone can forward a call and initiate a 3-way conference in mid-call.
- p) Test SRST (Survivable Remote Site Telephony) functionality.
- q) Hand off to Day-2 support.

2.7 Day-1/First day in-service Support

AT&T will be on-site at each site to provide support to end-users and to assist the Day-2 support team in resolving any system issues that may be identified.

2.8 Day-2/Post-Install/Deployment Support

AT&T will remotely monitor and manage the UCS solution over the contracted five (5) year term. The details and description of the monitoring and management services can be found below in Section 3, Day-2 Support Services Overview.



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2.9 Training

End-User training will not be provided since the end-users will continue using their existing phones. A knowledge-transfer will be performed to update Customer technical resources on the new system. Since the new system will be continued to be managed by AT&T, this session is informational only.

2.10 Deliverables

Event	Deliverables
Engagement Kickoff Meeting	Communications Plan Review Project Timelines and Schedule Configuration review Test Plan
Project Status Report	Status reports and meetings will be held on a regular basis as agreed by the parties.
Final Project Review and Closeout	Final document summarizing the project to Customer Project Manager.
Hand Off to Day-2	Procedures for Trouble Reporting, Escalation, Communications and Customer Portal interaction.

2.11 Project Time Frame and Service Hours

The Services provided hereunder shall be performed Monday through Friday, 9:00 AM to 5:00 PM, local time, excluding designated AT&T holidays ("Normal Business Hours" or "NBH"), unless otherwise noted herein.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

3 Day-2 Support Services Overview

3.1 Onboarding

The onboarding process will take four (4) weeks, minimum to complete. The Managed Services team will be engaged during the project pre-planning meeting and will work collaboratively with Customer's team throughout the onboarding process into AT&T's Support Center. The following high-level schedule and process overview will provide you an understanding of the onboarding process:

Activity	Week 1	Week 2	Week 3	Week 4
Agreement Review				
Documentation Requirements				
Connectivity and Deployment				
Portal and Documentation Review				

This multistep process ensures the Support Center is prepared to successfully support Customer's environment.

The above processes are defined as follows:

- Agreement Review
 - Level of Service
 - Technologies Supported
 - Locations Supported
 - Assets Supported
 - Vendor Maintenance
 - Included (SLA)
 - Client Supplied (SLA)
- Documentation Requirements
 - Response Procedures
 - Technical Spreadsheets
 - Access Credentials
 - Network Diagrams



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- Connectivity and Deployment
 - Client Poller (Monitoring)
 - Monitoring Probes & Agents
 - VPN Tunnels (Client-AT&T Data Center)
 - Monitoring Baseline & Thresholds
- Portal & Documentation Review
 - Client Extranet
 - Incident Management Process
 - Sensitive Data Procedures
 - Service Levels
 - How to Attain Support
 - Monitoring Portal

The activities defined above, will be performed concurrently to the Cisco UCS deployment, to facilitate a smooth hand-off to Day-2 support after system cutover has been completed.

The following are the assets that will be managed under this agreement (refer to Appendix A – Equipment Order List for full equipment details):

Asset List	Quantity
Cisco Unified Communications Manager	4
Cisco SRST Server/Branch Router	2
Cisco VG Series Gateway	4
Cisco Unified Border Element (CUBE)	5
Cisco Unity Voicemail	4
Cisco Contact Center Express	2
Cisco IM & Presence Server	2
Fixed 24/48 Port Ethernet Switch 100/1GB	7
Small Firewall Remote FW/VPN, with UTM	1
Large Firewall Remote FW/VPN, with UTM	2
VM Host Hardware (C-Series Chassis)	2
VMWare Vcenter	2
Total	37

3.2 Day-2 Support Services

Day-2 Support will consist of the following:

- a) Service Delivery Manager assignment.
- b) Incident Management.
- c) Vendor/Carrier Management.
- d) Client Portal
- e) Performance Monitoring
- f) Configuration Management
- g) Performance Reporting
- h) Moves, Adds and Changes
- i) Managed Services

3.2.1 Service Delivery Manager ("SDM")

- a) Focused on maintaining service excellence each day from AT&T's teams to Customer's, and by promoting and driving a high degree of quality and standards from the support team.
- b) The SDM is a highly visible, high touch position, is empowered to make key decisions towards service improvement.
- c) In Scope:
 - a. Named and assigned Subject Matter Expert
 - b. Change Control Coordination as Requested
 - c. Monthly Service Review:
 - i. Major Incidents



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- ii. SLAs
- iii. General Questions/Concerns
- d. Release & Patch Transaction Reports
 - i. Including SLA attainment
- e. Bi-Annual Business Review

3.2.2 Incident Management

When opening an incident, it is important that the appropriate priority is assigned to reflect the current service impact. As ITIL defines it, incident priority is primarily formed out of its Impact and its Urgency. There are also additional elements, like size, scope, complexity, and resources required for resolution.

The Impact of the incident is the measure of the criticality of the incident to the business. Traditionally, Impact is tied to the number of users or business processes affected. Urgency is a measure of the necessary speed of resolving an incident.

Based on the assessment of Urgency and Impact, the chart below is leveraged to assign the appropriate Priority level.

		Impact		
		High	Mid	Low
Urgency	High	1	2	3
	Mid	2	3	4
	Low	3	4	4

Priority One: Occurs when there is critical impact to Customer's business operations. For example, network is unavailable, a site is partially down and/or impacting a significant part of Customer's business operations and no work-around is available.

Priority Two: Occurs when performance of a supported service or environment is severely degraded. Functionality may be noticeably impaired, but most business operations continue.

Priority Three: Occurs when operational performance is impaired while most of Customer's business operations remain functional. Limited devices (PC, printer, terminal, extension) are not operational. There is degradation of services although issue is not mission-critical.

Priority Four: Occurs when you require information or assistance on AT&T-provided product capabilities, installation or configuration. There is clearly little or no impact to Customer's business operations.

Change Request: Scheduled Maintenance - There is no impact to Customer's business operations.

Service Levels	
Service Metric	Service Target
Service Desk Call Aggregate Average Speed to Answer Monitoring Alert/Email/Portal Average Speed to Acknowledge	90% Answered by live agent <=20 Seconds <=30 Minutes
Incident Assignment P1: Assignment to Engineer P2: Assignment to Engineer P3: Assignment to Engineer P4: Assignment to Engineer	95% Within service targets (aggregate) <=30 Minutes <=60 Minutes <=2 Hours <=4 Hours
Incident Resolution P1: Resolution P2: Resolution	80% Within service targets (aggregate) <=4 Hours <=8 Hours



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P3: Resolution	<=3 Business Days
P4: Resolution	<=10 Business Days
Problem Management	
Root Cause Analysis (RCA)	Delivery <= 10 Business Days

(Please refer to Appendix E – Service Level Agreement/Service Level Objectives)

3.2.3 Vendor Management

Business services and applications are becoming more complex and integrated, often relying on multiple technologies working seamlessly together. The challenge this creates is dealing with multiple vendors to effectively drive impacting issues to resolution. AT&T manages this complexity and becomes Customer's single point of contact for support related issues. With the proper Letter of Agency (LOA) in place AT&T's team can broker the relationship with these third parties, escalate as needed on Customer's behalf, and drive issues to resolution.

3.2.4 Client Portal

AT&T will provide the following:

- An online ticket portal for submitting support requests, asking general questions, viewing open and historical tickets, and creating/exporting Customer's own reports.
- An online client extranet with access to shared documentation, projects, and static reports.
- A monitoring portal with access to real time performance dashboards, and on-demand performance reporting.

3.2.5 Performance Monitoring

Fault Detection: AT&T will provide proactive monitor from AT&T's Network Operation Center which includes polling 24 hours per day, 7 days per week, and 365 days per year. When a fault is detected and validated AT&T will create an incident in AT&T's system.

Fault Notification: After opening an incident, AT&T will notify Customer's designated contact of such conditions and actions via e-mail correspondence, or by other means based on Customer's preferred method of communication.

Fault Isolation: After validating a fault, AT&T personnel will isolate the fault and troubleshoot towards determining the root cause of the outage.

3.2.6 Configuration Management

This service provides a centralized method for backing up and storing most network device configuration files. AT&T will perform this service by obtaining configurations once daily between the hours of 5PM and 3am EST. The solution is hosted at AT&T, connects to Customer's network via a persistent secure IPSec VPN tunnel, and saves the files to an encrypted database segregated by client.

Should a client not allow a persistent secure IPSec VPN tunnel connection, or if the network device is not compatible with this solution, configuration archiving will be manually performed during a AT&T managed change management process.

