

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER FC-6944 WITH AT&T COMMUNICATION SYSTEMS SOUTHEAST D/B/A AT&T DATACOMM, INC., PURSUANT TO SECTION 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE STATE OF CALIFORNIA'S FAST OPEN CONTRACTS UTILIZATION SERVICES CONTRACT NUMBER 2009177 TO PURCHASE ONE (1) YEAR OF NORTEL/ AVAYA TELECOMMUNICATIONS DEDICATED TECHNICIAN SUPPORT SERVICES, WITH THREE (3) ONE-YEAR RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS (\$169,666.00), ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Review List:

Information Technology	Completed	08/30/2013 4:33 PM
Susan Garrett	Completed	09/03/2013 9:37 AM
Michael Dogan	Completed	09/03/2013 10:47 AM
Kimberly Tallon	Completed	09/03/2013 12:46 PM
Procurement	Completed	09/03/2013 1:48 PM
Adam Smith	Completed	09/03/2013 1:53 PM
Mayor's Office	Completed	09/03/2013 2:04 PM
Office of Research and Policy Analysis	Completed	09/03/2013 3:44 PM
Finance/Executive Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

LEGISLATION HISTORY - BLUE BACK

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION BY FINANCE/EXECUTIVE COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER FC-6944 WITH AT&T COMMUNICATION SYSTEMS SOUTHEAST D/B/A AT&T DATACOMM, INC., PURSUANT TO SECTION 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE STATE OF CALIFORNIA'S FAST OPEN CONTRACTS UTILIZATION SERVICES CONTRACT NUMBER 2009177 TO PURCHASE ONE (1) YEAR OF NORTEL/ AVAYA TELECOMMUNICATIONS DEDICATED TECHNICIAN SUPPORT SERVICES, WITH THREE (3) ONE-YEAR RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS (\$169,666.00), ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") entered into a cooperative purchasing agreement with AT&T Communication Systems Southeast D/B/A AT&T Datacomm, Inc. ("AT&T") for telecommunications support services utilizing the State Of California's Fast Open Contracts Utilization Services ("FOCUS") Contract Number 2009177 for one (1) year with an effective date of July 1, 2011, through June 30, 2012, pursuant to Resolution 11-R-0841 adopted by the Atlanta City Council ("Council") on June 06, 2011 and approved as per City Charter Section 2-403 on June 15, 2011; and

WHEREAS, the City of Atlanta ("City") entered into cooperative purchasing agreement number COA-5975-PL with AT&T for telecommunications support services utilizing FOCUS Contract Number 2009177 for one (1) year with an effective date of July 1, 2012, through June 30, 2013, pursuant to Resolution 12-R-0737 adopted by Council on June 04, 2012 and approved as per City Charter Section 2-403 on June 13, 2012; and

WHEREAS, the Chief Procurement Officer executed a ninety (90) day extension of cooperative purchasing agreement number COA-5975-PL with AT&T for Dedicated Telecommunications Technicians beginning July 1, 2013 and ending September 30, 2013, pursuant to Article X, Division 4, Section 2-1206(a) of the City of Atlanta Code of Ordinances ("Code"); and

WHEREAS, the services provided by AT&T are necessary for the support of the Nortel/ Avaya telephone equipment, hardware and software installed at the City and AT&T has continued to provide services to the City; and

WHEREAS, pursuant to Article X, Division 15, Intergovernmental Relations, of the City of Atlanta Code of Ordinances (the "Code"), the Chief Procurement Officer may procure supplies, services or construction items through contracts established by a public procurement unit outside the City; and

WHEREAS, the Chief Information Officer has identified FOCUS contract number 2009177 with AT&T as a viable procurement vehicle for telecommunications support services; and

WHEREAS, the Chief Procurement Officer has evaluated and determined that competitive procedures

akin to those used by the City were used by the State of California in the development of FOCUS contract number 2009177, the contract from which the cooperative purchasing agreement will be derived, and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number FC-6944 with AT&T to purchase one (1) year of NORTEL/ AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options, in an amount not to exceed to exceed One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Six Dollars and No Cents (\$169,666.00), on behalf of DIT.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute, on behalf of the City of Atlanta, cooperative purchasing agreement number FC-6944 with AT&T to purchase one (1) year of NORTEL/ AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options, in an amount not to exceed to exceed One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Six Dollars and No Cents (\$169,666.00).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from fund, department organization and account number 1001 (GENERAL FUND) 050209 (DIT IT TELECOMMUNICATIONS) 5222002 (REPAIR AND MAINTENANCE - EQUIPMENT) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer, in consultation with the City Attorney is directed to prepare an agreement for execution by the Mayor or his designee.

BE IT FINALLY RESOLVED, that the agreement will not become binding on the City, and the City will incur no obligation or liability under it, until it has been approved as to form by the City Attorney or her designee, executed by the Mayor or his designee, attested to by the Municipal Clerk, and delivered to AT&T.



TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE BYRD

Dept.'s Legislative Liaison: Kieva Morrison

Contact Number: 404-330-6264

Originating Department: Department of Information Technology

Committee(s) of Purview: Finance/Executive Committee

Chief of Staff Deadline: Friday, August 23, 2013

Anticipated Committee Meeting Date(s): Wednesday, September 11, 2013

Anticipated Full Council Date: Monday, September 16, 2013

Legislative Counsel's Signature: [Signature]

Chief Information Officer Signature (for IT Procurements) [Signature]

Commissioner Signature: _____

Chief Procurement Officer Signature: Adam J. Smith
[Signature]

CAPTION

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

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FINANCIAL IMPACT: (if any) \$169,666.00

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 7.1.8/23/13
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

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BY FINANCE/EXECUTIVE COMMITTEE**

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WHEREAS, the Chief Information Officer has identified FOCUS contract number 2009177 with AT&T as a viable procurement vehicle for telecommunications support services; and

WHEREAS, the Chief Procurement Officer has evaluated and determined that competitive procedures akin to those used by the City were used by the State of California in the development of FOCUS contract number 2009177, the contract from which the cooperative purchasing agreement will be derived, and that the cost of the goods, supplies, services or construction are comparable to or less than the cost of the same goods, supplies, services or construction if obtained through city procurements under Division 4 of the City Procurement Code; and

WHEREAS, the Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number FC-6944 with AT&T to purchase one (1) year of NORTEL/ AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options, in an amount not to exceed One Hundred Sixty-Nine Thousand, Six Hundred Sixty-Six Dollars and No Cents (\$169,666.00), on behalf of DIT.

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Part II: Legislative White Paper:

(This portion of the Legislative Request Form will be shared with City Council members and staff)

A. Committee of Purview: FINANCE/EXECUTIVE**Caption:**

**A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO COOPERATIVE PURCHASING AGREEMENT NUMBER FC-6944 WITH AT&T COMMUNICATION SYSTEMS SOUTHEAST D/B/A AT&T DATACOMM, INC., PURSUANT TO SECTION 2-1602 OF THE CITY OF ATLANTA CODE OF ORDINANCES, UTILIZING THE STATE OF CALIFORNIA'S FAST OPEN CONTRACTS UTILIZATION SERVICES CONTRACT NUMBER 2009177 TO PURCHASE ONE (1) YEAR OF NORTEL/ AVAYA TELECOMMUNICATIONS DEDICATED TECHNICIAN SUPPORT SERVICES, WITH THREE (3) ONE-YEAR RENEWAL OPTIONS, ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED SIXTY-SIX DOLLARS AND NO CENTS (\$169,666.00), ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM THE FUNDING NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: Monday, September 16, 2013

Requesting Dept: Information Technology

B. To be completed by the department:**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

DIT would like Council to authorize the execution of cooperative purchasing agreement number FC-6944 with AT&T to purchase one (1) year of NORTEL/ AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options, in an amount not to exceed to exceed \$169,666.00.

2. Please provide background information regarding this legislation.**Background / Justification**

AT&T provides the City of Atlanta ("City") with one (1) onsite, Dedicated Technician who handles support services for all NORTEL/ AVAYA telephone equipment, hardware, and software installed on City premises.

In addition, this Dedicated Technician provides ongoing telephone system re-assignments, additions, and/or changes as needed by all City departments.

Previous final action legislation includes:

- 12-R-0737, adopted by Council 6/4/2012 & approved pursuant to City Charter 6/13/2012.
- 11-R-0841, adopted by Council 6/6/2011 & approved pursuant to City Charter 6/15/2011.

Recommendation

The Chief Information Officer and the Chief Procurement Officer recommend the execution of cooperative purchasing agreement number FC-6944 with AT&T to purchase one (1) year of NORTEL/ AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**
Professional services & support.

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:** One (1) year with three (3) one-year renewal option.

4. **Fund Account:** FDOA 1001

5. **Source of Funds:** 1001 (GENERAL FUND) 050209 (DIT IT TELECOMMUNICATIONS) 5222002 (REPAIR AND MAINTENANCE – EQUIPMENT) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS)

6. **Fiscal Impact:** \$169,666.00

7. **Method of Cost Recovery:** N/A

This Legislative Request Form Was Prepared By: Kieva Morrison, DIT Legislative Analyst



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Councilmember Felicia Moore
Chair, Finance Executive Committee

FROM: Adam L. Smith *AS*

RE: Cooperative Purchasing Agreement Number FC-6944 with AT&T Communication Systems Southeast D/B/A AT&T Datacomm, Inc., utilizing State of California FOCUS Contract Number 2009177

DATE: August 23, 2013

This memorandum is to certify that the above-referenced Cooperative Agreement was competitively procured in a manner consistent and pursuant to sections 2-1602, 2-1604, 2-1606 and 2-1608 of the Procurement and Real Estate Code. We reviewed the terms of the Agreement and determined that the costs for the goods/services are competitive and comparable.

If you have any questions or need additional information, please do not hesitate to contact me.

