



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.



Jump to: FORMS



Home

Personalize

Accessibility

App Help

About



Welcome, Lu Anne Cottrill

Procurement

Budgeting

Accounts Receivable

Accounts Payable

Solicitation Response(SR)

Dept: 0212

ID: ESR07271600000000355

Ver.: 1

Function: New

Phase: Final

Modified by batch , 07/27/2016

Header

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 226529

SO Doc Code: CRFQ

Procurement Type: Central Master Agreement

SO Dept: 0212

Vendor ID: 000000104765



SO Doc ID: SWC1600000012

Legal Name: AT&T CORP

Published Date: 7/8/16

Alias/DBA:

Close Date: 7/27/16

Total Bid: \$0.00

Close Time: 13:30

Response Date: 07/27/2016



Status: Closed

Response Time: 9:34

Solicitation Description: Addendum #1 SIP Trunking and Transport

Total of Header Attachments: 0

Total of All Attachments: 0

State of West Virginia Solicitation Response

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	SIP Trunking and Transport	0.00000	EA	\$16.100000	\$0.00

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description :	SIP Trunking and Transport
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AT&T Response to State of West Virginia's RFP for SIP Trunking and Transport Services





7229 Parkway DR
Hanover, MD 21076

Office: 703-220-774
jc8509@att.com
www.att.com

July 27, 2016

Department of Administration
Purchasing Division
Attn: Stephanie L Gale
2019 Washington St E
Charleston, WV 25305

The State of West Virginia (WV) has a successful history of effectively serving its constituents. To continue this success, you need consulting services to improve operational efficiencies. Therefore, you want a qualified provider that can meet your requirements without sacrificing service and performance.

AT&T understands your challenges and is prepared to implement a solution. We have an array of network, VoIP, and VPN services that can provide you with a single integrated solution.

Our proposed solution offers you

- Scalable architecture that anticipates geographic expansion
- Outstanding network reliability and performance
- Streamlined implementation and network management via a single vendor

In addition, our solution is flexible enough to meet your changing operational needs while satisfying your requirements.

We look forward to working with the State on this important initiative. I'll follow up with you soon to discuss our proposed solution.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey Craft".

Jeffrey Craft
Account Manager



Connecting Your World

AT&T Response to State of West Virginia's RFP for SIP Trunking and Transport Services

July 27, 2016

Jeffrey Craft
Account Manager
AT&T
7229 Parkway DR
Hanover, MD 21076
Office Phone: 703-220-774
Email: jc8509@att.com



Proposal Validity Period—The information and pricing contained in this proposal is valid for a period of thirty (30) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Providers of Service**—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. **Copyright Notice and Statement of Confidentiality**—© 2016 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



Table of Contents

Executive Summary..... 2

RFP Response 4

 INSTRUCTIONS TO VENDORS SUBMITTING BIDS..... 6

 GENERAL TERMS AND CONDITIONS: 12

 ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)..... 411

 ADDENDUM ACKNOWLEDGEMENT FORM..... 433

 SPECIFICATIONS 444

 PURCHASING AFFIDAVIT.....85





AT&T Response:

Notwithstanding anything contained in this RFP to the contrary, AT&T Corp. on behalf of itself and its service-providing affiliates ("AT&T") submits this RFP response (the "Response" or "Proposal Response") based on the terms detailed in this proposal and subject to mutual agreement between AT&T and **The State of West Virginia** (the "**State**" or "**Customer**"), along with the applicable Pricing Schedule(s), and any mutually agreed to associated transaction-specific documents to be entered into between the parties (collectively, the "Proposed Contract Documents").

Neither party is under any obligation to the other with respect to this RFP until the parties have agreed upon and executed mutually agreed to order documents (the "Contract").

The Terms and Conditions which are contained within the above-referenced RFP document, do not contain the product- and service related contractual terms necessary for AT&T to properly deliver the products and services described in the Response. In that light, please note that AT&T is submitting this proposal subject to the specific exceptions to the terms and conditions contained within or referenced to in this RFP document; and AT&T submits the Proposed Contract Documents as part of the Response. The pricing submitted in the Response assumes the use of the Proposed Contract Documents as part of any final, negotiated contract.

Any AT&T Responses further clarify its position. The terms and conditions of the Proposed Contract Documents are incorporated herein by reference as part of this Proposal and as though set forth in full herein. The products and services proposed hereunder shall be provided solely pursuant to the rates, charges, terms and conditions (including Service Level Agreements) contained in the Proposed Contract Documents and not pursuant to the terms and conditions contained within or referenced to in this RFP document.

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





Executive Summary

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

Currently, The State of West Virginia is facing new challenges to expand and improve its services. And you are looking for a vendor to provide voice and data services that can help improve your network performance and reliability within a reasonable budget. AT&T can help you strengthen and extend your communication infrastructure and provide the expertise to move your operations to the next generation of technology in a cost-effective manner.

Objectives

The State of West Virginia must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you redefine your value in the government sector by building a network platform to support these objectives:

- Reduce your operational risk
- Improve the performance of your communication services
- Increase the productivity and efficiency of your staff
- Consolidate vendors

AT&T has devised a solution and responded to your RFP with details about each of the services needed to support your operations. Our solution includes services that help enable you to upgrade your technology and gain additional efficiencies, which can help streamline your communications.

Solution

Our solution for West Virginia is a good value and a smart investment. This is because we designed it based on your needs now—and so that you can easily add other services when you're ready.

We built the solution around **IP Flexible Reach**, which is a managed Voice over IP (VoIP) solution that provides inbound and outbound calling on your data network, giving you





long distance and international calling for all your sites globally and also local calling for your U.S. sites.

IP Flexible Reach provides VoIP calling service to your data network.

The solution has these key features:

- **Converged IP Network**—gives you dynamically allocated bandwidth and high quality, reliable, business-class voice service that is backed by Service Level Agreements. You enjoy fast, dependable performance.
- **Voice over IP (VoIP)**—lets you connect all of your desktop equipment to your LAN, and you route your voice calls over our global IP network instead of the public switched telephone network (PSTN). You have lower costs for network wiring. And, by using our VoIP network, you can manage your communication costs more effectively.
- **Compatibility**—means VoIP interoperates with a wide range of PBX systems, including traditional digital TDM PBXs and IP PBXs, and integrates with AT&T Voice DNA[®] services. Because AT&T's VoIP service is compatible with your current telephone equipment, you can take advantage of IP Flexible Reach without investing in a costly replacement of your PBX systems.

Your solution also includes **AT&T IP Toll-Free**. AT&T IP Toll-Free is an inbound VoIP calling service that provides toll-free service on an IP network. This service lets your domestic customers use a toll-free number to reach your U.S. locations. AT&T IP Toll-Free is similar to a traditional toll-free service, but your voice and data traffic travels on the same IP service.

Advantages of AT&T

AT&T is a global communications provider with the infrastructure, global breadth, financial resources, and management record necessary to maintain stable, long-term relationships with global businesses. Our experience in global network services demonstrates our capability to provide the people, investment, and technology necessary to manage your complex infrastructure.

The State of West Virginia needs a supplier with the resources, infrastructure, and expertise to manage network services. AT&T has both rich experience and proven success in integrating and managing networks and network infrastructure for state governments.





RFP Response



Purchasing Division
2019 Washington Street East Post Office Box
50130
* Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 - Info Technology

Proc Folder: 226529

Doc Description: Addendum #1 SIP Trunking and Transport

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-21	2016-07-27 13:30:00	CRFQ 0212 SWC1600000012	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

AT&T Corp.
One AT&T Way, Bedminster, NJ 07921

FOR INFORMATION CONTACT THE BUYER

Stephanie L Gale
(304) 558-8801
stephanie.l.gale@wv.gov

Signature X	FEIN # 13-4924710	DATE 7/25/2016
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All offers subject to all terms and conditions contained in this solicitation



**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology to establish a state-wide, open-end contract for Session Initiation Protocol (SIP) Trunks with Transport.

INVOICE TO	SHIP TO
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER No City WV99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	SIP Trunking and Transport	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

SIP Trunking and Transport

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	technical Questions Due	2016-07-01





INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.
 - A pre-bid meeting will not be held prior to bid opening
 - A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:
 - A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at





the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: July 1, 2016

Submit Questions to: Stephanie Gale
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: stephanie.l.gale@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:





SEALED BID:
BUYER:
SOLICITATION NO.:
BID OPENING DATE:
BID OPENING TIME:
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus _____ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical
- ☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: July 13, 2016

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The





addendum acknowledgement should be submitted with the bid to expedite document processing.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § SA-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.





- 16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3- 37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.
- 19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1- 5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- 20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5, and § 148-1-6.4.b."
- 21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.





Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

AT&T Response:

AT&T respectfully requests that the State of West Virginia keep the contents of this bid as confidential as allowed by law.





GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West

Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

- 2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- 2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- 2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
- 2.5. "Purchasing Division; means the West Virginia Department of Administration, Purchasing Division.
- 2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
- 2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.





2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ Term Contract

Initial Contract Term: This Contract becomes effective on

July 1, 201a and extends for a period of One year(s). **Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to Three successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed Thirty-six months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.





☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

AT&T Response:

AT&T accepts to the specification of a term Effective Date of July 1, 2016, which is in the past. Upon negotiation of mutually agreeable terms, the Effective Date will be the date of the latest signature on the Agreement. Subject to the foregoing, AT&T understands and agrees.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

AT&T Response:

AT&T understands.