For applications and operating systems, configuration archiving will be manually performed during a AT&T managed change management process.

3.2.7 Performance Reporting & Dashboards

Customer's supported infrastructure and applications will have performance monitoring reports and dashboards available from Customer's client portal, which can include the following if applicable.

- Availability
- Latency
- CPU/Memory
- Bandwidth Utilization
- Timing Statistics

3.2.8 Simple Moves, Adds, Changes ("MACs")

AT&T will provide remote simple system administration and Move, Add, Change requests (MACs). Complex MAC's are not included and would be billable on a T&M basis.

Standard MACDs include changes that generally take less than 30 minutes and do not require engineering, design changes, or project work.



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3.3 Managed Services

The following managed services will be provided as part of this solution. Full service descriptions can be found in Appendix D – Managed Services Descriptions.

- a) Managed Security - Cisco ASA w/FirePOWER
- b) Managed Services for Cisco Call Control
- c) Managed Services for UCS Integrated C Series
- d) Managed Services for VMware
- e) Managed Services for Cisco Unified Communications Manager IM & Presence
- f) Managed Services for Cisco Unified Contact Center Express
- g) Managed Services for Cisco Unity Voice Messaging
- h) Managed Services for Cisco Router
- i) Managed Services for Cisco Switch

4 Customer Roles and Responsibilities

To manage the activities outlined herein on time and within the pricing provided, Customer assigned roles and responsibilities must be fulfilled effectively. Customer is responsible for the following:

- (a) Assign a Single Point of Contact ("SPOC") as the primary interface for the AT&T Project Manager to work with during the Project.
- (b) The Customer Project Manager/Single Point of Contact shall have decision-making authority regarding day-to-day management of the project. This individual shall also be responsible for defining any additional Customer requirements, ensuring Site readiness and implementing any additions, changes or deletions in Equipment and/or facilities for each Site prior to the pre-determined network freeze date. Customer will promptly notify AT&T if it changes the designated Customer Project Manager. The Customer Project Manager will also designate a technical point-of-contact that has detailed knowledge of the Customer's network as well as policies utilized.
- (c) Provide AT&T Project Manager a minimum of ten (10) business day notice for scheduling Equipment Installations. Cancellation or rescheduling with less than five (5) business day notice may be subject to AT&T's Reschedule/Cancellation Charge set forth in Section 6, Fees and Charges.
- (d) 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.
- (e) Provide AT&T with reasonable access to Customer Site during NBH, as needed, and shall provide office space to include desks, chairs, as well as access to printers, copiers and phone lines while on-site at no charge. In addition, AT&T may conduct the research and other work from a remote location.
- (f) For each Site to be deployed, provide Local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact to facilitate local scheduling issues, AT&T Equipment delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- (g) Perform all Customer Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental as per the manufacturer's specifications, and the installation of AT&T Equipment racks.
- (h) If Customer chooses to provide the AT&T Equipment configurations, AT&T must receive it at least ten (10) business days prior to an agreed AT&T Equipment installation date at Customer Site.
- (i) Provide authorized personnel on-site during any AT&T Equipment Installation and Test and Turn-Up.
- (j) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (k) Resume responsibility for the network infrastructure upon completion of the Services provided herein.
- (l) Provide a signature sign-off (Site Acceptance Form) as concurrence of Services completion.
- (m) Provide adequate secured storage area on Customer Site for Equipment for the duration of the Project.
- (n) Identify desired product and station Equipment placement; any rack or cabinet layouts; circuit demarcation locations and specifications; legacy PBX/telephony interface requirements and specifications; and, station features. Unless specifically stated in the Statement of Work, AT&T will not move or de-rack existing equipment for this Project.
- (o) As specified for each Site, ensure that proper environmental conditions specified by product manufacturer are in place. AT&T shall not proceed with the Equipment installation until Customer has made such modifications and changes as required. Customer assumes sole responsibility for the condition and/or readiness of Cable Plant or its ability to transport or sustain proper electrical and optical data signals as required by the operational specification requirements for the Equipment. Verify all distance and interference limitations of interface cables to be used.
- (p) As specified for each site, complete all requirements following recommended industry standards and Manufacturer's Best Practice for proposed system connectivity to prior to the first installation date:
 - Raceways, boring and cutting, trenching, conduits, variances and rights of way required for installation.
 - Network demarcation.



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- MDF demarcation (includes documentation).
 - Customer private network (e.g. LAN/WAN or privately provided facilities in a campus environment).
 - Provide/implement/deploy/test all structured cabling (Category-5, fiber, etc.) and components including but not limited to cabling patch panels and patch cords, power, UPS (optional).
 - Provide hard-wired receptacles for each of the components, power strips and/or uninterruptible power supplies at each Site.
 - Extend demarcation point(s) to the Equipment installation location(s).
 - All Rackspace, Power Requirements, Grounding and Cabling
 - Customer should evaluate the impact a power failure may have on end-user abilities to place and receive phone calls, including access to emergency services. An uninterruptable backup power system (UPS) is recommended by industry standards.
- (q) Interface with Customer's network vendors during the installation and testing to make network changes required to make the data/voice network operational. All circuits must be installed, terminated and operational prior to the Field Engineer / Field Technician's arrival on site.
- (r) Provide remote dial up access or VPN access to the Customer network.
- (s) Assume sole responsibility for all existing data files and/or file structures, their storage, backup, and recoverability.
- (t) Provide AT&T with login and password information to all equipment related to the Services provided hereunder, including both basic access and modification access.
- (u) Removal of Equipment packaging materials/trash.
- (v) If Customer chooses to provide the Purchased Equipment configurations, AT&T must receive them at least ten (10) business days prior to an agreed Purchased Equipment installation date at Customer Site.
- (w) Once the final dial plan design is delivered and agreed upon, Customer will freeze any changes to user information a minimum five (5) days prior to a Voice Server configuration. All changes made to the dial plan after Voice Server configuration shall be defined as MAC (Move, Add or Change) and additional charges may apply.
- (x) Assume all responsibility for ensuring adequate mechanisms are deployed that conform to all local laws, regulation and code regarding the availability of 911 emergency services from telephone handsets. This obligation may include ensuring system availability, appropriate backup carrier connectivity and implementation of automatic location tracking and reporting, such as those offered by E911. AT&T assumes no responsibility for fulfilling a Customer's legal responsibilities in this area.
- (y) Provide information relative to the legacy phone system, circuits and data equipment including network diagrams listing existing size, capacity, utilization, and busy-hour voice and data traffic requirements for all current network facilities to be utilized in the IP Telephony solution.
- (z) Provide a list of users, security levels and access privileges. Define the VoIP solution system administration, security policies and any other special requirements to be implemented.
- (aa) Assume sole responsibility to make sure that the LAN and possibly the WAN infrastructure will meet and support IP Telephony specifications that provide acceptable IP Telephony quality. Network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) are the responsibility of the Customer.
- (bb) Update the configurations of those devices and sites that are not identified in this SOW that must communicate to the VoIP Solution deployed as part of the Services provided in this SOW to ensure proper connectivity in addition to installing and verifying the operation of all equipment not provided by AT&T.
- (cc) Provide an authorized contact list of those individuals who will be working with the managed services team, utilizing the Customer Portal, leveraging support and requesting changes.
- (dd) Provide a monitoring gateway server(s), virtual preferred (see monitoring gateway requirements)
- (ee) Provide a VPN-tunnel for monitoring and support service access
- (ff) Maintain support agreements with all manufacturers and vendors
- (gg) Provide a Letter of Agency ("LOA") with manufacturers and vendors to all AT&T to work on Customers behalf.
- (hh) Maintain adequate licensing for the environment defined in this SOW.

5 Project Governance

5.1 Change Control Process

Either Party must submit change requests to contractual documents in writing via the sample at Appendix B to this SOW. 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 mutually agreed, both parties must execute the document in Appendix B.