Legislative Summary

Committee of Purview

A RESOLUTION
BY FINANCE/EXECUTIVE COMMITTEE

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Council Meeting Date:

September 16, 2013

Contract Type:

Professional Services

Source Selection:

Cooperative Purchasing Agreement

Proposals Due:

N/A

Invitations Issued:

N/A

Proposals Received:

N/A

Background:

AT&T provides the City of Atlanta (the "City") with one (1) onsite, Dedicated Technician who handles support services for all NORTEL/AVAYA telephone equipment, hardware, and software installed on City premises. Department of Information Technology is purchasing one (1) year of NORTEL/AVAYA telecommunications Dedicated Technician support services, with three (3) one-year renewal options. This agreement includes ongoing telephone system re-assignments, additions, and/or changes as needed by all City departments.

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

Fund Account Center: FDOA 1001 (GENERAL FUND) 050209 (DIT IT TELECOMMUNICATIONS) 5222002 (REPAIR AND MAINTENANCE – EQUIPMENT) 1535000 (DATA PROCESSING/MANAGEMENT INFORMATION SYSTEMS)

Fiscal Impact (if any): \$169,666.00

Term of Contract: Shall be for a term of one (1) year; with option to renew for three (3) additional years in one (1) year increments.

Method of Cost Recovery: N/A

Approvals:

DOF:

DOL:

Approved

Prepared By: Eugene F. Fuller, Jr., Esq., Contracting Officer (404) 865-8709

Contract Number: FC-6944

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

(Do Not Write Above This Line)

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- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

First Reading
 Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) Other _____
 Members _____
 Refer To _____

Committee
 Date _____
 Chair _____
 Action Fav, Adv, Hold (see rev. side) Other _____
 Members _____
 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED

MAYOR'S ACTION



Schedule For The Purchase of Dedicated Maintenance Technician

Customer: City of Atlanta	Customer Number: 57320	Loc Number: 2, 178,180,182,36	Agreement Number: Focus -2009177
Installation Address:55 Trinity	Quote Number:		
City: Atlanta State: GA Zip: 30300	Total Price: \$ 169666 (Excluding taxes) Monthly - \$ 14138.83		Term: 12 months 10-1-2013-9-30-2014
Customer Reference Number: For Information Purposes Only)			

Customer hereby purchases **Dedicated Technician Services**, as set forth in detail below, from **AT&T Communication Systems Southeast**, ("AT&T") under and pursuant to, and this Order modifies and supplements, for purposes of **Dedicated Technician** services only, the Master Agreement For Equipment Purchase And/Or Maintenance Service between AT&T and Customer ("**Agreement**"). This Order shall become effective as of the last signature date set forth below. Except as specifically stated below, all terms and conditions of the Agreement remain in full force and effect. AT&T and Customer hereby agree as follows:

Customer orders, and by acceptance of this Order AT&T agrees to provide, **Dedicated Technician** services consisting of the following components at the net prices indicated below:

Terms and Provisions

AT&T agrees to provide Dedicated Technician Services to Customer as stated in the above referenced order, per the following terms and conditions:

- AT&T will provide Dedicated Technician(s), as stated in the above referenced Order, to work on the Customer's site(s). AT&T and Customer agree that the duties of the on-site Technician(s) shall be primarily to provide the system Warranty/Maintenance work and secondarily, with time permitting, to provide incidental labor for moves, adds and changes.
- Dedicated Technician(s) will be on Customer site(s) (8) hours per day, five (5) days a week fifty (50) weeks per year, during the hours of 8:00 A.M. and 5:00 PM, Monday through Friday excluding holidays observed by AT&T.
- AT&T's Dedicated technician(s) can perform routine adds, moves, changes, and rearrangements (installation work defined as installation work up to this "wired-for" system size (shelf in place) which does not require engineering consideration. Parts for rearrangements, changes, moves of telecommunications equipment are not included. Installation work which requires engineering consideration, issuance of Sales/Service Orders, or work outside of the normal scheduled work hours will be performed by AT&T and billed to Customer at AT&T's then current published rate for such work.
- Customer must maintain an inventory of typical equipment, on Customer's premises, necessary to perform the above mentioned installation work as part of the Dedicated Technician Service Plan. Customer must replenish this inventory as needed.
- AT&T will be responsible for the maintenance, as stated in the Agreement, of all components that comprise Customer's telecommunications system(s) located at the site(s) as listed in the above referenced Order. Equipment purchased from AT&T and installed at the site(s) will be covered during the warranty as stated in the Agreement. After the expiration of the warranty, the labor to maintain the Equipment will be provided by the Dedicated Technician(s) with all parts billable at AT&T's then current rates.
- AT&T will insure that the Technician is reasonably trained and qualified to make repairs to systems listed in the above referenced Order or provided by AT&T at the covered site(s) during the term of the Order.

7. For products, equipment and/or tasks not typically supplied by AT&T, AT&T may, upon Customer request, agree to maintain the same under the following conditions:

- a. Customer agrees to provide pertinent test equipment and tools, and bear all expenses for the training of the Technician(s) on equipment or tasks, including but not limited to, manufacturer training, travel, food, lodging and replacement of technician(s) during the training period.
- b. Customer agrees to provide all replacement parts and other required materials.
- c. Customer agrees to bear the cost of any manufacturer technical support.