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.





AT&T Response:

AT&T understands.

- 6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

AT&T Response:

AT&T understands.

- 7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

- ☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.
- ☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.
- ☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award. In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.





☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____
_____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

AT&T Response:

AT&T understands.

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

AT&T Response:

AT&T understands.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was





filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division.

In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

AT&T Response:

AT&T understands.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of _____ for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

AT&T Response:

AT&T notes that no Liquidated Damages are proposed in this procurement. AT&T takes a general exception to the application of Liquidated Damages in conjunction with these services and we have provided AT&T's proposed Limitation of Liability language below.

AT&T VPN:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002jGbMQAU

IP Flexible Reach:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002ik99QAA

Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;





- (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR
 - (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

AT&T Response:

AT&T respectfully submits this bid pursuant to the terms and conditions as detailed in this response, including exceptions and proposed language in each section. AT&T looks forward to negotiating a mutually-agreeable contract with the State.





12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

AT&T Response:

AT&T understands and accepts.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

AT&T Response:

AT&T proposes use of the following Pricing and Billing terms:

PRICING AND BILLING

- X1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.
- X2 Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by





relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

- X3 **Billing.** Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.
- X4 **Payments.** Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.
- X5 **Delayed Billing; Disputed Charges.** Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.





- X6 **Credit Terms.** AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

AT&T Response:

AT&T submits its proposal subject to the payment and invoicing provisions provided in the Proposed Contract Documents.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

AT&T Response:

AT&T takes exception to the foregoing and proposes the following provisions relating to taxes:

Rates and charges are exclusive of applicable taxes. Customer and End Users must pay all taxes, which include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a State Entity, User, AT&T or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

AT&T acknowledges that in certain instances State End Users may be tax-exempt. AT&T will accord the proper tax-exempt status to each State Entity that properly establishes





such status. Notwithstanding this tax-exempt status, each State Entity must pay any Taxes not covered by its tax-exempt status.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

AT&T Response:

AT&T takes exception to the foregoing and proposes the following provisions relating to taxes:

Rates and charges are exclusive of applicable taxes. Customer and End Users must pay all taxes, which include any applicable sales, public utilities, gross receipts, or other taxes, surcharges, fees and assessments imposed by governments (regardless of whether they are imposed on a State Entity, User, AT&T or a Carrier) including, without limitation, assessments to defray costs for government programs such as universal connectivity, enhanced 911 service, local number portability, and number pooling relating to Service, Equipment, goods or services purchased, and/or the wireless network.

AT&T acknowledges that in certain instances State End Users may be tax-exempt. AT&T will accord the proper tax-exempt status to each State Entity that properly establishes such status. Notwithstanding this tax-exempt status, each State Entity must pay any Taxes not covered by its tax-exempt status.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

AT&T Response:

AT&T takes exception to the above but can conceptually agree to non-appropriations provision as detailed below:





Non-Appropriations of Funding. 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 (Suspension 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 as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Minimum Payment Period for such Service(s).

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e.

AT&T Response:

AT&T submits its proposal subject to the following termination rights and remedies:

SUSPENSION AND TERMINATION

X.1 Termination of Agreement. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

X.2 Termination or Suspension. The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges,





and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

X.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.





X.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section X.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section X.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.
- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section X.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections X.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

AT&T Response:

AT&T does not agree that all times are of the essence, and is willing to negotiate particular schedules with dates or times that would be essential.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.





AT&T Response:

AT&T understands and agrees.

21. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

AT&T Response:

AT&T understands and agrees.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

AT&T Response:

AT&T understands.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

AT&T Response:

AT&T understands.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.





AT&T Response:

AT&T understands.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes Internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

AT&T Response:

AT&T understands.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

AT&T Response:

AT&T takes exception to this Section 26 and provides the following Assignment Section as an alternative:

Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.





- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

AT&T Response:

AT&T Takes exception to this Section 27.

Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

AT&T Response:

AT&T understands.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.





AT&T Response:

AT&T understands.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

AT&T Response:

AT&T takes exception to the above Section 30 and proposes the following Confidential Information Section:

CONFIDENTIAL INFORMATION

- 5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.
- 5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).





- 5.3 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.
- 5.4 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ SA-3-1 et seq., 5-22-1 et seq., and SG-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.





AT&T Response:

AT&T understands.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

AT&T Response:

AT&T understands.

33. ANTI TRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

AT&T Response:

AT&T understands.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its





entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

AT&T Response:

AT&T understands.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

AT&T Response:

AT&T understands.





36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

AT&T Response:

AT&T takes exception to the above Section 36 and proposes AT&T's Third Party Claims clause below:

THIRD PARTY CLAIMS

- 7.1 **AT&T's Obligations.** AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.
- 7.2 **Customer's Obligations.** Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.





- 7.3 **Infringing Services.** Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- 7.4 **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.
- 7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

37. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § SA-3-IOa, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

AT&T Response:

AT&T understands.

38. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this





Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

AT&T Response:

AT&T understands.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

AT&T Response:

AT&T understands.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

- ☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
- ☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

AT&T Response:

AT&T notes that this Section 40 contains no requirement of reports as specified in the above options.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.





After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

AT&T Response:

AT&T performs criminal background checks on all AT&T employees and we consider the information obtained from those reports confidential. AT&T takes exception to the above clause and requires clarification of the level and regularity of presence within the Capital Complex that would require such criminal background checks. We will work with the State to reach mutually agreeable policies in compliance with State Law.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment,

or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:





- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

AT&T Response:

AT&T understands.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In

Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.





All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

AT&T Response:

AT&T requests inclusion of the following terms:

MISCELLANEOUS PROVISIONS

- 10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.
- 10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.
- 10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.
- 10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.
- 10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.
- 10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will





remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law.** This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6





(Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 Agreement Language. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.





ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

- 1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: -----

Contractor's License No. -----

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

AT&T Response:

Not Applicable.

- 2. DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 2.1. DRUG-FREE WORKPLACE POLICY:** Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article. The awarding public authority shall cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation





of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

AT&T Response:

AT&T understands.

3. DRUG FREE WORKPLACE REPORT: Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over \$25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of \$25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-ID-5 was provided;

AT&T Response:

AT&T understands.





ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

☒ Addendum No. 1

☐ Addendum No. 6

☐ Addendum No. 2

☐ Addendum No. 7

☐ Addendum No. 3

☐ Addendum No. 8

☐ Addendum No. 4

☐ Addendum No. 9

☐ Addendum No. 5

☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

AT&T Corp.
Company

Authorized Signature

7/25/2016
Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.





SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish a statewide open-end contract for Session Initiation Protocol (SIP) Trunks with Transport. These services are intended to replace the current SIP services available from the MPLS07 contract which is set to expire June 30, 2016. A current inventory of services is included as Exhibit A. It should be anticipated that new locations may be requested. The State of WV also seeks additional functionality from the replacement services for the purposes of business continuance and cost efficiencies.

When vendor-hosted or bundled applications or services are sought by State Agencies, the services from this contract may not be appropriate due to the custom nature of those vendor- provided services. In those cases the State will procure SIP trunks with transport as part of those bundled application or service.

AT&T Response:

AT&T has read and understands.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 "Contract Item" or "Contract Items" means the list of items identified in Section 3 below and on the Pricing Pages.
 - 2.2 "Pricing Pages" means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Pricing Sheet -Attachment A, and used to evaluate the Solicitation responses.
 - 2.3 "SIP Trunks with Access/Transport (SIP Trunks)" means a Voice over Internet Protocol (VoIP) and streaming media service based on the Session Initiation Protocol which service providers deliver voice services and unified communications to customers equipped with IP-based premises equipment. For the purposes of this solicitation, the telecommunications transport necessary to deliver the services to the State must also be included.
 - 2.4 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.





AT&T Response:

AT&T has read and understands.

3. GENERAL REQUIREMENTS

Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis.

Contract Items must meet or exceed the mandatory requirements as shown below.

3.1 VENDOR QUALIFICATIONS

- 3.1.1 Vendor must have a minimum of eight (8) years of experience providing the proposed services to customers with networks of equivalent size and complexity as this bid.
- 3.1.2 Vendor must not have had a contract terminated for default during the past five (5) years. Termination for default is defined as notice to stop performance due to the Vendor's non-performance or poor performance.

AT&T Response:

AT&T Corp. is a large communications corporation with over 100 years in operation with a national and international presence. As such, it has contractual relationships throughout the world with numerous customers. Although AT&T is committed to honoring its obligation to all of its customers, and makes every effort to comply, parties may differ. As such, it is likely that a customer has terminated a contract for default; however, given the sheer size of the corporation and the number of jurisdictions where AT&T operates, it would be impossible to provide any more specific information at this time.

- 3.1.3 Vendor account team will be expected to participate in weekly status meetings to discuss order status, issues, and any other information regarding pending orders, expected orders, and the ordering process. The Vendor account team will also be expected to meet with the WVOT Billing team on as "as needed" basis to report on or reconcile contract, service, or billing issues.





AT&T Response:

Your dedicated service manager assesses your satisfaction with AT&T services by holding monthly or quarterly service review meetings with you.

In these service review meetings (or Stewardship Reviews), we discuss service performance and any strategic plans you have for your business. These discussions enable us to work with you to achieve your goals and help ensure your satisfaction.

This means that you have a regular forum available to review your service and to address concerns.