5.2 Engagement Contacts

Customer	AT&T
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Name	TBD	Thomas J. Poulos
Title		AT&T Network Integration Engagement Manager
Address		324 E. Huron St., Ann Arbor, MI 48104
Phone		517-540-0064
Email		tp1985@att.com

4.3 Approval and Acceptance

AT&T shall validate the process steps to achieve Acceptance of the Services in consultation with Customer during the start-up period for the Project. During this process, the Acceptance Checklist (sample at Appendix C), will be reviewed with Customer and updated accordingly. AT&T shall present the Acceptance Checklist upon completion of the work. Customer will indicate acceptance of the Service(s) by signing same. Should Customer not accept the Services, AT&T will request a written explanation of Customer's reason for not so accepting within five (5) business days. If Customer does not so notify AT&T within five (5) business days, Services shall be deemed Accepted. AT&T shall address Customer's issue(s) within ten (10) business days after the receipt of such notice, and will then resubmit the Acceptance Checklist for Customer's signature. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

6 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 Customer 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) Customer 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 Customer and which AT&T relies upon in its performance hereunder.
- (b) Customer will coordinate the project kick-off with the designated AT&T Engagement Manager and confirm all required attendees are present as required.
- (c) During this engagement, Customer will provide access to personnel who participated in meetings to resolve questions or issues as they arise.

7 CHARGES

7.1 AT&T shall provide the Services, AT&T Equipment and any maintenance for the Charges stated below. The Minimum Payment Period for all Services ordered hereunder is sixty (60) months beginning on the date that the last item of AT&T Equipment is installed ("Minimum Payment Period"). AT&T will retain title to all equipment provided under this SOW. The UCS core, routers, analog gateways and switches will be covered with maintenance for the agreement term, no maintenance has been provided for phones. The solution will be monitored and managed during the full agreement term.

Service	Monthly Recurring Charge	Notes
Professional Services and AT&T Equipment	\$22,795 per month	Includes all services noted above: PM, Install/Deployment, Staging, On-site services (Day 1), Day 2 support – monitor and manage, Service Delivery Manager and equipment Maintenance for 5-Years. Includes all equipment listed in Appendix A.
Total Monthly Recurring Charge	\$22,795.00 per month	Term of this SOW is sixty (60) months

7.2 ADDITIONAL PRICING TERMS AND CONDITIONS

- (a) **Defined Scope.** Pricing is based on the currently defined scope. Any additions or changes to this SOW will necessitate changes in pricing. This SOW assumes that no project delays will occur that would require AT&T to stop work for more than two business days once work has commenced. AT&T will not be held financially responsible for project delays outside of its control.
- (b) **Invoicing.** AT&T will invoice the Service Fees upon Acceptance as defined herein.
- (c) **Expiration Date.** 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 Customer and AT&T by December 19, 2018, and/or (ii) the engagement does not commence within thirty (30) calendar days of the Effective Date.
- (d) **Travel and related Expenses.** Pricing does not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of



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the Services will be billed at cost as a separate line item on Customer's invoice. AT&T personnel will incur travel expenses only after receiving permission from Customer's authorized Project Manager.

- (e) **Schedule of Fees and Time and Material ("T&M") Rate.** In the event that the scope of work changes from the described services in this SOW or AT&T is requested to perform Services outside of NBH, AT&T will bill Customer at the following T&M rates. Additionally, in the event the Customer site is not ready at time of dispatch, or the site is cancelled with less than ten (10) business days' notice, the following charges will apply:

- Additional Hourly rate; Normal Business Hours - \$155.00 per additional Hour/Per Resource
- Off Hour Hourly rate; non-Normal Business Hours - \$233.00 per additional Hour/Per Resource
- Expedite Charge - \$185.00 per incident
- Re-Schedule or Cancellation Charge - \$275.00 per incident
- Site re-visit; assumes two (2) hours on-site min. - \$310.00
- Customer Not Ready Charge - \$275.00 per incident

8. Extension and Termination

- (a) AT&T will notify the Customer, a minimum of sixty (60) days prior to the expiration date of this SOW, and if the Customer wants to extend the term of this agreement ("Extension Term"), AT&T will prepare an extension agreement ("Extension SOW") with the same terms and conditions then currently in effect. Service charges will be subject to the then prevailing rates and may change for the extended term. The Extension SOW will set the new Minimum Payment Period for the Extension Term.
- (b) Customer may terminate this SOW under one of the following provisions:
- (1) In the event of a breach of any material term or condition of this SOW by AT&T where such failure continues un-remedied for thirty (30) days after AT&T's receipt of such written notice.
 - (2) Any time prior to the end of the SOW Term, by giving AT&T at least thirty (30) days' written notice and paying the Termination Charges set forth in 7(c) below.
- (c) Customer must pay all Fees, Charges and expenses incurred as of the effective date of termination and in addition a termination charge equal to the total Monthly Recurring Charges for terminated Service components for each month remaining in the Minimum Payment Period or Extension Term, as applicable ("Termination Charge") except as noted in Section 1.5 Non-Appropriations.
- (d) **AT&T Equipment Removal.** Upon the termination or expiration of this SOW, AT&T shall remove and ship, at Customer's expense within a reasonable time as agreed to by the parties, the AT&T Equipment from the Site(s) to an AT&T location. Customer shall be responsible for any AT&T Equipment at Customer Site(s) more than thirty (30) days after the termination or expiration of this SOW.



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APPENDIX A: AT&T EQUIPMENT ORDER LIST

Main Site - 410 5th Street

Part Number	Description	Qty
ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVDM4-64, UC License, CUBE-25	2
FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	2
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	2
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2
PVDM4-64	64-channel DSP module	2
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4
CON-PREM-ISR4431V	SNTC-24X7X2OS Cisco ISR 4431 UC Bu	2
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	2
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	4
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2
UCSC-C220-M5SX	UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe, PSU	1
CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	1
UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	2
UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	2
UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	1
CON-PREM-C220M5SX	SNTC 24X7X2OS UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe,	1
R2XX-RAID5	Enable RAID 5 Setting	1
UCS-CPU-4114	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	2
UCS-HD300G10K12N	300GB 12G SAS 10K RPM SFF HDD	8



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UCS-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	4
UCS-SID-INFR-OI	Other Infrastructure	1
UCS-SID-WKL-UNK	Unknown	1
UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	1
UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	2
UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	1
VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	2
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2
PVDM3-64	64-channel high-density voice DSP module	2
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	2
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	2
SVG3XUK9-15603M	Cisco VG3X0 UNIVERSAL	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
CON-PREM-VG310ICV	SNTC-24X7X2OS Cisco VG310 - Modular 24 FXS Port Voice	2
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2
WS-C3850-24P-E	Cisco Catalyst 3850 24 Port PoE IP Services	2
PWR-C1-715WAC	715W AC Config 1 Power Supply	2
S3850UK9-163	UNIVERSAL	2
C3850-DNA-A-24	C3850 DNA Advantage, 24-port Term licenses	2
C3850-DNA-A-24-5Y	C3850 DNA Advantage, 24-port, 5 Year Term license	2
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	2
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	2
CAB-TA-NA	North America AC Type A Power Cable	4
CON-PREM-WSC384PE	SNTC-24X7X2OS Cisco Catalyst 3850 24 Port PoE IP Servi	2
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	2
PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	2
STACK-T1-50CM	50CM Type 1 Stacking Cable	2



Pricing Schedule
AT&T Network Integration Services
Managed Services

WS-C3850-48P-E	Cisco Catalyst 3850 48 Port PoE IP Services	4
PWR-C1-715WAC	715W AC Config 1 Power Supply	4
C3850-DNA-A-48	C3850 DNA Advantage, 48-port Term licenses	4
C3850-DNA-A-48-5Y	C3850 DNA Advantage, 48-port, 5 Year Term license	4
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	4
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	4
CAB-TA-NA	North America AC Type A Power Cable	8
CON-PREM-WSC388PE	SN7C-24X7X2OS Cisco Catalyst 3850 48 Port PoE IP Servi	4
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	16
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	4
STACK-T1-50CM	50CM Type 1 Stacking Cable	4

New Site Equipment

Part Number	Description	Qty
New Site		
ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVDM4-64, UC License, CUBE-25	2
FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	2
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	2
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	2
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	2
PVDM4-64	64-channel DSP module	2
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	2
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	2
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	2
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4
CON-PREM-ISR4431V	SN7C-24X7X2OS Cisco ISR 4431 UC Bu	2
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	2
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	4
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	2
		18