8. Any additional work performed by AT&T beyond the scope of this Order, will be at AT&T's then current rates for labor and materials.

9. The Customer shall not employ, or attempt to employ, any of AT&T's current or former employees with whom Customer has direct contact in connection with the performance of this Order. Customer shall comply with these conditions through the term of this Order or any renewal thereof and for 12 months thereafter.

PRICING

Dedicated Technician Labor

Number of Technicians	1
List Price	<u>\$132000</u>
Number of Ports (Total Ports /500)	<u>6000</u>

Dedicated Technician – Peripheral Coverage

List Price \$18214

Dedicated Technician – Parts Coverage

List Price \$ 92165

Dedicated Technician

List Price \$ 242379

Total Dedicated Technician Customer Discount

Customer Discount	(\$72713)
Total Discount Amount	<u>\$169666</u>

Monthly Bill \$14138.83

Pursuant to the terms and conditions of the Agreement referenced above, Customer agrees to purchase and AT&T Communication Systems, Inc. agrees to provide Services described in this Order. This Order shall automatically incorporate therein all the terms and conditions of the Agreement, and any and all terms and conditions on any Customer order forms, purchase orders, or other Customer documents shall be deemed deleted.

In Witness Whereof, the parties have executed this Order by their duly authorized representative, in multiple counterparts, each of which shall be deemed an original.

Accepted by:
CUSTOMER

AT&T Communication Systems Southeast

By
Authorized Signature

Date

By

Authorized Signature

Date

Jeannine P Gustafson

 Date 8/7/2013

Name (Type or Print)

Title

Jeannine P Gustafson
 Name (Type or Print) Title
Executive Sales Director

Attachment: AT&T Nortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

CONTRACTOR PERFORMANCE FORM

CONTRACTOR'S NAME AND ADDRESS: AT&T Datacomm, Inc. d/b/a AT&T Communication Systems Southeast, GA 2180 Lake Blvd. NE, Ste 8877, Atlanta, GA 30319	DATE: 8/15/2013
	PURCHASE ORDER OR CONTRACT NO.: FC-5975
	P.O./C.N. DATE:
	DEPARTMENT/AGENCY: DIT (Telecom)
	DIRECTOR'S SIGNATURE: <i>[Signature]</i>
WE HAVE THE FOLLOWING COMPLAINT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.) There are no complaints at this time	
WE HAVE THE FOLLOWING POSITIVE COMMENT(S). PLEASE REPLY BELOW. (PLEASE USE A SEPARATE SHEET, IF NECESSARY.) AT&T's current onsite support has been very responsive to COA Telephone issues and customer request. Always going the extra mile to ensure system uptime	
CONTRACTOR'S REPLY: _____ DATE OF REPLY: _____ (NOTE: FAILURE TO REPLY MAY RESULT IN REMOVAL FROM APPROVED VENDOR MAILING LIST.)	
CC: <input type="checkbox"/> END USER DEPARTMENT <input type="checkbox"/> DOP FILE	

[Handwritten initials]

[Signature]
ADAM L. SMITH
CHIEF PROCUREMENT OFFICER

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

Search Results

Current Search Terms: at&t*

Your search for "at&t*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	AT&T TECHNICAL SERVICES COMPANY, INC	Status: Active
DUNS: 958303430	CAGE Code: 08DR0	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	AT&T GOVERNMENT SOLUTIONS, INC.	Status: Active
DUNS: 009683442	CAGE Code: 7N699	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	AT&T GOVERNMENT SOLUTIONS, INC.	Status: Active
DUNS: 053230355	CAGE Code: 7B773	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	SOUTHWESTERN BELL TELEPHONE, L.P.	Status: Active
DUNS: 080864184	CAGE Code: 3XCW5	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	BELLSOUTH TELECOMMUNICATIONS, INC.	Status: Active
DUNS: 796646453	CAGE Code: 35AN0	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	BELLSOUTH TELECOMMUNICATIONS, INC.	Status: Active
DUNS: 796646453	CAGE Code: 0NDN7	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	BELLSOUTH TELECOMMUNICATIONS, INC.	Status: Active
DUNS: 796646453	CAGE Code: 57V16	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	BELLSOUTH LONG DISTANCE INC	Status: Active
DUNS: 362035920	CAGE Code: 1Y8D4	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	SBC GLOBAL SERVICES, INC.	Status: Active
DUNS: 827183919	CAGE Code: 54SQ5	View Details
Has Active Exclusion?: No	DoDAAC:	
Entity	SBC GLOBAL SERVICES, INC.	Status: Active
DUNS: 130077428	CAGE Code: 3EVY0	View Details
Has Active Exclusion?: No	DoDAAC:	

SAM | System for Award Management 1.0

IBM v1.1149.20130801-1829

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op



Home

AT&T DATACOMM, INC. Control Number: 0020558

Main Reports Officers Filing History

Entity Info

Entity Id 20558

Key Indicators

Model Type Corporation

Locale Foreign

Qualifier For-Profit

Business Name AT&T DATACOMM, INC.