- 3.1.4 The partnership between the State and the awarded Vendor is linked through the dedicated account team. In order to minimize misunderstandings and maximize effective communications of the State's goals and objectives, all contact with governmental and educational entities regarding the services under this contract must be done through the dedicated account team. Under no circumstances should an authorized reseller contact a governmental or educational entity as a representative under this agreement without prior consent from the dedicated account team and the State.

AT&T Response:

We provide full account stewardship with Strategic Account Management (SAM).

Your AT&T Service Manager holds monthly stewardship meetings with you to report on performance with provisioning, billing, service, and maintenance of your AT&T services. Your AT&T account team meets with you on site to understand your business needs, to recommend solutions, and to help ensure your overall experience with AT&T is meeting your expectations.

We hold annual meetings with you to create and review your account plan. In these meetings, your account team will review its plans to support you in the coming year. We design this plan to support your business objectives and determine where to focus sales and support efforts in the next year.

At least annually, we request briefings to refresh our understanding of your long-term plans and to present new technologies and services that may affect your business or industry. We schedule an annual Customer Satisfaction Survey meeting with you and your AT&T sales and service teams. We then review your feedback from the annual





survey process to determine and develop action plans that address any service or support gaps.

With Strategic Account Management, we work with you to create, monitor, and adjust a specialized account plan.

3.1.5 Vendor's Account Team shall consist of the following team members:

- Account Manager -Responsible for overall account management including account team coordination, acting as primary point of contact, and serves as the corporate liaison for State, Education and Library issues.
- Network Engineer (as many as required to adequately support customer base) -Provide technical support for the network and assist with design and planning for special projects and/or changes in the network.
- Service Manager -Serves as the primary escalation point for service and maintenance issues, communicates with the State regarding routine network maintenance that may affect the network, provides documentation for service and maintenance functions as well as critical or chronic problems in the network, and manages and reports on contract Service Level Agreements.
- Project Manager - Serves as the project team lead to migrate to and from this contract from previous contract and successor contract, as applicable.

AT&T Response:

AT&T provides you with support under our Strategic Account Management (SAM) model.

We tailor support to meet your specific needs, and we provide local, regional, and global support, as needed. Account team members typically include a Global Account Director, a Regional Account Director, a Technical Solution Consultant, and a National Account Manager.

The AT&T account team adheres to a formal methodology to guide its interaction with you. This model dictates a collaborative approach to direct customer interaction and sales support in each major market in which you operate. We structure your AT&T account team to mirror your organizational makeup. We locate the account team lead near your corporate headquarters, and support him or her with local and regional account teams and with our support organizations around the world.





AT&T uses its global governance model to successfully support many large multi-national corporations.

- 3.1.6 Vendor must comply with the requirements of the Universal Service Fund (USF) program.
- E-rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USP funding commitments.

AT&T Response:

In the event AT&T is awarded the bid, AT&T proposes the following language be included in the definitive agreement to be entered between the parties:

By executing the 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 request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. 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 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, and an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide AT&T thirty (30) days' prior written notice of its intent to terminate the Services. 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, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

- All services and products requested within this solicitation will be made available to schools, RESAs, consortia, and libraries statewide and therefore must meet all E-rate guidelines for eligible services and products, service providers, and contracts.





AT&T Response:

AT&T's identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-rate") funding is not dispositive. Any conclusions regarding the eligibility of services for E-rate funding are based on several factors, many of which are not within AT&T's reasonable control. AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.sl.universalservice.org. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD, and AT&T does not represent or guarantee the eligibility of any service or product.

- The Vendor must prove eligibility for E-rate by providing its Service Provider Identification Number (SPIN) in the appropriate field in the Pricing Section (Pricing Sheet - Attachment A).

AT&T Response:

The AT&T family of companies has been participating in the E-rate program for schools and libraries since the program's inception, and can provide a complete range of E-rate-eligible services to assure your schools and libraries are connected; from local and long distance phone service to network design and integration, webhosting, Internet access and eligible infrastructure components.

We're proud to bring our telecommunications expertise and knowledge of the E-rate program to your school or library, helping to ensure that all eligible K-12 schools and libraries have affordable access to advanced telecommunications services.

AT&T Corp. SPIN number is 143001192.

The Vendor must commit to meet all required participation guidelines.

3.2 SIP TRUNKS AND TRANSPORT (SIP Trunks)

- 3.2.1 Vendor must provide two-way Public Switched Telephone Network(PSTN) access via SIP Trunks over secure private connections engineered for voice quality of service.





AT&T Response:

AT&T IP Flexible Reach supports voice traffic, originated from the customer own CPE based telephony platform (e.g. key system or PBX) or the PSTN that is converted to data packets. Customers choose the calling capacity they require in units of **Concurrent Calls**, which are similar to simultaneous calls and can be engineered using standard voice traffic tools or by using the customer's existing voice channel capacity. AT&T IP Flexible Reach Service supports traditional key systems, TDM PBXs, and AT&T certified IP PBXs, IP PBX clusters and SBCs (Session Border Controllers).

Outbound voice and fax calling is supported between:

- US VoIP-enabled locations (On-net)
- PSTN connected locations (Off-net)

Inbound service from the PSTN is supported.

3.2.2 Vendor must provide private network handoffs via dedicated T1 or Ethernet circuits.

AT&T Response:

AT&T will provide T1 or Ethernet circuits according to the desired speed and associated price.

3.2.3 Vendor's connection to the PSTN must meet the industry standard of 150 ms latency or less.

AT&T Response:

With IP Flexible Reach, AT&T provides quality of service (QoS) for Real-Time Transport Protocol (RTP) traffic via queuing.

We map Session Initiation Protocol (SIP) Voice over IP (VoIP) RTP traffic to a low-latency queue (LLQ). This arrangement equates to the Class of Service level 1 (CoS1) option for our IP services. Traffic in the LLQ receives priority routing, which helps ensure that VoIP RTP and call control and signaling traffic is free from delay.

For AT&T IP Flexible Reach, we measure three industry-standard metrics as our network performance objectives.

They are





- **37 ms latency**—refers to the round-trip transmission time for a data packet to travel between two Internet endpoints
- **99.5% data delivery**—represents the data delivered to the receiving end (egress) as a percentage of the data transmitted (ingress)
- **1.0 ms jitter**—refers to the amount of propagation delay for any given data packet transmitted through the network

Tracking these measurements enables us to quickly rectify network issues.

- 3.2.4 Vendor's SIP Trunk services must be compatible with the State's IP-based voice systems - Cisco Unified Communications Manager (CUCM) 7.x and 10.x and with Skype for Business.

AT&T Response:

AT&T has tested and certified CUCM 7.x and 10.x for use with IP Flexible Reach, among many other vendor's equipment. AT&T also provides a self-certification process to help guide customer's through testing uncertified PBXs.

- 3.2.5 Vendor's SIP Trunks must provide comprehensive site coverage to meet the State's local and long distance IP-based calling requirements:

- 3.2.5.1 Must provide local telephone numbers in West Virginia

AT&T Response:

AT&T will provide local phone numbers to West Virginia when requested and where available. Part of the AT&T process for all orders is to identify if new phone numbers are needed. At that time AT&T will identify what is available at that specific location and provide the State the various options.

- 3.2.5.2 Must support inbound Automatic Number Identification (ANI)

AT&T Response:

VoIP supports ANI for U.S. calling for analog, TDM and IP interfaces. For PBX configurations, the customer must provision the PBX to send the "Calling ANI" in the Calling Party Number Information Element of the call setup message. The calling ANI as sent by the PBX is sent to the called destination. Calling plans B and C require a calling ANI to allow 8YY and specialty call completion.





3.2.5.3 Must support outbound custom telephone number and outbound custom name display

AT&T Response:

Calling Name service retrieves stored names associated with a telephone number.

There are 3 display options for provisioning:

- Option 1 – Allow Default CNAM,
- Option 2 – Restrict CNAM
- Option 3 – Allow customer specified CNAM

Allow Default CNAM – The customer gets the first 15 characters of their business name as their CNAM. For example, if the customer's name was listed as "Mom and Pop Shop 145", their CNAM would be "Mom and Pop Shop".

Restrict CNAM – The customer's CNAM is not displayed.

Allow Customer Specified CNAM – The customer can choose what they want their CNAM to be (within reason, of course). For example, using the customer name above, the customer might want their CNAM as "Mom and Pop 145".

3.2.5.4 Must provide load balancing capability between inbound and outbound traffic

AT&T Response:

IP Flexible Reach Enhanced Features provides inbound trunk group routing features to automatically route traffic as required to meet your needs.

1. **Linear** Ability to route calls to specific, ordered list of Group Trunk Groups in a multiple site arrangement. If the selected Group Trunk Group is not reachable or max CC is reached, the next GTG in the TCR arrangement is selected (serial search).
2. **Most Idle** Ability to route calls to the least utilized Group Trunk Group in the multiple site arrangement. Same re-route conditions apply as defined for Linear for unreachable GTGs.





3. **Round Robin** Ability to route calls in an equally distributed pattern across the Group Trunk Groups in the multiple site arrangement. Same re-route conditions apply as defined for Linear algorithm for unreachable GTGs.
4. **Percent Allocation** Ability to route a specific % of calls to specific Group Trunk Groups (GTG) in the multiple site arrangement. The aggregate percentage of the trunk arrangement must be 100%. If the selected GTG is not available or max CC is reached, the next GTG selected is based on the % allocation of the remaining available Group Trunk Groups.