Pricing Schedule
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UCSC-C220-M5SX	UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe, PSU	1
CBL-SC-MR12GM52	Super Cap cable for UCSC-RAID-M5 on C240 M5 Servers	1
UCSC-BBLKD-S2	UCS C-Series M5 SFF drive blanking panel	2
UCSC-HS-C220M5	Heat sink for UCS C220 M5 rack servers 150W CPUs & below	2
UCSC-SCAP-M5	Super Cap for UCSC-RAID-M5, UCSC-MRAID1GB-KIT	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
CIMC-LATEST	IMC SW (Recommended) latest release for C-Series Servers.	1
CON-PREM-C220M5SX	SNTC 24X7X20S UCS C220 M5 SFF 10 HD w/o CPU, mem, HD, PCIe,	1
R2XX-RAID5	Enable RAID 5 Setting	1
UCS-CPU-4114	2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz	2
UCS-HD300G10K12N	300GB 12G SAS 10K RPM SFF HDD	8
UCS-MR-X16G1RS-H	16GB DDR4-2666-MHz RDIMM/PC4-21300/single rank/x4/1.2v	4
UCS-SID-INFR-OI	Other Infrastructure	1
UCS-SID-WKL-UNK	Unknown	1
UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	1
UCSC-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	2
UCSC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
UCSC-RAILB-M4	Ball Bearing Rail Kit for C220 & C240 M4 & M5 rack servers	1
VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	2
HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	2
PVDM3-64	64-channel high-density voice DSP module	2
SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	2
SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	2
SVG3XUK9-15603M	Cisco VG3X0 UNIVERSAL	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
CON-PREM-VG310ICV	SNTC-24X7X20S Cisco VG310 - Modular 24 FXS Port Voice	2
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	2
WS-C3850-48P-E	Cisco Catalyst 3850 48 Port PoE IP Services	1



Pricing Schedule
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PWR-C1-715WAC	715W AC Config 1 Power Supply	1
C3850-DNA-A-48	C3850 DNA Advantage, 48-port Term licenses	1
C3850-DNA-A-48-5Y	C3850 DNA Advantage, 48-port, 5 Year Term license	1
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	1
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1
CAB-TA-NA	North America AC Type A Power Cable	2
CON-PREM-WSC388PE	SNTC-24X7X2OS Cisco Catalyst 3850 48 Port PoE IP Servi	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	4
PWR-C1-1100WAC/2	1100W AC Config 1 Secondary Power Supply	1
STACK-T1-50CM	50CM Type 1 Stacking Cable	1

Police Department Site - 701 W. Ormsby Ave.

Part Number	Description	Qty
ISR4431-V/K9	Cisco ISR 4431 UC Bundle, PVD4-64, UC License, CUBE-25	1
FL-CUBEE-25	Unified Border Element Enterprise License - 25 sessions	1
MEM-44-4G	4G DRAM (1 x 4G) for Cisco ISR 4400	1
MEM-4400-DP-2G	2G DRAM (1 DIMM) for Cisco ISR 4400 Data Plane	1
MEM-FLSH-8G	8G eUSB Flash Memory for Cisco ISR 4430	1
NIM-BLANK	Blank faceplate for NIM slot on Cisco ISR 4400	1
PVD4-64	64-channel DSP module	1
PWR-4430-AC	AC Power Supply for Cisco ISR 4430	1
SISR4400UK9-316S	Cisco ISR 4400 Series IOS XE Universal	1
SL-44-IPB-K9	IP Base License for Cisco ISR 4400 Series	1
SL-44-UC-K9	Unified Communication License for Cisco ISR 4400 Series	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
CON-PREM-ISR4431V	SNTC-24X7X2OS Cisco ISR 4431 UC Bu	1
NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	1
NIM-4FXO	4-port Network Interface Module - FXO (Universal)	1
PWR-4430-AC/2	AC Power Supply (Secondary PS) for Cisco ISR 4430	1



Pricing Schedule
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VG204XM	Cisco VG204XM Analog Voice Gateway	1
CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through, RJ-45, 6 feet	1
PWR-30W-AC	Power Supply 30 Watt AC	1
SVG2XIPV-15603M	Cisco VG20X Series IOS IP VOICE	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
WS-C3850-24P-E	Cisco Catalyst 3850 24 Port PoE IP Services	1
PWR-C1-715WAC	715W AC Config 1 Power Supply	1
S3850UK9-163	UNIVERSAL	1
C3850-DNA-A-24	C3850 DNA Advantage, 24-port Term licenses	1
C3850-DNA-A-24-5Y	C3850 DNA Advantage, 24-port, 5 Year Term license	1
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	1
CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	1
CAB-TA-NA	North America AC Type A Power Cable	2
CON-PREM-WSC384PE	SNTC-24X7X2OS Cisco Catalyst 3850 24 Port PoE IP Servi	1
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	1
PWR-C1-715WAC/2	715W AC Config 1 Secondary Power Supply	1
STACK-T1-50CM	50CM Type 1 Stacking Cable	1

IP Phones

Part Number	Description	Qty
CP-8831-K9=	Cisco 8831 Base/Control Panel for North America	5
CP-8831-DCU-S	Spare Cisco 8831 Display Control Unit (DCU)	5
CON-SNT-CP8831K9	SNTC-8X5XNBD Cisco 8831 IP Confer Phone w/ controller	5
CP-8841-K9=	Cisco IP Phone 8841	57
CP-8851-K9=	Cisco IP Phone 8851	79
CP-8865-K9=	Cisco IP Phone 8865	7
		21



Pricing Schedule
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Managed Services
SNTC-8X5XNBD Cisco IP Phone 8865

CON-SNT-CP8865KP		7
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CP-PWR-CORD-NA=	Power Cord, North America	5
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CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	5
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**Maintenance on Existing
Licenses**

Part Number	Description	Qty
ANLG-DEV-UWL	Analog, non-app device add-on for UWL	50
LIC-UWL-STD1	Services Mapping SKU, Under 1k UWL STD users	160
LIC-CUCM-10X-ESS-A	UC Manager-10.x Essential User License User	1



Pricing Schedule
AT&T Network Integration Services
 Managed Services

APPENDIX B: SAMPLE CHANGE REQUEST FORM

Type of Request:	
Initiator (Company):	
Change Request Received by:	
Price Impact:	
AT&T Additional Resources Required:	

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:
CUSTOMER:

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)



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 Managed Services

APPENDIX C: SAMPLE SERVICES ACCEPTANCE CHECKLIST

LIST OF ACTIVITIES	Applicable	Completion date	Initial
Customer Responsibilities	√		
	√		
AT&T Responsibilities	√		
	√		
	√		
	√		
	√		
Delivery & Checkout	√		
	√		
	√		

Customer Acceptance:

By: _____
 (Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)

AT&T Acknowledgement:

By: _____
 (Authorized Representative)

(Typed or Printed Name)

(Title)

(Date)



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APPENDIX D: MANAGED SERVICES DESCRIPTIONS

Managed Security - Cisco ASA w/ FirePOWER		Service Level Expert
Service Features		
☒ Incident Management ☒ Vendor Management ☒ Patch Management ☒ Performance Monitoring ☒ Reachability Monitoring ☒ Remote Technical Support ☒ Change Management ☒ Remote Software Support ☒ Configuration Management ☒ Contract Management ☒ Performance Dashboard ☒ Annual Health Check ☒ Performance Reporting		
Performance Monitoring ASA Firewall, Firepower Services, FireSight Management Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Capacity ▪ Utilization ▪ CPU ▪ Memory ▪ Disk ▪ Interface	Health ▪ Licensing ▪ Application & Services ▪ Management Connectivity ▪ Hardware ▪ Availability
Remote Technical Support Provides support for the solution within Customer's environment.	In Scope: ▪ Hardware appliance failures ▪ Policy creation & modification ▪ Full NGIPS feature set management ▪ VPN connectivity ▪ Bug tracking and resolution ▪ Identity management controls ▪ FireSight Management Station ▪ Reporting and alerting capabilities ▪ Physical connectivity to the infrastructure ▪ Reactive vulnerability triage ▪ Vendor TAC management ▪ Troubleshoot supporting infrastructure as it relates to the platform ○ Active Directory, DNS, CA Authority, Switches	
Change Management AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice change process, or Customer's organizations if available.	In Scope: ▪ Access-List Moves/Add/Changes ▪ Object-Groups / Nat Entries / Logging Destinations ▪ Remote Access VPN Groups ▪ Lan2Lan VPN Tunnel Creation ▪ Intrusion Prevention policies ▪ File and Advanced Malware Protection policies ▪ Application control, URL / Content filtering, & SSL decryption policies ▪ Security Intelligence and DNS policies ▪ Identity based rules ▪ Correlation rules ▪ Custom health and event alerts for monitoring purposes ▪ Creating custom reports if requested *Changes beyond 60-minutes in duration will be billed at current T&M rates*	
Remote Software Support Provides reactive services to address bug related issues that are adversely affecting Customer's environment.	In Scope: ▪ Bug related issues ▪ Patches or system release images ▪ Major release upgrades ▪ Upgrades for feature enhancements	