Registration Date 5/04/2000

Entity Status Active/Compliance

Entity Status Date 3/07/2013

Foreign Name

Date of Organization

State Delaware

Country

Principal Office Address

PRINCIPAL

Line1 225 W. Randolph Street

Line2

City Chicago State Illinois Zip 60606

Agent

Is non-commercial Registered Agent? No

Name C T CORPORATION SYSTEM

Address

Line1 1201 Peachtree Street, NE

Line2

City Atlanta State Georgia Zip 30361

Email

Previous Names

Name Changed From	Name Changed To	Surviving Entity Id	Cancelled Entity Id	Effective Date	Due Date	File Number	Actions
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No Miscellaneous Filings were found.

Attachment: AT&T Nortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

[Return to Home](#)

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

SECOND AMENDMENT
TO
CONTRACT NO. 2009177
BETWEEN
MERCED COUNTY
AND
AT&T DATACOMM, INC.

THIS Second Amendment to Contract No. 2009177, is executed by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and AT&T DataComm, Inc. (hereinafter called "Contractor").

The original term of Contract No. 2009177 commenced on July 21, 2009, and continued through July 20, 2011; and the First Amendment to Contract No. 2009177 extended the term through July 20, 2013.

This Second Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the original Agreement and any previous amendments, the provision of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly. Both parties agree that there is new and adequate consideration for this Amendment.

This Amendment shall be deemed to have been duly approved when executed by both parties to the original Agreement. Once duly approved, this Amendment shall become effective as of the date signed by the Chairman of the Merced County Board of Supervisors.

MODIFICATIONS:

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

The term of this Agreement shall commence on the 21st day of July, 2009, and continue until the 20th day of July, 2015, subject to the right of termination as set forth herein.

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

County of Merced
By: *Deidre F. Kelsey*
Signature
JUN 4 2013
Deidre F. Kelsey
Name
Chairman, Board of Supervisors
Title

AT&T DataComm, Inc., Corporate Officer
By: *Christopher T. Roy*
Signature
Christopher T. Roy
Name
Vice President Government/Education-West
Title

APPROVED AS TO LEGAL FORM:
MERCED COUNTY COUNSEL
BY: *[Signature]*

Attachment: AT&T Nortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op



June 4, 2013

To: All Federal, State and Local Governmental Entities

After a comprehensive, formal request for proposal process, the County of Merced is proud to announce the Fast Open Contracts Utilization Services (FOCUS) Program contract with AT&T DataComm, Inc. This contract, as authorized by the Board of Supervisors, is available for use through July 20, 2015, by any federal, state, county, city, school or special district public jurisdiction able to exercise a joint powers relationship with our County.

This special relationship brings together government and a premier telecommunications technology solutions provider, AT&T DataComm, Inc., in a joint effort to offer entities, nationally, the opportunity to procure their technology needs through a pre-established flexible procurement contract. FOCUS Contract No. 2009177 is specifically designed to be a long term alliance so as to ensure that your systems and service needs will continue to be met well into the future.

The County of Merced and AT&T DataComm, Inc. are dedicated and committed to assisting you in creating the most cost effective, efficient, and performance telecommunications technology solutions for your jurisdiction. Our standard is excellence in systems, services, and customer satisfaction.

Sincerely,


Deidre F. Kelsey, Chairman
Merced County Board of Supervisors

Board of Supervisors

John Pedroza
Supervisor, District One

Hubert "Hub" Walsh, Jr.
Supervisor, District Two

Lynn Davis
Supervisor, District Three

Deidre F. Kelsey
Supervisor, District Four

Jerry O'Banion
Supervisor, District Five

James L. Brown
County Executive Officer

Merced County
Administration Building
2222 M Street
Merced, CA 95340
(209) 385-7366
(209) 726-7977 Fax
www.ca.merced.ca.us

Equal Opportunity Employer

*Striving for
Excellence*

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July 21, 2009

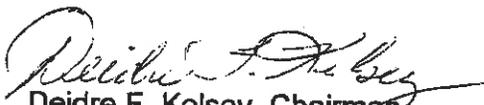
To: All Federal, State and Local Governmental Entities

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Sincerely,


Deidre F. Kelsey, Chairman
Supervisor, District Four

Board of Supervisors

John Pedroza
Supervisor, District One

Hubert "Hub" Walsh, Jr.
Supervisor, District Two

Michael G. Nelson
Supervisor, District Three

Deidre F. Kelsey
Supervisor, District Four

Jerry O'Banion
Supervisor, District Five

Dimitrios G. Tatum
County Executive Officer

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CONFIDENTIAL

AGREEMENT FOR PUBLIC-PRIVATE JOINT VENTURE

MERCED COUNTY
CONTRACT NO. 2009177

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and AT&T DataComm, Inc., (hereinafter referred to as "Contractor").

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

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

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

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

1. SCOPE OF WORK

1.1 FOCUS Program Overview

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

Merced County may use any qualified vendor in appropriate categories for its purchases during the term of contract operation.