Outbound load balancing is determined by the customer's PBX or SBC.

3.2.5.5 Must support Dialed Number Information Service (DNIS) on 800 # toll free telephone services

AT&T Response:

AT&T agrees and understands.

3.2.5.6 Must support Vector Directory Number (VON) service

AT&T Response:

AT&T can provide call re-direct in the event that a number is busy. Please refer to section 3.2.5.4 for AT&T's different options for our SIP service.

3.2.5.7 Must include Direct Inward Dial (DID) feature and service

AT&T Response:

Local inbound and outbound calling using AT&T's Business VoIP Local Footprint with full local service feature/functionality including: new telephone number assignments, local number portability, Direct Inward Dialing (DID) and Direct Outward Dialing (DOD), E911, Directory Listing, Directory Assistance, originating 8YY, Operator Assistance, Blocking options and more.

3.2.5.8 Must support rerouting of calls to an alternate site at the State's directive.





AT&T Response:

Inbound Alternate Routing (IAR) is a VoIP failover feature that enables customers to increase the resiliency of their IP Flexible Reach applications.

This feature enables customers to specify a secondary IP Flexible Reach site where inbound calls to their primary IP Flexible Reach site should be re-directed to under certain conditions where calls to the primary site cannot complete to the customer telephone system.

This feature can provide the following:

- **Premises Redundancy** – rerouting calls from one premises PBX to a secondary premises PBX within the same building/complex
- **Site Redundancy** – rerouting calls from one physical location to a different physical location.
- **Call Over-Flow capabilities** – If the PBX is found to be busy, IAR will redirect calls to the secondary site until busy condition no longer exists.

Customer must have:

- IP or TDM PBX (Key System capability delivered at later date)
- SIP Signaling (no H.323)
- Same dial plan for both primary and secondary sites
- IP Flexible Reach on secondary site
- Primary and Secondary sites MUST have identical billing triplets (MCN, GRC, SOC)
- Secondary Site's PBX must be programmed to accept and handle the TNs from the Primary site

Important Note: It is the customer's responsibility to ensure that the secondary site receiving the re-directed calls is completely operational and able to receive calls. The Inbound Alternate Routing Feature will NOT re-direct calls to a tertiary site if the secondary site fails due to customer equipment issues.

An alternate reroute capability for the IP Flexible Reach service is Trunk Call Routing. IP Flexible Reach Enhanced Features provides inbound trunk group routing features to automatically route traffic as required to meet your needs. The Customer Portal is a web-based tool that enables customers to manage their Enhanced Features Package from an Internet connection. The Customer Portal is automatically added when the Enhanced Features Package is added to the base AT&T IP Flexible Reach service. The





Customer Portal will be unavailable during maintenance. AT&T will provide 30-days prior notice of a maintenance event on the Customer Portal.

Trunk Call Routing has the following options available:

1. **Linear** Ability to route calls to specific, ordered list of Group Trunk Groups in a multiple site arrangement. If the selected Group Trunk Group is not reachable or max CC is reached, the next GTG in the TCR arrangement is selected (serial search).
2. **Most Idle** Ability to route calls to the least utilized Group Trunk Group in the multiple site arrangement. Same re-route conditions apply as defined for Linear for unreachable GTGs.
3. **Round Robin** Ability to route calls in an equally distributed pattern across the Group Trunk Groups in the multiple site arrangement. Same re-route conditions apply as defined for Linear algorithm for unreachable GTGs.
4. **Percent Allocation** Ability to route a specific % of calls to specific Group Trunk Groups (GTG) in the multiple site arrangement. The aggregate percentage of the trunk arrangement must be 100%. If the selected GTG is not available or max CC is reached, the next GTG selected is based on the % allocation of the remaining available Group Trunk Groups.

The Customer Portal is a web-based tool that enables customers to manage their Enhanced Features Package from an Internet connection. The Customer Portal is automatically added when the Enhanced Features Package is added to the base AT&T IP Flexible Reach service. The Customer Portal will be unavailable during maintenance. AT&T will provide 30-days prior notice of a maintenance event on the Customer Portal.

Any number (TN) associated with the IP Flexible Reach service can be forwarded near real-time at any time via the Enhanced Features web portal. This can be done by individual TN or in large quantities via a bulk upload process.

3.2.5.9 Must provide domestic outbound/inbound local, long distance and toll free IP-based services

AT&T Response:

AT&T IP Flexible Reach is an integrated access, converged solution designed to deliver outbound, inbound, local and long distance calling over AT&T's Internet Protocol (IP) and Virtual Private Network (VPN) services. AT&T IP Flexible Reach can also be referred





to as a Session Initiation Protocol (SIP) Trunking solution. It is deployed in situations where customers own their own premises telephony (analog phones, key system, TDM PBX, or IP PBX) equipment. IP Flexible Reach provides trunk services over integrated access. IP Flexible Reach with Managed Internet Service (MIS) or Private Network Transport (PNT) is only available with AT&T Managed router. IP Flexible Reach on AT&T VPN (AVPN) Transport is only available with, with client managed router.

AT&T's IP Flexible Reach solution provides **Local, US Long Distance, International voice and fax calling**, delivered via AT&T's advanced VoIP infrastructure. This service offers three calling plans as described in the Service Types section: LD Only (Plan A), Local and LD (Plan B) and Local and LD with bundled LD minutes (Plan C).

3.2.5.10 Must support Caller ID

AT&T Response:

IP Flexible Service supports Caller ID. With Enhanced Features, IP Flexible Reach supports configurable Calling Line ID. This feature allows customer to display a different Calling Line ID than the called-from Telephone Number for outbound calls. The Configurable Calling Line ID must be a 10-digit or 8YY Telephone Number, must be associated with Customer, and must enable the called party to determine the identity of Customer. Configurable Calling Line ID does not apply to calls to specialty numbers (e.g. N11, Operator, Directory Assistance, and NPA-555-1212).

3.2.5.11 Must support 900/976 blocking

AT&T Response:

AT&T will provide the option to block 900 and 976.

3.2.5.12 Must support x11 services (currently 211, 411, 511, 611, 811,911)

AT&T Response:

Customers can dial special code dialed numbers (8YY+, N11, 911, 411, NPA-555-1212, 0, 0+, 00, 01).

3.2.5.13 Must support Private Switch/Automatic Location Identification (PS/ALI) services for 911 calls





AT&T Response:

AT&T understands and complies.

3.2.5.14 Must support Operator services

AT&T Response:

IP Flexible Reach customers can access operator services by dialing “0” or by dialing “00” and selecting the appropriate prompt. All Operator Services calls are handled via the local network switch that is local to the customer site.

3.2.5.15 Must support G.711 and G.729 protocols

AT&T Response:

AT&T IP Flexible Reach can support G.711 and G.729 CODECs, but recommends G.729 CODEC to reduce bandwidth requirements.

3.2.5.16 Must support T.38 FAX protocol

AT&T Response:

AT&T IP Flexible Reach supports T.38 protocol for fax transmission.

3.2.5.17 Must support local number portability

AT&T Response:

AT&T's IP Flexible Reach supports local number portability (LNP) in the U.S. according to Federal Communications Commission (FCC) requirements.

Along with all local exchange carriers (LECs), we offer LNP so that you can change your local telephone service provider yet keep the same phone number. We can transfer, or port, a wireline number within your rate center (which is usually defined by your local calling area). However, we're unable to port a number from one geographic location to another (e.g., Miami to Ft. Lauderdale or Florida to California) or port a wireless number to a wireline facility.

Therefore, when you move locally, you can often keep your phone number.





3.2.5.18 Must support the ability to scale the number of simultaneous concurrent calls on a monthly or seasonal basis

AT&T Response:

Depending on your access type and available bandwidth, AT&T IP Flexible Reach can support up to 32,000 concurrent calls.

You specify the calling capacity—that is, the maximum number of concurrent calls—you require. Then, we engineer your solution to meet this capacity via standard voice traffic tools or by using your existing voice channel capacity.

When you use IP Flexible Reach, you get the concurrent call capacity you need.

3.2.5.19 Must support strict toll-fraud protection services to keep intruders from gaining access to the network

AT&T Response:

AT&T NetPROTECT[®] is a service that helps you reduce the risk of being affected by remote toll fraud (fraud perpetrated from outside your business premises) when you use AT&T services.

Remote toll fraud—particularly international fraud—is very common. To help protect you from it, we devote substantial resources to detecting suspicious calling patterns, alerting businesses, and identifying and pursuing violators.

NetPROTECT provides you with support from experienced professionals and gives you the industry's most comprehensive protection. We monitor both outbound international and domestic toll-free calls around the clock, and we'll notify you of suspicious calling patterns. The service can also provide you with liability coverage for charges associated with remote international toll fraud and for unauthorized domestic (U.S.) toll-free calls to your location.

You can choose from three plans, which offer increasing levels of liability coverage:

- **Basic**—a free, default plan that applies to covered calls from your site(s). A one-time maximum liability of \$25,000 applies to combined charges at all affected sites.





- **Plus**—a value-added plan that applies to covered calls from sites that we certify. A maximum initial liability of \$2,000 applies once across all affected sites. After each incident, maximum liability is increased by \$2,000.
- **Premium**—a value-added plan that applies to covered calls from sites that we certify. This plan frees you from liability for two hours after we notify you.