Pricing Schedule
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Managed Services

Annual Health Check AT&T will perform a health check on the environment as it relates to the Firepower infrastructure.	The purpose of the health check is to proactively confirm all components are operating as desired, to keep the configurations as optimized as possible, and bring awareness to new features and functionality in any new code revisions. Specific tasks are outlined below; In Scope: ▪ Code & feature review ▪ Review configuration with current best practices ▪ Overall system health review ▪ Threat review ▪ Review business initiatives where the solution may help ▪ Recommend new software features and configurations ▪ Verification that active documentation matches current state deployment ▪ Review monitored elements, verify accuracy, and flag additions if environment has changed over time ▪ Review and discuss any relevant challenges, concerns ▪ Execute recommendations if tasks are within scope ▪ Train customer team on new changes or features
Quarterly Release Management Network AT&T will provide notification, update scheduling, and delivery for each supported device on a quarterly basis.	In Scope: ▪ Review and analyze manufacturer product updates to determine impact ▪ Summary report providing any potential impact to Customer's environment ▪ Define and manage the update schedule ▪ Enhancement updates will be performed on an N-2 level ▪ Complete authorized updates as required and approved ▪ If AT&T elects not to apply an update, AT&T will document reasoning ▪ If an update causes loss of functionality it will be rolled back to the previous version ▪ AT&T requires a quarterly reoccurring maintenance window to deploy all updates ▪ All work will be provided remotely Out of Scope: ISEC 3rd party vulnerability scan response and remediation

Managed Services Cisco Call Control		Service Level Expert	
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Contract Management ☒ Performance Reporting		☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Performance Dashboard ☒ Remote Technical Support ☒ Configuration Management ☒ Carrier Management	
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <u>Communications Manager (CUCM)</u> <i>*Monitored elements may change over time due to vendor firmware*</i>	Health & Hardware ▪ Backup Confirmation ▪ Critical Services ▪ Utilization ▪ CPU ▪ Memory ▪ Disk	Connectivity ▪ PRI/T1, FXO, FXS Interface ▪ Registration Status ▪ Active Channels ▪ Calls Per Interface	Application ▪ Registered ▪ Gateways ▪ Voicemail ▪ CCX Ports ▪ Active Calls ▪ Resource Usage Tracking ▪ Conference bridge ▪ Music on hold ▪ Location Bandwidth Usage ▪ Database Replication State



Pricing Schedule
AT&T Network Integration Services
Managed Services

<u>Cisco Unified Border Element</u> <i>*Monitored elements may change over time due to vendor firmware*</i>	Health ▪ Critical Alarms ▪ Utilization ○ CPU ○ Memory ○ SIP Trunk ○ Bandwidth	Capacity ▪ Active Calls ▪ Available Resources ▪ Transcoding ▪ Media Termination Point	Connectivity ▪ SIP Trunk Up/Down Status
<u>Voice Gateway</u> <i>*Monitored elements may change over time due to vendor firmware*</i>	Health ▪ Critical Alarms	Hardware ▪ Utilization ▪ CPU ▪ Memory	Connectivity ▪ Voice T1 Up/Down Status
Remote Technical Support Communications Manager (CUCM) Provides support for system wide Cisco Call Control functions including call admission control, call routing, extension mobility, single number reach, call forwarding, corporate directory, database replication and license utilization.	In Scope: ▪ Application Performance ▪ Application Configuration Issues ▪ Application Service Failures ▪ Back End Database Issues Out of Scope: ▪ Physical or Virtual server issues ▪ 3rd Party Endpoints (IP Phones, Video Room Systems, Headsets, etc.) ▪ Voice issues deployed over non-QoS-Enabled LAN, WAN, or WLAN architectures		
<u>Cisco Unified Border Element & Voice Gateway</u> Provides support for Cisco ISR or ISR G2 routers deployed as Cisco Unified Border Element (CUBE) Session Border Controllers.	In Scope: ▪ Voice Calling Issues • Incomplete Calls • Dropped Calls • Voice Quality Issues (Requires QoS-enabled Service Provider) ▪ Carrier Management Out of Scope: ▪ New circuit turn-ups ▪ Endpoints (IP Phones, Video Room Systems, Headsets, etc.)		
Change Management Communications Manager (CUCM) AT&T's engineers will manage and implement system level configuration changes by following change management process or Customer organization's if available.	In Scope: ▪ Modification of a hunt group ▪ Adjusting call pickup group ▪ Dial Plan adjustments (i.e. new code for dialing over a specific voice circuit) ▪ Update single CUCM region/location setting Out of Scope: ▪ End User Change Management Changes beyond 60-minutes in duration will be billed at current T&M rates		
<u>Cisco Unified Border Element & Voice Gateway</u>	In Scope: ▪ Access-list updates		



Pricing Schedule
AT&T Network Integration Services
Managed Services

AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice change process, or Customer organizations if available.	▪ NAT updates ▪ Minor routing changes (static routes) ▪ Switch port level changes (changing a vlan on an interface) Out of Scope: ▪ Major routing changes/dynamic protocols Changes beyond 60-minutes in duration will be billed at current T&M rates
Remote Software Support <u>Communications Manager (CUCM)</u> <u>Cisco Unified Border Element & Voice Gateway</u> AT&T's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: ▪ Bug related issues ▪ Service updates to restore stability ▪ Patches to restore stability Out of Scope: ▪ Major release upgrades ▪ Upgrades for feature enhancements

Managed Services - UCS Integrated C Series		Service Level Expert
Service Features		
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Contract Management ☒ Performance Reporting	☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Performance Dashboard	☒ Remote Technical Support ☒ Configuration Management ☒ Annual Software Upgrade
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Health ▪ Power Consumption (Blades & Chassis) ▪ Status ▪ Thermal ▪ Power Supply & Fan ▪ Front/Exhaust Temp. ▪ CPU/Memory Utilization	Connectivity ▪ Packets/Errors ▪ Ethernet ▪ Fiber Channel ▪ Jumbo Packets
Remote Technical Support Provides support for the entire ecosystem, including the UCS Manager, Fabric Interconnects, physical and virtual servers.	In Scope: ▪ Connectivity Issues ▪ Performance Issues ▪ Firmware Issues ▪ Hardware Failures Out of Scope: ▪ Troubleshooting host operating systems	
Change Management AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice	In Scope: ▪ Service profile and templates ▪ vnic and vhba templates ▪ Pools and policies ▪ Adding VLAN's	



Pricing Schedule
AT&T Network Integration Services
Managed Services

change process, or Customer organizations if available.	Out of Scope: ▪ Changing between end host mode and switch mode ▪ SAN zoning (unless storage is direct attached) *Changes beyond 60-minutes in duration will be billed at current T&M rates*
Remote Software Support AT&T's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: ▪ Bug related issues ▪ Firmware updates to restore stability Out of Scope: ▪ Major release upgrades (outside of annual software upgrade) ▪ Upgrades for feature enhancements or to support new hardware (outside of annual software upgrade)
Annual Software Upgrade AT&T will provide one update on an annual basis. This Upgrade will be scheduled with the client and can occur during or after normal business hours.	In Scope: ▪ UCS Manager and system firmware update Out of Scope: ▪ Project Management services

Managed Services - VMware			Service Level Expert
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Contract Management ☒ Performance Reporting ☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Performance Dashboard ☒ Remote Technical Support ☒ Configuration Management ☒ Annual Software Upgrade			
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Health ▪ Critical Alarms ▪ Host Hardware Status ▪ Local Host Hardware Status	Capacity ▪ CPU/Memory Utilization (vCenter/Cluster/Host) ▪ Disk Utilization (vCenter/Datastore)	Connectivity & Services ▪ Host to vCenter ▪ vCenter Management
Remote Technical Support Provides support for the entire ecosystem, including Virtual Center Management Server, ESX Hosts, virtual machine metrics and resource utilization.	In Scope: ▪ vCenter & Plug In's ▪ ESXi Host ▪ Host Connectivity ▪ Cluster Management ▪ Data Store Management Out of Scope: ▪ Troubleshooting guest operating systems		
Change Management AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice change process, or Customer	In Scope: ▪ Host Profiles ▪ Guest Resource Management (CPU, Memory, Disk, Network) ▪ Cluster Management (DRS, HA) ▪ Adding a Datastore Out of Scope:		