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

1.2 FOCUS Program Design for Contractor

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

Communications Services:

- 1.1 Call Center Solutions (with ACD)
- 1.2 Emergency Notification Solutions (Reverse 911)
- 1.3 Engineering/Consulting Services
- 1.4 Integrated Voice Response (IVR)
- 1.5 Internet Protocol (IP) Solutions

MERCED COUNTY CONTRACT NO. 2009177

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

- 1.5.1 Voice over Internet Protocol (VOIP)
- 1.5.2 Unified Messaging (UM)
- 1.6 Voice Calling Plans
- 1.6.1 Long Distance Services (Switched, Dedicated)
- 1.7 Telecommunications Systems (PBX)
- 1.7.1 Telephone Handsets
- 1.8 Voice Mail Solutions
- 1.9 Wireless Voice Communication Services

Application Development:

- 2.1 Enterprise Application Development & Conversion Tools
- 2.2 Application Installation Solutions
- 2.3 Application Version Control Solutions

Infrastructure:

- 3.1 Battery Backup Systems
- 3.2 Cabling Services
- 3.3 Energy Auditing, Management, Conservation & Alternative Solutions
- 3.4 Engineering/Consulting Services
- 3.5 Enterprise Mobility Solutions
- 3.7 Maintenance Services
- 3.8 Network Host & Enterprise Security Solutions
- 3.8.1 Firewall & Virtual Private Network (VPN) Solutions
- 3.8.2 Intrusion Detection/Prevention Solutions
- 3.9 Network, Host & Enterprise Management Solutions
- 3.11 Transport Solutions (PRI, MPLS, Supertrunks, CO Business Lines, Optical, Satellite, Wireless)
- 3.12 Video Solutions
- 3.13 Web Monitoring & Filtering Products
- 3.14 Wireless Solutions

E-Government:

- 4.1 Web Site Analytics
- 4.2 Web Site Content Management Solutions
- 4.3 Web Site Design, Development, Hosting Services
- 4.4 Web Site Development Tools
- 4.5 Web Site Intranet Solutions
- 4.6 Web Site Portal Solutions

Enterprise Systems:

- 5.1 Anti-Virus, Spam, Spyware Solutions
- 5.2 Consulting Services
- 5.3 Data Encryption Products & Services
- 5.4 Enterprise Mobility Solutions
- 5.7 Hosting Services and Applications
- 5.8 Radio Frequency Identification (RFID)
- 5.9 Storage & Data Management Products
- 5.10 Training Solutions

Second, FOCUS vendor partners are authorized to add new product lines and replace discontinued product lines. Merced County will be notified of such product changes (with pricing) as they occur. Pricing will always reflect the most recent discounts. Additional discounting, such as promotional pricing, may be offered when available. Products will have a percentage discount or cost plus discount in most cases. In some cases, pricing is contracted through a catalog and/or GSA schedule. Pricing for new products and services will be contracted through pricing offered at General Services Administration (GSA) "Advantage!". Replacement of discontinued

product lines will be contracted by maintaining the pricing level discounts current under contract. For the replacement of discontinued product lines under a catalog pricing schedule, replacement products and services will be contracted at General Services Administration (GSA) "Advantage!" pricing. At least once per fiscal quarter, a product and service catalog will be updated and delivered electronically by Contractor.

Third, Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10% of the total price of the Purchase Order.

Fourth, Merced County reserves the right to receive and process all orders at a future date.

FIFTH, VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.

1.3 Services

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

- Exhibit A - County's Request for Joint Venture Proposal
- Exhibit B - Contractor's Responding Proposal
- Exhibit C - Contractor's Equipment and Services Agreement ("ESA") for FOCUS users

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

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

1. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.
2. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.
3. Help agencies meet State of California small, certified business requirements.
4. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

1. Corporate level management support and resource commitment to the FOCUS.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS and rewarding successes.

4. An aggressive marketing strategy.
 5. Excellence in customer support and service.
 6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
 7. A commitment to include Merced County in semi-annual FOCUS planning/strategy meetings.
 8. A commitment to meet on FOCUS progress each quarter.
 9. A product and service quality assurance program that meets or exceeds industry excellence standards.
 10. The most competitive pricing given to a state/local government agency for the array of products and/or services offered. NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
 11. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
 12. An effort to develop an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments.
 13. An on-line and e-mail communications system to handle routine and/or emergency discussions and actions.
 14. A customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
 15. Product, service, and installation excellence to any location that meets industry's highest standards.
 16. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
 17. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.
 18. All telecommunications services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC is required.
 19. All products must meet or exceed the specifications of the referenced brands.
- 1.5 Mandatory Administrative Requirements
1. A system to immediately notify Merced County of all sales made under FOCUS.
 2. Quarterly and annual sales accountability.

3. A product/service document, paper or electronic — to be produced at least 4 times per year. **NOTE:** Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased.
4. Price increase/price decline policies (Note: all price reduction changes must be published within 72 hours).
5. Administration, marketing, and management fees for Merced County.
6. Subcontractor list (See Contract Attachment 1).
7. Ordering, reporting, and reconciliation procedures (See Contract Attachment 2).