To help you learn and stay informed about remote toll fraud defense, our security experts will provide you with toll fraud education. They can answer questions, help you report suspected toll fraud associated with AT&T services, and initiate investigations.

When you use this service, you can reduce your risk of being affected by remote toll fraud.

3.2.5.20 Must include unlimited nationwide calling at no charge

AT&T Response:

AT&T's proposal includes unlimited local and unlimited On and Off Net calling.

3.2.6 Vendor must provide the following interoperability:

3.2.6.1 Must support IPv4 addressing (RFC791)

AT&T Response:

AT&T supports IPv4 addressing.

3.2.6.2 Must follow RFC 1918 for private IP addressing

AT&T Response:

AT&T has read, understands and will comply.

3.2.6.3 Carrier grade NAT (RFC 6598) will not be accepted

AT&T Response:

AT&T has read and understands.





3.2.6.4 Link-local IP Addresses (RFC 3927) will not be accepted

AT&T Response:

AT&T has read and understands.

3.2.6.5. Multicast addresses (RFC 3171) will not be accepted

AT&T Response:

AT&T has read and understands.

3.2.6.6 Must support SIP over TCP or UDP

AT&T Response:

AT&T's IP Flexible service supports SIP over UDP.

3.2.7 Vendor must provide the following Quality and Reliability:

3.2.7.1 Must support QoS tagging using IEEE802.IQ-2011

AT&T Response:

AT&T's transport service is a Layer 3 MPLS offer that uses DSCP values for QoS marking. Per the RFP Q&A addendum, this requirement is considered not applicable with a Layer 3 solution such as the one being offered.

3.2.7.2 Must not rewrite, mark, or re-mark any VLAN tags affixed to packets by the State, without the State's expressed consent

AT&T's transport service is a Layer 3 MPLS offer. Per the RFP Q&A addendum, this requirement is considered not applicable with a Layer 3 solution such as the one being offered. 3.2.7.3 Must ensure Vendor does not impede the ability of the State to utilize 802.IQ-2011 tagging (Q-in-Q)

AT&T Response:

AT&T's transport service is a Layer 3 MPLS offer. Per the RFP Q&A addendum, this requirement is considered not applicable with a Layer 3 solution such as the one being offered.





3.2.7.4 Must provide a minimum of one Class of Service (COS) marking per Ethernet service

AT&T Response:

With IP Flexible Reach, AT&T provides quality of service (QoS) for Real-Time Transport Protocol (RTP) traffic via queuing.

We map Session Initiation Protocol (SIP) Voice over IP (VoIP) RTP traffic to a low-latency queue (LLQ). This arrangement equates to the Class of Service level 1 (CoS1) option for our IP services. Traffic in the LLQ receives priority routing, which helps ensure that VoIP RTP and call control and signaling traffic is free from delay.

3.2.7.5 Must support the capability to automatically failover or balance traffic between two different State locations

AT&T Response:

For IP Flexible Reach, AT&T uses industry-standard failover methods with its Session Initiation Protocol (SIP) network.

First, to provide network resiliency, path diversity, and automatic failover, we use ring access, which provides millisecond restoration on the last mile.

Also, to enable you to provision half of your phone numbers on one router and half on another, we use dual access (two routers at the same location). As a result, if one router fails, its traffic automatically routes to the alternate one.

If an outage occurs, we use Inbound Alternate Routing (IAR) to automatically route calls to an alternate site. And, if the network fails within the VoIP core, we use custom translations to route calls to an alternate number or site. You must order each failover option individually.

These options are

- **Inbound Alternate Routing (IAR)**—requires that the failover site be an IP Flex Reach site
- **Call forwarding**—does not require a router and fails over to a telephone number that you choose
- **Trunk Call Routing**—requires a second site to fail over to





- **BGP-R**—requires as second site to fail over to

Furthermore, IP Flexible Reach Enhanced Features provides inbound trunk group routing features to automatically route traffic as required to meet your needs.

1. **Linear** Ability to route calls to specific, ordered list of Group Trunk Groups in a multiple site arrangement. If the selected Group Trunk Group is not reachable or max CC is reached, the next GTG in the TCR arrangement is selected (serial search).
2. **Most Idle** Ability to route calls to the least utilized Group Trunk Group in the multiple site arrangement. Same re-route conditions apply as defined for Linear for unreachable GTGs.
3. **Round Robin** Ability to route calls in an equally distributed pattern across the Group Trunk Groups in the multiple site arrangement. Same re-route conditions apply as defined for Linear algorithm for unreachable GTGs.
4. **Percent Allocation** Ability to route a specific % of calls to specific Group Trunk Groups (GTG) in the multiple site arrangement. The aggregate percentage of the trunk arrangement must be 100%. If the selected GTG is not available or max CC is reached, the next GTG selected is based on the % allocation of the remaining available Group Trunk Groups.

3.2.7.6 Vendor's network must provide a minimum of two (2) geographically diverse points from their network to support PS1N redundancy, both inbound and outbound. This requirement will permit the State to route inbound and outbound traffic through redundantly provisioned backup Vendor-provided Session Border Controller (SBC) High Availability (HA) Pairs serving the State's enterprise in the event of an outage on the primary Vendor-provided SBC HA Pair, or an outage affecting the State's facilities or equipment that necessitates secondary routing.

AT&T Response:

AT&T provides network redundancy for IP Flexible Reach by using two network Border Elements (BEs).

These geographically diverse BEs function in parallel to route data between our Session Initiation Protocol (SIP) trunks. If one BE fails, the remaining BE handles the entire load.





To make our BEs highly available and enable them to provide local redundancy, we configure them with dual chassis and dual processors. For further redundancy, we typically install a pair of BEs in each of your geographic regions.

As a result, you experience fewer dropped calls in the event of a network failure.

3.3 ORDERING REQUIREMENTS

- 3.3.1 Vendor must work with the WVOT using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services.

AT&T Response:

AT&T will work with WVOT to establish TCR procedures during an initial kickoff call upon award of the SIP service.

- 3.3.2 Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7) Additional order detail. An example of the State's current TCR is included as Exhibit B, it may be modified slightly for SIP services.

AT&T Response:

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

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

3.4 BILLING REQUIREMENTS

AT&T Response:

AT&T proposes use of the Pricing and Billing terms proposed by AT&T under Paragraph 13 of the General Terms and Conditions of this RFP:





- 3.4.1 Prior to award, the Vendor must identify a single point of contact for billing issues, disputes, or general questions and have an established process for resolving billing errors.
- 3.4.2 If incorrect rates or quantities are discovered, these errors must be corrected prior to the next billing cycle, and must be credited back to the effective billing start date for that service. The customer shall reserve the right to withhold payment until corrections have been made and credit is received.

AT&T Response:

AT&T's invoice error resolution process automatically identifies, evaluates, files, tracks, and reconciles any carrier charge that exceeds defined limits.

Our invoice processing team will work with you to resolve these issues to your best advantage. An integrated dispute workflow component via AT&T BusinessDirect® allows for full lifecycle tracking and management of the dispute process including disposition, amount recovered, important dates, and more.

It also tracks disputed charges; alerts are generated when future invoices contain disputed charges. Invoices with disputed charges can be paid in full with disputes, or short paid. Reporting and trend analysis highlights dispute-related data by category (vendor, invoice type, account, service, etc.)

Other options for handling charges that you dispute include:

- **Dispute and Do Not Pay Marked Charges** - This option is used to withhold payment until resolution on a future invoice. The system will reduce the authorized amount accordingly and create an unpaid charge entry for the invoice source.
- **Dispute Marked Charges** - This option is used to pay the charge, but flag it as disputed for future resolution. The system will create a disputed charge alert for the invoice source.
- **Approve Marked Charges** - This option is used to pay the charge, clearing any disputes. The corresponding charge breakdown records will be flagged as approved.

Our solution includes flexible, online reporting that provides near-real-time status of invoices and disputes.





And, because we have an invoice error resolution process you can be assured your disputes will be handled thoroughly.

3.4.3 Vendor cannot back-bill for a service beyond three (3) months.

AT&T Response:

AT&T Understands.

3.4.4 Vendor's bill must include, at minimum, the following data elements; billing month, billed entity name, customer name/account (if different from billed entity), service location, circuit identification, service period, itemized cost for individual billing components, itemized call detail, itemized cost for any one time or non-recurring charges, itemized cost for any surcharges and total cost.

The cost identified in the bill must match contract rates for the specified services. A uniform description of the circuit being billed that matches the description of circuits provided on the contract must also be included. The Vendor must provide a copy of its typical bill as part of this response.

AT&T Response:

AT&T will provide the State an example of the billing invoice upon award of the contract.

3.4.5 The Vendor's bill must show E-rate discounts, per Funding Request Number (FRN), on the bill for E-rate eligible entities.

AT&T Response:

AT&T's invoicing process has been automated and designed to follow the FCC guidelines. The State of West Virginia may monitor and verify the amount submitted by and paid to AT&T via the Quarterly Service Provider Invoice Report. Upon review, if the State of West Virginia has questions or concerns regarding the billing, the State of West Virginia may contact AT&T at www.att.com/erate to seek adjustments.

3.4.6 The Vendor must provide the billing information, at a minimum, provided in Exhibit C. WVOT recommends that you use this format/layout when submitting monthly billing.





AT&T Response:

AT&T will provide the State an example of the billing invoice upon award of the contract.

3.4.7 The monthly bill provided to the State shall be an electronic version for the purposes of rebilling by the State. The following are the minimum requirements for this data.