Pricing Schedule
AT&T Network Integration Services
Managed Services

organizations if available.	- Implementation of Nexus 1000v DVS - SAN zoning *Changes beyond 60-minutes in duration will be billed at current T&M rates*
Remote Software Support AT&T's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: - Bug related issues - Service updates to restore stability - ESXi patches to restore stability Out of Scope: - Major release upgrades (outside of annual software upgrade) - Upgrades for feature enhancements (outside of annual software upgrade) - Updates to VMware tools for guests
Annual Software Upgrade AT&T will provide one update on an annual basis. This Upgrade will be scheduled with the client and can occur during or after normal business hours.	In Scope: - One Major and one minor software update for vCenter and supported hosts - Pre-and Post-testing to maintain functionality Out of Scope: - Project Management with other client lines of business and/or 3rd parties

Managed Services - Cisco Unified Communications Manager IM & Presence			Service Level Expert
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Performance Reporting	☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Contract Management	☒ Remote Technical Support ☒ Performance Dashboard	
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor software*</i>	Health & Hardware - Backup Confirmation - Critical Services - Utilization: - CPU - Memory - Disk	CUCM Integration Database Replication	Application - Login Failure Counts - Clients connected - Active Calendar Subscriptions - Incoming/Outgoing SIP Subscriptions
Remote Technical Support Support is provided by a team of Cisco experts across the entire platform, including its databases, connectivity, and call flow in both physical and virtual server environments.	In Scope: - Application Performance - Configuration Issues - Service Failures - Database Connectivity Issues - Login Failures - Service Discovery Errors		
Change Management Provider's engineers will manage and implement system level configuration changes by following change management process or Customer organization's if	In Scope: - Single User Add/Creation - User re-Homing/Balancing between IM&P servers Out of Scope:		



Pricing Schedule
AT&T Network Integration Services
Managed Services

available.	▪ Creating new Service Discovery configurations <i>NOTE: Changes beyond 60-minutes in duration will be billed at current T&M rates</i>
Remote Software Support Provider's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: ▪ Bug related issues ▪ Service updates to restore stability ▪ Patches to restore stability Out of Scope: ▪ Major release upgrades ▪ Upgrades for feature enhancements/feature requests



Pricing Schedule
AT&T Network Integration Services
 Managed Services

Managed Services - Cisco Unified Contact Center Express		Service Level Expert	
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Performance Reporting		☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Contract Management ☒ Remote Technical Support ☒ Performance Dashboard	
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor software*</i>	Health & Hardware ▪ Backup Confirmation ▪ Critical Services ▪ Utilization: ▪ CPU ▪ Memory ▪ Disk	CUCM Integration ▪ Call control groups ▪ JTAPI Provider ▪ Media termination dialog group	Application ▪ System Services ▪ Admin Services ▪ DB Services ▪ Desktop Services ▪ Finesse Services ▪ Failover
Remote Technical Support Support is provided by a team of Cisco experts across the entire platform, including its databases, connectivity, and call flow in both physical and virtual server environments.	In Scope: ▪ Application Performance ▪ Configuration Issues ▪ Service Failures ▪ Database Connectivity Issues ▪ Script failure issues ▪ Subsystem recovery ▪ Application, Script and Document Management ▪ Licensing Management		
Change Management Provider's engineers will manage and implement system level configuration changes by following change management process or Customer organization's if available.	In Scope: ▪ Single Agent queue assignment ▪ Script changes ▪ Prompt updates ▪ Document updates Out of Scope: ▪ End User Change Management ▪ New Skill/Skill Assignment to existing Agents Note: Changes beyond 60-minutes in duration will be billed at current T&M rates		
Remote Software Support Provider's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: ▪ Bug related issues ▪ Service updates to restore stability ▪ Patches to restore stability Out of Scope: ▪ Major release upgrades ▪ Upgrades for feature enhancements/feature requests		



Pricing Schedule
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 Managed Services

Managed Services - Cisco Unity Voice Messaging			Service Level Expert
Service Features			
☒ Incident Management ☒ Vendor Management ☒ Performance Monitoring ☒ Reachability Monitoring ☒ Remote Technical Support ☒ Change Management ☒ Remote Software Support ☒ Carrier Management ☒ Contract Management ☒ Performance Reporting ☒ Performance Dashboard			
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Health - Backup Confirmation - Critical Syslog Analysis - Critical Services	Hardware - Utilization - CPU - Memory - Disk	Application - Call Volume - Unsuccessful Calls - Port Utilization - Failover Status
Remote Technical Support Support is provided by a team of Cisco experts across the entire platform, including its databases, connectivity, and call flow in both physical and virtual server environments.	In Scope: - Connectivity & Performance Issues - Application Issues - Call flow Issues - Database Replication & Recovery - Certificate Issues - Auto Attendant and Voice Mail Functionality Out of Scope: - Physical or Virtual servers - Management of 3rd party solutions		
Change Management AT&T's engineers will manage and implement system level configuration changes by following change management process or Customer organization's if available.	In Scope: - Greetings administration changes for voice mail auto attendant - Database Management - Single Inbox Configuration (Unified Messaging) - Certificate Issues - Auto Attendant Configuration Issues - Holiday Schedule - Time of Day Schedule *Changes beyond 60-minutes in duration will be billed at current T&M rates* Out of Scope: - End User Change Management		
Remote Software Support AT&T's software support provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: - Bug related issues - Service release to restore stability Out of Scope: - Major release upgrades		



Pricing Schedule
AT&T Network Integration Services
Managed Services

	Upgrades for feature enhancements
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Managed Services - Cisco Router			Service Level Expert
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Contract Management ☒ Performance Reporting	☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Performance Dashboard	☒ Patch Management ☒ Remote Technical Support ☒ Configuration Management ☒ Carrier Management	
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Health - State - Fan - Power Supply - Temperature	Capacity & Connectivity - Utilization CPU Memory - Bandwidth Utilization (Inbound/Outbound)	Services - State - Interface Operational - Interface Administration - BGP Session - Routes Received (if applicable) - Chassis Module (if applicable)
Remote Technical Support Provides support for the Cisco Router, Switch, and Firewall infrastructure within the network.	In Scope: - Performance issues - Configuration issues - Service failures - Hardware issues Out of Scope: - New site configuration or additions		
Change Management AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice change process, or Customer organizations if available.	In Scope: - Access-list updates - NAT updates - Minor routing changes (static routes) Out of Scope: - Major routing changes/dynamic protocols <i>*Changes beyond 30-minutes in duration will be billed at current T&M rates*</i>		
Remote Software Support Provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: - Bug related issues - Software versions to restore stability Out of Scope: - Major release upgrades - Upgrades for feature enhancements		
Quarterly Release Management Network AT&T will provide notification, update scheduling, and delivery for each supported device on a quarterly basis.	In Scope: - Review and analyze manufacturer product updates to determine impact - Summary report providing any potential impact to Customer environment - Define and manage the update schedule - Enhancement updates will be performed on an N-2 level - Complete authorized updates as required and approved - If AT&T elects not to apply an update, AT&T will document reasoning - If an update causes loss of functionality it will be rolled back to the previous version - AT&T requires a quarterly reoccurring maintenance window to deploy all updates - All work will be provided remotely Out of Scope:		



Pricing Schedule
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Managed Services

		ISEC 3rd party vulnerability scan response and remediation	
Managed Services - Cisco Switch		Service Level Expert	
Service Features			
☒ Incident Management ☒ Performance Monitoring ☒ Change Management ☒ Contract Management		☒ Vendor Management ☒ Reachability Monitoring ☒ Remote Software Support ☒ Performance Reporting ☒ Patch Management ☒ Remote Technical Support ☒ Configuration Management ☒ Performance Dashboard	
Performance Monitoring Provides the visibility needed to get ahead of business impacting issues 24x7x365. <i>*Monitored elements may change over time due to vendor firmware*</i>	Health ▪ State ▪ Fan ▪ Power Supply ▪ Temperature	Capacity & Connectivity ▪ Utilization ○ CPU ○ Memory ▪ Bandwidth Utilization (Inbound/Outbound)	Services ▪ State ▪ Interface Operational ▪ Interface Administration
Remote Technical Support Provides support for the Cisco Switch infrastructure.	In Scope: ▪ Performance issues ▪ Configuration issues ▪ Service failures ▪ Hardware issues Out of Scope: ▪ New site configuration or additions		
Change Management AT&T's engineers will manage and implement system level configuration changes on the supported infrastructure by following AT&T's best practice change process, or Customer organizations if available.	In Scope: ▪ Access-list updates ▪ Minor routing changes (static routes) ▪ Switch port level changes (changing a VLAN on an interface) Out of Scope: ▪ Major routing changes/dynamic protocols <i>*Changes beyond 30-minutes in duration will be billed at current T&M rates*</i>		
Remote Software Support Provides reactive services to address bug related issues that are adversely affecting Customer environment.	In Scope: ▪ Bug related issues ▪ Software versions to restore stability Out of Scope: ▪ Major release upgrades ▪ Upgrades for feature enhancements		
Quarterly Release Management Network AT&T will provide notification, update scheduling, and delivery for each supported device on a quarterly basis.	In Scope: ▪ Review and analyze manufacturer product updates to determine impact ▪ Summary report providing any potential impact to Customer environment ▪ Define and manage the update schedule ▪ Enhancement updates will be performed on an N-2 level ▪ Complete authorized updates as required and approved ▪ If AT&T elects not to apply an update, AT&T will document reasoning ▪ If an update causes loss of functionality it will be rolled back to the previous version ▪ AT&T requires a quarterly reoccurring maintenance window to deploy all updates ▪ All work will be provided remotely Out of Scope:		