2. TERM

The term of this Agreement shall commence on the 21st day of July, 2009, and continue until the 20th day of July, 2011, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION AT WILL" as set forth elsewhere in this Agreement. Through mutual agreement, the contract may be extended for additional terms.

3. ADMINISTRATION, MARKETING, AND MANAGEMENT FEES

Contractor agrees to pay Merced County administration, marketing, and management fees in accordance with Attachment 3 on a quarterly basis. Payment is to be made not later than 30 days following the end of the quarter (April 30, July 31, October 31, January 31). **NOTE:** The amount/percentage of compensation is CONFIDENTIAL PROPRIETARY INFORMATION and not releasable to the general public, except to the extent permitted by law.

4. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency) located in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions of Exhibit C (and as amended from time to time). The public agency shall make purchases in their own name, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract and in accordance with the terms and conditions of Exhibit C ("ESA").

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

5. PROGRAM UTILIZATION REQUIREMENTS

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

6. NON-FOCUS VENDORS

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

7. REPORTS AND INFORMATION

Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to the Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

As a minimum, Contractor agrees to provide quarterly sales reports delineating state and regional sales activities and quarterly/annual reports specifying sales totals and the names of clients using the FOCUS program.

8. TERMINATION FOR CAUSE

If Contractor shall fail to comply with any of the Contractor's obligations under this Agreement or otherwise breach this Agreement, County may, in addition to any other remedies it may have, terminate for cause, this Agreement by giving ten (10) calendar days written notice to Contractor in the manner set forth under Section "NOTICES". In the event of any proceedings by or against the Contractor, i.e. bankruptcy, insolvency, appointment of a receiver or trustee, or any assignment for the benefit of creditors, the County shall exercise its right of cancellation under this section.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary hereinabove or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder or deliverables or products ordered before the effective date of termination to the time specified in said notice. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

10. MODIFICATION OF THE AGREEMENT

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

11. INSURANCE

A. Prior to commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance including additional insured languages for items 1 and 2 below. The insurance carrier shall endeavor to give County notice of cancellation or non renewal at least 10 days prior to the cancellation or non renewal of any required coverage. Each certificate of insurance shall specify if Contractor has a SIR,.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage and

including contractual liability coverage. The County and its officers, employees, and agents shall be included on the required Commercial General Liability policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026.

- 2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.
- 3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident/disease/policy limits. To the fullest extent allowable by law the policy shall include a waiver the insurer's subrogation rights against the County.
- 4. Professional Liability: \$1,000,000 limit per claim or wrongful act and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.
- 5. Deductibles: Contractor shall disclose on the insurance certificate and be responsible for any deductibles and shall not look to County for recovery from any loss under Contractor's self insured retention, self-insurance or insurance coverages. Permission is granted to Contractor to self insure any of the required coverages.

B. Insurance Conditions

- 1. The County requires insurance carriers to maintain during the contract term, a Best Key Rating of A-VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- 2. Each Insurers of each of the required policies, noted above, shall endeavor to provide the County with 30 days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
- 3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work".
- 4. Failure to Maintain Coverage: If the Contractor fails to maintain any of the insurance coverage required herein, County may declare the Contractor in breach, suspend or terminate the Contract.

12. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, subcontractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense, defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Contractor shall not be liable under this Section "INDEMNIFICATION" for damages caused by service or equipment that is not furnished by Contractor under this Agreement.

13. INDEPENDENT CONTRACTOR

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

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

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

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

14. RECORDS AND INSPECTIONS

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

15. OWNERSHIP OF DOCUMENTS

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

16. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all

reports, designs, drawings, plans, information, specifications, and other items and services furnished under the Agreement.

Warranty will be provided as contained in Exhibit C.

17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

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

18. ENTIRE AGREEMENT

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

19. COUNTY NOT OBLIGATED TO THIRD PARTIES

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

20. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The Contractor and the County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to the Contractor and County, their subgrantees, contractors, or subcontractor, and their work.

21. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

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

22. PRICING

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

23. LEASING

The parties agree that FOCUS users have the option to enter into a lease to purchase (LTOP) or an operational lease (with or without residual buy-out value at the conclusion of the lease term, including bundled services) for all products and services covered under this Agreement.

24. PROMOTIONAL PRICING

Products offered under Manufacturer's promotions will be sold at the promotional list price if the promotional price is less than the contracted discount price.

25. PERSONNEL

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

26. NOTICES

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

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

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

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

<p>County: Director, Commerce, Aviation, and Economic Development Merced County 2507 Heritage Drive Atwater, CA 95301</p>	<p>Contractor AT&T / Virginia Del Rey, RVP 16755 Von Karman Suite 100 Irvine, CA 92606</p>
--	--

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

27. APPLICABLE LAW; VENUE

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

Notwithstanding any other provisions of this Agreement, any dispute involving Merced County concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, or in the Federal District Court having jurisdiction for Merced County unless the parties agree otherwise or are otherwise required by law.