- 3.4.7.1 The customer must be able to extract the data to specific file format (MS Excel and/or csv).
- 3.4.7.2 The Vendor's electronic bill must be received by the State within ten (10) business days of the end of the previous billing cycle. It should be understood that timely receipt of the Vendor's bill is directly correlated to timely payment of the Vendor's bill.
- 3.4.7.3 The Vendor must state any system requirements to operate the Vendor's billing software, if applicable.

AT&T Response:

AT&T BusinessDirect[®] eBill is an electronic billing tool that you access through the BusinessDirect portal.

The tool provides you with a secure website where you can manage all your billing-related tasks. It combines multiple billing functions and gives you an integrated view of your billing information for both voice and data services.

BusinessDirect eBill is available free with the AT&T Business Network (ABN) pricing package, the OneNet bundle, Virtual Telecommunications Network Services (VTNS), AT&T Mobile Solutions, and some standalone data services (ATM, frame relay, and private line services). If you have business locations outside the U.S., you must have at least one service location in the U.S. in order to use the tool.

The tool enables you to

- **View your bill**—you can view complete invoice details for the current billing period and for the previous 12 months.
- **Pay your bills online**—you designate a checking or savings account for us to debit, and then you visit the website each month to authorize payments. You have the option to pay for some or all services and to pay a part or all of the balance due.





- **Create standard or custom reports and analyze billing data**—you can structure information to mirror the way you do business. For example, you can separate or flag each operating unit. You can even restrict access to portions of your reports.
- **Get customer service**—Make inquiries and request billing adjustments online.

These functions can help you improve the accuracy of your transactions and thereby minimize billing discrepancies. And, while the tool centralizes billing functions, you may use all or only some of them. For example, you can request billing adjustments online without paying your bills online.

When you have the BusinessDirect eBill tool, you can conveniently manage your billing tasks online.

- 3.4.8 The Vendor's billing cycle must be on a monthly billing cycle and must be consistent across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is turned up or down relative to that monthly billing cycle.

AT&T Response:

AT&T understands.

- 3.4.9 Services cannot be billed until they have been accepted as functional by the State.

AT&T Response:

Once services are installed to the State, AT&T will provide a 2-3 week interval for the State to test these services. Once that interval completes, AT&T will begin to bill the service to the State. If there is a situation that arises, and the 2-3 week interval is unattainable, it will be handled as a One Off discussion with the State.

- 3.4.10 Services must be disconnected by the Due Date on TCRs submitted for disconnection. No billing can occur after this date.

AT&T Response:

AT&T will require a 30 day interval to disconnect service. Anything after the 30 days the State will not be held liable. The 30 day interval will commence once AT&T acknowledges the TCR within 2 business days, and no further clarification is needed.





- 3.4.11 If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.

AT&T Response:

AT&T accepts.

- 3.4.12 If requested by an applicant, service providers must use the Service Provider Invoice (SPI) method for invoicing the applicant. It is understood that should a provider extend this service to an applicant, that the applicant will be responsible for the discounted portion of those invoices should E Rate funding be denied; however, applicants will not be responsible for any discounted portion that is the direct result of negligence or error in the SPI invoicing process on the part of the service provider.

AT&T Response:

With respect to purchases made via this proposal being contingent on E-rate funding, AT&T responds as follows: The E-rate rules require that, at the time Applicants apply for E-rate funding, they must have a binding contract in place, unless the services are month-to-month or tariff. <http://www.usac.org/sl/applicants/step04/contract-guidance.aspx>. Accordingly, AT&T proposes the following language be included in the definitive agreement for non-appropriations and E-rate funding termination right. While AT&T does not agree to make this contract “contingent”, AT&T would agree to the inclusion of a right to terminate the agreement if E-rate funding is denied. Such non-appropriation and termination right would be subject to the following:

SERVICES WILL NOT COMMENCE UNTIL AT&T RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES IS DENIED, AGREEMENT WILL TERMINATE AS TO THOSE SERVICES UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

- A. **Scope:** Customer agrees to use best efforts to obtain funding from the USAC/SLD. AT&T will not begin work related to the Services and/or equipment (including, without limitation, construction, installation or activation activities) until after AT&T receives Customer’s notification to proceed with the order, and verification of funding approval, and, for Internal Connections (IC), a verification of Form 486 approval by the USAC/SLD. AT&T will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.





- B. **Funding Denial Agreement Termination:** If a funding request is denied by the USAC/SLD, the Agreement, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

3.4.13 Inbound and Outbound call channels must be unlimited and billed monthly based on call volume occurrence.

AT&T Response:

Call channels are limited by the underlying capacity of the transport circuit capacity/bandwidth and terminating equipment resources. AT&T can work with the State to engineer these resources to maximum capacities that are expected to help contain costs yet allow the State to not be limited when additional Call Channels are needed.

Call channels are limited by the underlying capacity/bandwidth of the transport circuit and terminating equipment resources. AT&T can work with the State to engineer these resources to maximum capacities. These resources will help contain costs and not limit the State when additional Call Channels are needed.

3.4.14 Vendor must agree not to hold the State of WV or its Agencies responsible for the payment of any charges determined to be unauthorized or fraudulent by the State of WV and its Agencies.

AT&T Response:

AT&T understands and agrees.

3.5 INSTALLATION REQUIREMENTS

3.5.1 Vendor must port existing telephone numbers at no expense to the State.

AT&T Response:

AT&T's IP Flexible Reach supports local number portability (LNP) in the U.S. according to Federal Communications Commission (FCC) requirements.





Along with all local exchange carriers (LECs), we offer LNP so that you can change your local telephone service provider yet keep the same phone number. We can transfer, or port, a wireline number within your rate center (which is usually defined by your local calling area). However, we're unable to port a number from one geographic location to another (e.g., Miami to Ft. Lauderdale or Florida to California) or port a wireless number to a wireline facility.

Therefore, when you move locally, you can often keep your phone number.

- 3.5.2 Termination points will be specified by the State. The Vendor must be capable of extending the circuit to the desired location behind the minimum point of entry. The additional cost for this service must be provided in the Pricing Sheet • Attachment A along with the identification of whether the Vendor or a subcontractor will be providing this extension.

AT&T Response:

AT&T will provision services directly to the established demark on each specified building. In the case that this demark will need to be extended, it will be billed Time and Materials as needed.

- 3.5.3 Vendor's installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross connects, splices, terminating hardware setup, programming, mounting, and related documentation.

AT&T Response:

Project Management is a service provided by AT&T that provides you with professional project managers who work closely with your project team to develop and implement comprehensive project processes and plans. Project Management includes the Statement of Work, Bill of Materials, Master Schedule and site schedules, Project Acceptance Criteria, and other key deliverables that support your overall plan. Project Management provides a project or program manager who coordinates project resources including all project staff, other internal AT&T resources, WAN/remote access service providers, cabling contractors, and other 3rd party resources. They may be based onsite or work remotely depending on project requirements.

A project is a non-routine job with defined start and end dates, a scope, and a budget. In most cases, an ad-hoc organization executes a project and disbands once the project is over. Network integration projects require project management expertise. Our





professional project managers in the World Wide Project Management Group are technical and logistical problem-solvers who are trained and experienced in planning and implementing integration projects.

Project Management capabilities are reinforced by our expertise in networking, structured cabling, inventory management, and global logistics. Project Management complements the LAN, WAN, and remote access equipment configuration, staging, installation, and on-going support services.

We can combine Project Management with many network implementation services to deliver any size or scope of Network Integration project. We have broad expertise in technology deployments including IP Telephony, Wi-Fi, IP video, cabling, data center build-outs, national and international Local Area Network/Wide Area Network installation, PBX, video, call centers, and security systems.

We also provide multi-national Project Management services. We are your single point of contact for international deployment and integration projects. We can identify and reduce the risks associated with multi-national deployments through the application of our established project management methodology.

Our multi-national project managers understand the intricacies of international cultures, business practices, and regulatory requirements. We take the domestic network lifecycle offshore and can manage all aspects of a multi-national project including procurement, staging, transportation and logistics, documentation, implementation, maintenance, and invoicing.

3.5.4 Vendor must comply with all applicable codes, licenses, certifications, and standards in the State of West Virginia as it relates to the proposed installation services.

AT&T Response:

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

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

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





- 3.5.5 Vendor must perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.

AT&T Response:

AT&T's Testing Management system utilizes our Common Testing Platform (CTP), an integrated platform for performing testing across all network services and technologies.

CTP supports automated testing for test and turn-up for service delivery and automated maintenance testing for Service Assurance. It provides a testing graphical user interface (GUI) which allows manual testing in case a test falls out of automation.

The test functionality is accessible by means of a service-based interface that allows the user to specify what to test and what type of test to be run. These tests can be intrusive or non-intrusive. The types of tests that can be conducted can range from the simple to the complex. As an example, given a DS1 circuit identifier, CTP can retrieve the layout for the circuit, identify the test points, and carry out the individual tests required to sectionalize a problem.

The test results are returned to the client system. These test strategies are implemented by means of rules technology. CTP contains agents that allow it to initiate test calls, communicate with commercial test heads, frame relay and ATM switches, routers, specialized devices like the Local Controller, and Operational Support Systems that allow CTP to reroute facilities to test heads.

By integrating test strategies with an ability to access a variety of test devices on a single platform, CTP provides end-to-end testing across multiple domains, from CPE, through the access and the core networks, to the distant end.