Pricing Schedule
AT&T Network Integration Services
Managed Services

	ISEC 3rd party vulnerability scan response and remediation
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Pricing Schedule
AT&T Network Integration Services
Managed Services

APPENDIX E: AT&T SERVICE LEVEL AGREEMENTS/SERVICE LEVEL OBJECTIVES

Priority Allocated		Business Impact		
		Major	Severe	Minor
Urgency	High	P1	P2	P3
	Medium	P2	P3	P4
	Low	P3	P4	P5

Priority Matrix

Priority	Description	Detailed Description
P1 (High)	Major Service Outage	Network or Environment Down, Critical Impact to Business • Large Scale Incident affecting multiple customers at once. • Most likely to be Backbone or Aggregation Equipment or Circuits. • The incident is the cause of complete loss, or high degradation of service to a larger customer base. • Need for organized central communication to maintain clear, consistent and customer facing communication to the affected customer base and internal departments
P2	Service Outage	Network or Environment Severely Degraded • Complete loss of service (single site) caused by complete outage of the circuit or a high degree of degradation of the quality of the line making the service unusable. • Incident affecting the customer site in such a way that the concerned site(s) are not able to use the service provided by AT&T. • Primary connections and back-up connections are both down, or there is a serious routing problem. • Degradation of the service resulting in causing potential financial loss to the customer.
P3	Seriously Degraded Service	Network or Environment Seriously Impaired but Functional • An incident that causes a dramatically performance reduction, or causes limited access to the critical applications. • Customer is willing to hand over the circuit for immediate troubleshooting.
P4 (Low)	Service Performance Reduced	Network or Environment Performance Reduced but Functional • An incident that causes a performance reduction, or causes limited access or intermittent failure customer applications. • Customer is still using the circuit till Closure of Business for troubleshooting to take place out of hours (OOH) • Minor fault with workaround.
P5	No SLA	• A cosmetic fault or a small incident that has no impact on the performance of the applications or the use of the service provided by AT&T. • Fail Over Testing. • Network / Configuration audits • Change Requests • Commercial/Technical Enquiries



Pricing Schedule
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Standard Escalation Priority Definitions

Incident response and resolution times according to their Priority Level are listed below. It is important to note that these are maximum times rather than standard or normal times and that all incidents will be resolved as quickly as possible.

Priority	Maximum Response Time	Mean Response Target	Monthly	Maximum Resolution Time	Mean Resolution Target	Monthly
P1 (Critical)	15 minutes	90%		4 hours	90%	
P2	1 hour	90%		1 day	85%	
P3	4 hours	90%		2 day	75%	
P4	1 day	80%		5 day	75%	
P5	2 days	80%		10 day	75%	

Schedule of Cycle Times	
IPT/UC Service Request Type	Typical Cycle Time within (Completion period following acceptance of written request for change)
UC Fusion User Password Reset 1 MACD	- Standard - 1 business day, 8x5xNBD - Express - 4 business hours, 8x5x4
UC Fusion User Password Reset 2-10	1 business day
UC Fusion User Password Reset 11-20	3 business days
UC Fusion User Password Reset >20	Negotiated
UC Fusion Level 1 Soft MACD 1-10	- Standard - 1 business day, 8x5xNBD - Express - 4 business hours, 8x5x4
UC Fusion Level 1 Soft MACD 11-20	3 business days or agreed upon interval
UC Fusion Level 1 Soft MACD >20	Negotiated
UC Fusion Level 2 Soft MACD 1-10	3 business days or agreed upon interval
UC Fusion Level 2 Soft MACD 11-20	5 business days or agreed upon interval
UC Fusion Level 2 Soft MACD >20	Negotiated

AT&T Credit Assessment Table			
Category	Component	Service Level	Credit
Service Availability	Aggregate	99.9%	10% of monthly recurring management fees for contracted Support Services - If the SLA is missed in consecutive months, the following level of credits apply: 2nd consecutive month – 15% 3rd consecutive month – 25% 4th consecutive month – 50%



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			○ 5th (or higher) consecutive month – 100%
On Time Provisioning	Aggregate	95%	Customers are entitled to the following credit amounts determined by number of IMACD due dates missed after the aggregate performance has exceeded the maximum allowable 5% failure rate. • Soft IMACD – one-time credit of \$30 for a Soft IMACD missed • Hard IMACD – one-time credit of \$150 for a Hard IMACD missed • Project IMACDs – one-time credit of 50% of Project IMACD Charge

NOTES: AT&T shall credit Customer such eligible credits as determined above subject to the condition that in no event will credits to the Customer either alone or in combination with other credits AT&T may issue to the Customer, exceed more than one hundred (100) percent of the monthly recurring management fees for Support Service in any given month.

In the event a single incident results in AT&T's failure to meet more than one SLA, AT&T's total liability will be no greater than an amount equal to a one-time credit for the single highest SLA commitment missed.

SLA Credit Assessment Table

Category	Component	Service Level	Credit
Service Availability	Aggregate	99.90%	10% of monthly recurring management fees for contracted Support Services
			If the SLA is missed in consecutive months, the following level of credits apply:
			• 2nd consecutive month – 15%
			• 3rd consecutive month – 25%
			• 4th consecutive month – 50% • 5th (or higher) consecutive month – 100%
On Time Provisioning	Aggregate	95%	Customers are entitled to the following credit amounts determined by number of IMACD due dates missed after the aggregate performance has exceeded the maximum allowable 5% failure rate.
			• Soft IMACD – one-time credit of \$20 for a Soft IMACD missed
			• Hard IMACD – one-time credit of \$100 for a Hard IMACD missed
			• Project IMACDs – one-time credit of 50% of Project IMACD Charge

NOTES: AT&T shall credit Customer such eligible credits as determined above subject to the condition that in no event will credits to the Customer either alone or in combination with other credits AT&T may issue to the Customer, exceed more than one hundred (100) percent of the monthly recurring management fees for Support Service in any given month.

In the event a single incident results in AT&T's failure to meet more than one SLA, AT&T's total liability will be no greater than an amount equal to a one-time credit for the single highest SLA commitment missed.