As a result, our testing management platform allows us to thoroughly manage and test your service.

3.6 SUPPORT REQUIREMENTS

- 3.6.1 Vendor must provide a telephone support center(s) that is available 24 hours a day and 7 days a week and accessible via a toll free number. The support center must 1) provide advanced technical expertise, 2) be staffed with resources that are proficient in spoken and written English, 3) maintain and take responsibility for trouble tickets reported by the State of West





Virginia customers until those troubles are resolved and 4) provide a tiered support escalation process.

AT&T Response:

We handle fault management via our Global Customer Support Center (GCSC) 24 x 7 technical support, Tier 2-3 help desk, and dedicated toll free access

The GCSC provides many fault management services, including

- Auto-generated ticket creation
- Alarm recognition
- Call receipt telephony from Tier 1 Help Desk
- Trouble isolation
- Escalation/notification
- Vendor interface
- Problem resolution
- Ticket tracking to closure
- Chronic fault and root cause analysis

This means that we can quickly address your service problems and advise you of the status.

- 3.6.2 Vendor must provide telephone response to customer problems in one (1) hour or less and provide onsite support (when required) in twenty-four (24) hours or less.

AT&T Response:

Please refer to section 3.6.4 for AT&T response time in the event of a customer problem.

- 3.6.3 The Vendor should provide a web portal with real-time access to network utilization, latency and packet loss with reporting capabilities.





AT&T Response:

For AT&T's IP Flexible Reach, we provide historical and real-time voice call reports via Network Performance Reporter (NPR).

Available via the AT&T BusinessDirectSM portal, NPR captures, monitors, and records the quality of voice calls placed over your system. The tool provides performance metrics as R-factor measurements. (The R-factor is a measure of the perceived quality of a Voice over IP (VoIP) call based upon the international standard, ITU G.107.)

NPR provides R-factor measurements for completed on-net calls (i.e., calls that originate and terminate at an AT&T VoIP site or sites). The tool measures the percentage of calls that have an R-factor greater than or equal to the objective. NPR report types include call quality, call usage, call volume, and concurrent calls.

This means that you can access information to help you manage your network 24x7.

3.6.4 The severity of the issue/support problem shall determine the average problem resolution response time under the contract as follows:

- 3.6.4.1 Severity Level 1 shall be defined as an urgent situation, where the customer's services are out of service and the customer is unable to use/access the network. The Vendor shall resolve Severity Level 1 problems as quickly as possible, which on average shall not exceed two (2) business hours. If repair inside the 2 hour window is not feasible, then regular 2-hour updates are required.
- 3.6.4.2 Severity Level 2 shall be defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e. slow response, intermittent but repeated inaccessibility, etc.). The Vendor shall resolve Severity Level 2 problems as quickly as possible, which on average shall not exceed four (4) business hours. If repair inside the 4-hour window is not feasible, then regular 4-hour updates are required.
- 3.6.4.3 Severity Level 3 shall be defined as a minor problem that exists with the service but the majority of the :functions are still usable and some circumvention may be required to provide service. The Vendor shall resolve Severity Level 3 problems as quickly as possible, which on average shall not exceed ten (10) business hours. If repair inside the 10-hour window is not feasible, then updates are required at the start of the next business day and every day thereafter until repairs are complete.





AT&T Response:

Severity Level

When we must escalate a trouble report to resolve an issue with your AT&T services, we use a formal procedure that depends on trouble severity.

Once we've identified a problem or you've reported one via our 24x7 Global Customer Support Center (GCSC) helpdesk, we follow specific intervals and escalation paths. These intervals and paths—which vary according to the severity of your service trouble—ensure that we engage the right resources to resolve the trouble.

We define a service trouble as having one of three severity codes:

- **Severity 1 (Critical)**—the network or application is unusable (i.e., recovery or bypass is impossible), and you're unable to work.
- **Severity 2 (Major)**—the trouble has limited impact on your business (i.e., the issue doesn't stop service functions), or you've found a way to bypass the trouble and conduct business.
- **Severity 3 (Minor)**—the trouble has minimal impact on your business, so creating an alternate way to conduct your business is unnecessary.

After we determine a trouble's severity code, we follow a timeline to progressively escalate the issue until we resolve it. This process may involve local managers through our global services executives.

The escalation path includes

- 1st Level—24x7 helpdesk team leader/supervisor
- 2nd Level—24x7 helpdesk duty manager
- 3rd Level—Europe, Middle East, and Africa (EMEA) GCSC director
- 4th Level— (EMEA) director
- 5th Level—global director

The table below shows the interval times for initiating the appropriate levels of escalation.

Severity 1		
If not resolved within	2 Hours	Operations Team Leader





If not resolved within	4 Hours	Operations Manager
If not resolved within	6 Hours	GCSC Centre Director
If not resolved within	8 Hours	GCSC Global Executive Director
Severity 2		
If not resolved within	4 Hours	Operations Team Leader
If not resolved within	6 Hours	Operations Manager
If not resolved within	8 Hours	GCSC Centre Director
If not resolved within	10 Hours	GCSC Global Executive Director
Severity 3		
If not resolved within	8 Hours	Operations Team Leader
If not resolved within	12 Hours	Operations Manager
If not resolved within	24 Hours	GCSC Centre Director
If not resolved within	36 Hours	GCSC Global Executive Director

These procedures address acute service issues. In addition, your account and service managers will work with you during your monthly stewardship review meetings to identify and escalate chronic service issues.

This means that we use all applicable resources to resolve any service issue.

- 3.6.5 Vendor must contact the State engineering points of contact by phone within 30 minutes of a network outage that affects multiple circuits on the State's network. This verbal notification must be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to attempt to prevent a recurrence.

AT&T Response:

Please refer to section 3.6.4 for AT&T response time in the event of a customer problem.

- 3.6.6 Vendor must provide both verbal and written notification a minimum of ten (10) days in advance of any planned upgrades, modifications, etc. that may affect the State customers to all State engineering points of contact.





AT&T Response:

AT&T performs planned upgrades and maintenance on the global MPLS and IP network during prescheduled maintenance windows.

Within the U.S., we perform maintenance Monday through Friday from 12:00 a.m. to 6:00 a.m. local time. We notify you via email two weeks before routine and scheduled maintenance, and we identify whether the activity will affect service. In the event that the scheduled maintenance time is unacceptable to you, and provided the planned work is limited to your services, we make every effort to accommodate your request.

However, we're unable to guarantee that we can meet the request in the event that the scheduled maintenance activity affects additional clients and we must complete it. Service Level Agreement credits are inapplicable to planned or emergency maintenance activity, including activities that go beyond the agreed-upon or planned window.

Our global router maintenance schedules are as follows:

- U.S.—Sundays from 3:00 a.m. to 5:00 a.m. (U.S. Eastern time)
- Asia-Pacific region—Sundays from 1:00 p.m. to 3:00 p.m. (U.S. Eastern time)
- Europe, the Middle East, and Africa (EMEA)—03:00 to 05:00 Central European Time (CET)

However, we reserve the right to perform maintenance anytime without notice under emergency conditions or other unique situations.

So, we plan our network maintenance schedules and give you advance notice to minimize the impact of scheduled maintenance on your operations.

- 3.6.7 Vendor will be required to participate in regular customer status meetings with the State engineering contacts during the implementation and migration phases of the resulting contract as well as ongoing contract management meetings to review new service issues, plan and coordinate network upgrades, and report on progress related to active network issues.

AT&T Response:

AT&T conducts project review meetings at a regular, mutually agreed-upon interval during service implementation.





We hold these review meetings at least weekly and at a location that you designate. At a minimum, AT&T's project manager, one or more implementation engineers, and the appropriate project implementation managers meet with your representatives.

At the meetings, we

- Summarize the progress of the project
- Review the detailed project plan
- Discuss and review required changes to the project plan
- Identify and review current or new problems
- Establish action plans to meet committed timelines
- Coordinate the activities between you and AT&T

So, these review meetings help ensure that we implement your service as you expect.

3.7 SECURITY REQUIREMENTS

- 3.7.1 Vendor shall be responsible for the physical and cyber security of the network infrastructure that provides transmission services to the customer.

AT&T Response:

We provide security for AT&T Virtual Private Network (AVPN) via several isolation methods.

To isolate your network from other customers, we assign it to a distinct Virtual Private Network (VPN). This VPN provides absolute security. We use Virtual Routing and Forwarding (VRF) to further secure your network. We statistically define route interfaces on your VPN with appropriate attributes. This helps to secure all packets that arrive and leave on those interfaces.

We incorporate VRF tables that serve as private routing tables for each Multiprotocol Label Switching (MPLS) VPN. We assign each VPN logical connection to a VRF that is exclusive to your business. We define VRFs with Route Targets (RTs) and Route Distinguishers (RDs), and we use your VRF routes to forward packets received by our Provider Edge (PE) routers to other sites in the VPN.

PE routers will only forward packets with a destination address for which a valid route exists in the VRF. Our automated systems provision and configure the VRF without relying on any dynamic information that the Customer Edge (CE) router and PE





exchange. This automation helps ensure that we won't provision a port or logical connection to the wrong VPN.

We set up RT communities—unique strings of information for Border Gateway Protocol (BGP)-extended communities. They define the routes that we import or export into each VRF/VPN. We assign the same RTs in the VRF definitions across all PE routers that connect to a specific VPN. Our provisioning systems ensure that we assign unique RTs to each specific VPN. As a result, we can eliminate duplication and make it impossible for one VPN to reach destinations in another VPN.