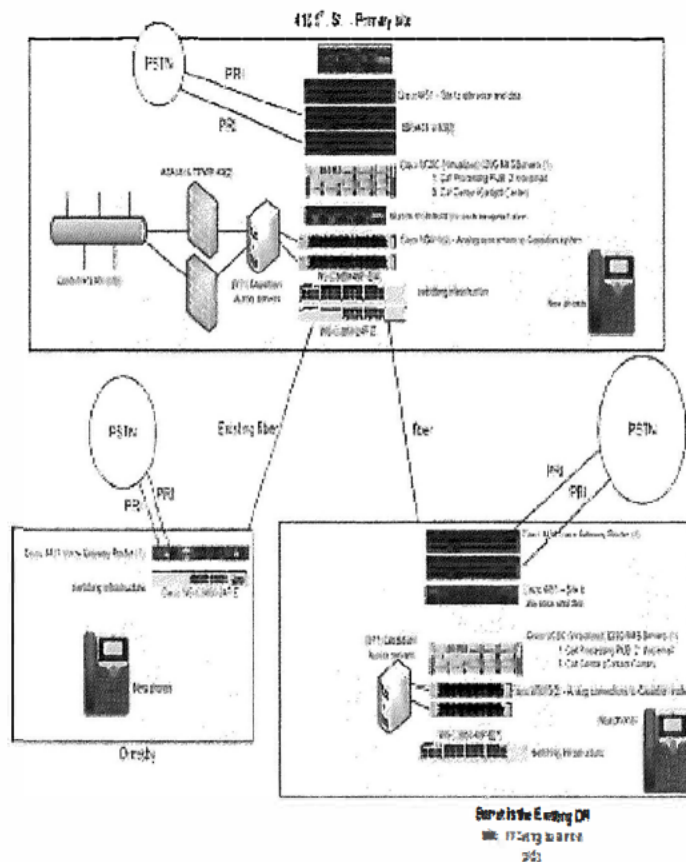


Pricing Schedule

AT&T Network Integration Services

Managed Services

APPENDIX F: SOLUTION DIAGRAM





Addendum to Pricing Schedule

Case Number KY18-1591-02

AT&T MA Reference No. 201305217621UA

CUSTOMER ("Customer")	AT&T ("AT&T")
Louisville Jefferson County Metro Government Street Address: 611 W. Jefferson Street City: Louisville State: KY Zip Code: 40202- <u>Billing Address</u> Street Address: 611 W. Jefferson Street City: Louisville State: KY Zip Code: 40202-	For purposes of this Pricing Schedule, AT&T means the Service Provider specifically identified herein.
CUSTOMER Contact (for Contract Notices)	AT&T Sales Contact Information and for Contract Notices
Name: Gary Vance Title: Manager Telephone: 502-572-3471 Fax: - - Email: Gary.Vance@louisvilleky.gov Street Address: 410 S 5th Street City: Louisville State: KY Zip Code: 40202-	Name: Kim Rankin Title: Account Manager Telephone: 859-699-0107 Fax: - - Email: kr9465@us.att.com Attention: Assistant Vice President Street Address: 2180 Lake Blvd., 7th Floor City: Atlanta State: GA Zip Code: 30319 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Pricing Schedule Addendum ("Addendum") for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

THE UNDERSIGNED PARTIES, AT&T Kentucky, ("Company") and Louisville Jefferson County Metro Government ("Customer"), hereby agree, as acknowledged by their appropriate signatures as set out below, to amend and change Pricing Schedule KY12-2769-05. This Addendum is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved Guidebooks which are by this reference incorporated herein.



Addendum to Pricing Schedule

Case Number KY18-1591-02

Offer Expiration: This offer shall expire on: 1/17/2019.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <i>Edward J. Meenan III</i>	By: <i>Laura Morales</i>
Printed or Typed Name: Edward J. Meenan III	Printed or Typed Name: Laura Morales
Title: Executive Director	Title: Contract Specialist CGI
Date: 11/19/18	Date: 21 Nov 2018 jx507m



Addendum to Pricing Schedule

Case Number KY18-1591-02
Option 1 of 1

Service description:

SERVICE: This Addendum adds additional rate elements to the existing E911 Public Safety Answering Point (PSAP) equipment and software.

TERM: This Addendum provides for a sixty (60) month service period from the acceptance of this Addendum by the Company.

Upon mutual agreement of the parties, Customer may renew this Agreement to provide for an upgrade of the E911 equipment/service. An Upgrade is defined as a replacement of existing equipment to available newer technology at the time of the request.

**Addendum to Pricing Schedule**Case Number KY18-1591-02
Option 1 of 1**RATES AND CHARGES**

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
1	Lease - E911 Equipment	\$.00	\$365.00	WXX3D
2	Lease - Software	\$.00	\$50.00	WXX3E
3	Lease - Hardware Maintenance	\$.00	\$76.00	WXX3F
4	Lease - Software Maintenance	\$.00	\$199.00	WXX3G
5	Lease - Installation	\$.00	\$155.00	WXX3K
6	Lease - Training	\$.00	\$10.00	WXX3L
7	Lease - Professional Services	\$.00	\$108.00	WXX5K



Addendum to Pricing Schedule

Case Number KY18-1591-02
Option 1 of 1

RATES AND CHARGES

NOTES:

The 'NOTES' Section of the 'RATES AND CHARGES' pages of the existing Special Service Arrangement is replaced in its entirety with the following:

1. The Customer must subscribe to additional elements set forth in this Agreement within the first twelve (12) months of acceptance of the Agreement. The addition of elements after the initial twelve (12) month period will require a new Special Service Arrangement.
2. Rates and charges herein are in addition to any applicable tariff rates and charges. Rules and regulations of the General Subscriber Services Tariff apply.
3. This Agreement does not cover the following:
 - damages caused by disasters such as fire, flood, wind, lightning, or earthquake.
 - damages caused by unauthorized disconnects or de-powering of the equipment.
 - damages caused by power surges, under voltage, over voltage, brownouts, or ground faults caused by commercial AC power and/or Customer provided generators.
 - damages caused by modifications to the equipment, unauthorized attachments, alterations, modification or relocation of the equipment by an unauthorized person.
 - damage during shipment other than original shipment to the Customer.
 - damage caused by consumables or spilled liquids, impact with other objects.
 - damage caused by any other abuse, misuse, mishandling, misapplication.
 - damage caused by software viruses, however introduced. This Agreement does not include hardware or software replacement that may be required by the introduction of software viruses or lost data regardless of the cause. Company or its supporting vendors may assist in the repair or recovery efforts at current time and materials rates.

Except as provided in Note 4 below, in addition, in the case of damage, loss, theft or destruction of the equipment or software not due to ordinary wear and tear, the Customer shall be required to pay the expense incurred by the Company in connection with the replacement of the equipment damaged, lost, stolen or destroyed or the expense incurred in restoring it to its original condition.

4. Hardware not provided by the Company will not be repaired, replaced or maintained by the Company even though interconnected or integral to the Service. All Customer-provided equipment must be clearly marked and listed on a separate worksheet. The Customer also agrees to obtain prior written approval from the Company before additional software is added to the Service and agrees to pay current time and material charges for problems attributable to non-approved software.
5. Customer acknowledges that software installation is limited to the applications sold under this or other AT&T agreements.
6. Customer acknowledges that it has reviewed the proposed configuration and represents storage sizing is adequate for the current site operations. Future operational changes or additional storage requirements may necessitate additional equipment which will be billable to the Customer.

**Addendum to Pricing Schedule**Case Number KY18-1591-02
Option 1 of 1**7. SPECIAL TERMS AND CONDITIONS FOR PSAP – LAN CONFIGURATIONS OR INSTALLATIONS**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

There are no other additions, deletions or changes to the above referenced Special Service Arrangement included in this Addendum. All other terms and conditions as previously agreed and acknowledged remain unchanged and in full force and in effect.

All trademarks or service marks contained herein are the property of the respective owners.

END OF ARRANGEMENT AGREEMENT OPTION 1

Customer: Louisville Jefferson County Metro Government

Prepared by: Kevin Weitlauf

Subject: E911 PSAP quote

Quote Detail

Description	QTY	USOC	Install	Monthly
Custom Entry (KY)				
<i>Description - E911 Addendum KY18-1591-02</i>				
<i>Payment Term - 60 months</i>				
Lease E911 Equipment	139	WXX3D	\$	\$ 365.00
Lease Software	139	WXX3E	\$ -	\$ 50.00
Lease Hardware Maintenance	139	WXX3F	\$ -	\$ 76.00
Lease Software Maintenance	139	WXX3G	\$	\$ 199.00
Lease Installation	139	WXX3K	\$ -	\$ 155.00
Lease - Training	139	WXX3L	\$ -	\$ 10.00
Lease Professional Services	139	WXX5X	\$	\$ 108.00
Total Monthly Cost				\$ 963.00

Circuit Location Information

E911 PSAP (KY) 139 stations

AT&T SouthEast's price quote identifies the various charges applicable for the provisioning of the proposed services; however there are additional charges that may be applicable but cannot be precisely quantified such as taxes, dual relay charges, hearing and speech impairment charges. In accordance with the tariffs or other applicable service agreement terms, the Customer will be billed and such charges incurred, and the Customer is responsible for the payment of such charges.

Prepared by: Kevin Weitlauf

Quote Number: BBS1811010001

This quote is based on KY18-1591 02, Federal, State and Local tax not included

The information provided in this quote is proprietary to AT&T SouthEast and is offered solely for the purpose of evaluation. It may not be used for any other purpose without prior written permission from AT&T SouthEast. The quote is subject to the availability of the services set forth above.

Extended Monthly

\$ 50,735.00
\$ 6,950.00
\$ 10,564.00
\$ 27,661.00
\$ 21,545.00
\$ 1,390.00
\$ 15,012.00

\$ 133,857.00

are miscellaneous mpaired charges, etc. In I will be held responsible

not be disclosed to third 3.