We assign Route Distinguishers as unique strings of information for each VRF and each PE. We use a different RD in each PE router's VRF definitions. Our provisioning system assigns this 64-bit prefix value to each IP route advertisement to create a unique VPNv4 address. Also, the same process is used for the IPv6 address to create a unique VPNv6 address.

VPNs with overlapping address spaces will have unique VPNv4 addresses. These addresses travel within the carrier's internal Border Gateway Protocol (iBGP) infrastructure to distribute VPN route information between PEs. Within each VRF, a PE will bind labels to reach each prefix in the VPN—an inner label to identify the outgoing interface on an egress PE (for a specific prefix) and an outer label to reach the next MPLS router within the AT&T network.

Our MPLS-based VPN technology uses all the capabilities of existing VPNs while also delivering robust Quality of Service (QoS). We implement MPLS-based VPNs at Layer 3 without encrypted tunnels, so they are much more scalable.

When you consider the importance of a secure VPN solution, you need our network security.

- 3.7.2 Vendor shall be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer.
- 3.7.3 Vendor's policies, services, processes, or employees cannot create conflicts with the customer's standard security policy requirements. In the event of a standard security policy conflict, the customer's policy will be upheld. (Policies available at <http://www.technology.wv.gov>)
- 5.7.4 Vendor must support customer evaluation of security incidents and compliance verification evaluations, as deemed necessary by the customer.





- 5.7.5 The Vendor must have an established and documented policy governing personnel security to include the validation of employee trustworthiness.

AT&T Response:

With the exception of some custom services, AT&T maintains its own security policies for all systems that we own and manage.

Because of our infrastructure design, we're unable to modify common security settings that our customers share. However, our security policies and practices are consistent with industry security standards for communication and managed services providers.

This means that our services should generally comply with your security policies.

3.8 PERFORMANCE REQUIREMENTS

- 3.8.1 NETWORK AVAILABILITY** -Vendor's service must be available twenty-four (24) hours per day, three hundred sixty-five calendar days per year.

AT&T Response:

Please refer to the SLA's within the AT&T Service Guide at the following links:

AVPN:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002jGbMQAU

IP Flex:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002ik99QAA

- 3.8.2 Network Availability Service Credit** -Vendor must provide Network Availability Service Credit as follows:

Defined as the percentage of total hours or partial hours during a calendar month that the services are available to the customer. Services shall be deemed to be unavailable when an outage is officially recorded with the Vendor because the customer does not have the ability to transmit or receive packets by means of the Vendor's services. The total outage should be deemed to be the length of time during which the services are unavailable to the customer beginning with the official notification and ending upon restoration of the service and notification to the customer.





Outage minutes will not apply to scheduled maintenance activities, problems caused by the customer, or for reasons of Force Majeure or other causes beyond the reasonable control of the provider. When service is interrupted for four hours or more, a credit will be calculated and will be issued to the State entity experiencing the outage as follows. A month is considered to have 720 hours (24 hours * 30 days). Credit should be calculated based on the monthly rate for the service multiplied by the ratio of the number of hours of interruption to 720 hours.

AT&T Response:

Please refer to the SLA's within the AT&T Service Guide at the following links:

AVPN:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002jGbMQAU

IP Flex:

http://serviceguidenew.att.com/sg_customPreviewPDFPage?testid=0681A000002ik99QAA

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages
- 4.2 Pricing Pages:** Vendor should complete the Pricing Pages by filling out the Monthly Recurring Cost (MRC) and the Non-Recurring Cost (NRC) for each Service Item. The Total Cost will then be calculated. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: stephanie.1.gale@wv.gov





AT&T Response:

AT&T understands and complies.

5. ORDERING AND PAYMENT

- 5.1 Ordering:** The Vendor must work with the WV Office of Technology using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services. The Vendor must have the capability to receive service orders from the State electronically and provide confirmation of receipt and subsequent order detail electronically to the State. The detail must include, at a minimum, the following data elements: 1) TCR #; 2) Date order received; 3) Customer name; 4) Customer on-site address; 5) Projected due date; 6) Circuit ID; and 7)

Additional Order detail. The current TCR is included as Exhibit B - it may be modified slightly for SIP services.

The Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept online orders through a secure Internet ordering portal/website. If Vendor has the ability to accept online orders, it should include in its response a brief description of how Agencies may utilize the online ordering system. Vendor shall ensure that its online ordering system is properly seeded prior to processing Agency orders online.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

AT&T Response:

AT&T Response: AT&T is agreeable to incorporating any applicable State prompt payment act into the Agreement. Subject thereto, AT&T proposes the Payment and Billing language which AT&T provided in response to Paragraph 13 of the General Terms and Conditions.

6. INSTALLATION AND CANCELLATION

- 6.1 Installation:** Installation shall be no more than forty-five (45) days after receipt of purchase order unless specifically addressed in Vendor's response. If a build-out is required, the Vendor must provide the cost and timeframes to the State for review and approval.





- 6.2 Late Installation:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in installation that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party vendor.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

AT&T Response:

AT&T Response: With respect to default and remedy, AT&T proposes the Suspension and Termination language which AT&T proposes above in response to Paragraph 18 of the General Terms and Conditions.

8. MISCELLANEOUS

- 8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Jeff Craft





Telephone Number: 703 220-7741

Fax Number: 866 380-2566

Email Address: jc8509@att.com





PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that





neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: **AT&T Corp.**

Authorized Signature: [Signature] Date: 7/25/2016

State of Maryland

County of Baltimore, to-wit:

Taken, subscribed, and sworn to before me this 26th day of July, 2016

My Commission expires 4/12, 2020.



NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 0710112012)

Purchasing Affidavit (Revised 0710112012)



Pricing Sheet - Attachment A

CRFQ SWC* _____

A	B	C	D	E	F	G
Description of Service	Estimated Quantity	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost -- Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC -- Calculated (B * E)	Total Cost ---- Calculated (D + F)
Access/ Transport						
T1 - 1.536 Mbps	10	\$414.70	\$ 49,764.00	\$0	\$ -	\$ 49,764.00
Bonded T1s - quantity two (2)	10	\$771.65	\$ 92,598.00	\$0	\$ -	\$ 92,598.00
10 Mbps Ethernet	10	\$866.25	\$ 103,950.00	\$0	\$ -	\$ 103,950.00
20 Mbps Ethernet	4	\$1,098.40	\$ 52,723.20	\$0	\$ -	\$ 52,723.20
50 Mbps Ethernet	4	\$1,771.75	\$ 85,044.00	\$0	\$ -	\$ 85,044.00
100 Mbps Ethernet	4	\$2,455.36	\$ 117,857.28	\$0	\$ -	\$ 117,857.28
1 Gbps Ethernet	2	\$ 6,097.00	\$ 146,328.00	\$0	\$ -	\$ 146,328.00
Class of Service - Real Time			\$ -			
1.3 Mbps	10	\$0	\$ -	\$0	\$ -	\$ -
2.0 Mbps	10	\$0	\$ -	\$0	\$ -	\$ -
10 Mbps	10	\$0	\$ -	\$0	\$ -	\$ -
20 Mbps	4	\$0	\$ -	\$0	\$ -	\$ -
50 Mbps	4	\$0	\$ -	\$0	\$ -	\$ -
90 Mbps	4	\$0	\$ -	\$0	\$ -	\$ -
100 Mbps	4	\$0	\$ -	\$0	\$ -	\$ -
200 Mbps	4	\$0	\$ -	\$0	\$ -	\$ -
300 Mbps	2	\$0	\$ -	\$0	\$ -	\$ -
400 Mbps	2	\$0	\$ -	\$0	\$ -	\$ -
500 Mbps	2	\$0	\$ -	\$0	\$ -	\$ -
Simultaneous Calls			\$ -			
Per Simultaneous Call - Including Local and Long Distance calling	2000	\$16.10	\$ 386,400.00	\$0	\$ -	\$ 386,400.00
Telephone numbers			\$ -			
Block of 20 Telephone numbers	500	\$8.00	\$ 48,000.00	\$0	\$ -	\$ 48,000.00
Cost Summary			\$ -			
Total Monthly and Non-recurring			\$ -			\$ 1,082,664.48

Service Provider Identification Number (SPIN) for E-rate purposes:

143001192

AT&T Notes:

- Prices above exclude any required taxes, fees, and surcharges according to Local, State, and Federal guidelines.
- Ethernet access takes into consideration the location list that was provide, any new locations will need to be looked at on an Individual Case Basis.
- The RFP did not specify Virtual Telephone Numbers (VTN's), but if the State requires this it will carry a \$0.30 per number charge.
- Inbound IP Toll Free only will carry a per minute charge of \$.0136.
- T1 pricing assumes a local access loop of 1-20 miles. Any locations that are 0 mile local access subtract \$115 from the T1 and \$230 from the bonded T1 price. Local access loop between 21-50 miles add an additional \$119 to the T1 price, and \$238 to the bonded T1 price.
- AT&T has reviewed the information provided and estimates the State would need to serve 44 locations. 2 locations with 50 Meg ethernet while the remaining would simply need only T-1 service. Our estimated total cost for this estimate would be \$460,637 annually for all 44 locations including 2000 concurrent call paths (utilizing compression-G729).