28. WAIVER

Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

29. BREACH OF CONTRACT

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

30. REMEDY FOR BREACH AND RIGHT TO CURE

"Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may invoke this remedy for breach clause. County will provide Contractor with at least 30 days prior written notice specifying the obligations required to be performed and describing the action the County intends to take to cure such performance should Contractor fail to do so including, but not limited to, the County itself performing, or causing the performance of, such agreement or obligation. In the event County must take action to cure the breach, Contractor will, on written demand, fully reimburse County for all such expenditures, subject to Section "BREACH OF CONTRACT".

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

31. SUCCESSORS IN INTEREST

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

32. CONFLICT OF INTEREST

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

33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS),

or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

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

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

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

34. CAPTIONS

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

35. SUBCONTRACTS – ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent, "except that Contractor reserves the right to assign this Agreement directly to an Affiliated entity with prior notice to County." Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

36. SEVERABILITY

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

37. DUPLICATE COUNTERPARTS

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

38. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

39. LICENSES AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Merced,

Attachment: AT&TNortel-AvayaDed.Tech_FY14-SupportingDocs (13-R-3557 : AT&T Nortel-Avaya Dedicated Technician, FY14 Co-op

and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

County of Merced

Pacific Bell Telephone Company, d.b.a. AT&T DataComm

By *Deidre F. Kelsey*
Signature

By *Jim Harari*
Signature

DEIDRE F. KELSEY JUL 21 2009
Name

Jim Harari
Name

CHAIRMAN, BOARD OF SUPERVISORS
Title

Executive Director of Sales
Title

APPROVED AS TO FORM
JAMES N. FINCHER
COUNTY COUNSEL

By *[Signature]*

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ATTACHMENT 1

SUBCONTRACTORS

Adtran
AMX
APC
Aruba Networks
AT Comm
Avaya
AXIS
BenQ
Blue Coat
Checkpoint
Cisco Systems
Cistera Networks
Commscope
Crown
Dell
Draper
EMC
Extreme Networks
Extron
F5
Fatpipe
Fluke
Global Knowledge
Haivision
HP
Ironport
Juniper Networks
Kramer

Lifesize
LG
Middle Atlantic
NetApp
Nokia
Nortel Networks
ONNSI
Packeteer
Peerless
Pelco
Polycom
Quintum
Radvision
Riverbed
RDL
Sanyo
ShoreTel
Skyline
Sony
Sonicwall
Spectralink
Tandberg
Telco Systems
3Com
Tripp Lite
VBrick
Vidyo
VTel

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ATTACHMENT 2

ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

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

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

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

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

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

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

ATTACHMENT 3

MERCED COUNTY COMPENSATION

(The information below is "Confidential Proprietary Information" and may not be disclosed without proper authority.)

A straight fee of one-half of one percent (.0050) will be paid to Merced County on all FOCUS based orders.

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FIRST AMENDMENT
TO
CONTRACT NO. 2009177
BETWEEN
MERCED COUNTY
AND
AT&T DATACOMM, INC.

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

WHEREAS, the original term of Contract No. 2009177 commenced on July 21, 2009, and continued through July 20, 2011; and,

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

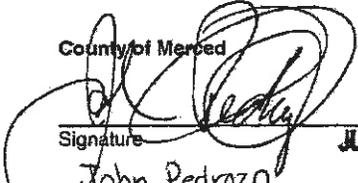
NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

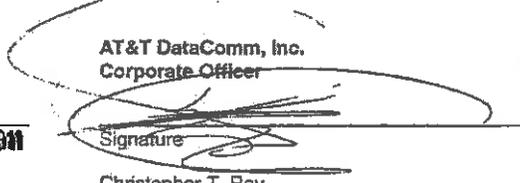
MODIFICATIONS:

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

The term of this Agreement shall commence on the 21st day of July, 2009, and continue until the 20th day of July, 2013, subject to the right of termination as set forth herein.

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

County of Merced

Signature **JUN 7 2011**
John Pedrozo
Name
Chairman, Board of Supervisors
Title

AT&T DataComm, Inc.
Corporate Officer

Signature
Christopher T. Roy
Name
Vice President Government/Education – West
Title

APPROVED AS TO LEGAL FORM:
James Fincher
Merced County Counsel


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ENGINEERING / PROJECT MANAGEMENT

Implementation

Implementation Staging - Preconfiguration of CPE

Implementation Installation - Initial installation of all onsite CPE

Implementation is a professional service offered by AT&T that combines a well-trained, well-equipped integrator to seamlessly install and integrate your new network. AT&T engineers perform installation and have extensive experience with all major vendors and manufacturers' equipment. We test interoperability with other products and provide the most complete in

Implementation Project Management - Project management for complex installation of CPE.

Project Management is a critical networking service from AT&T that can provide the State with professional project management to develop and implement comprehensive project processes and plans. Project Management includes the development of project site schedules, project acceptance criteria, and other key deliverables that support your overall plan. Project Management coordinates project resources including your staff and other internal AT&T resources, as well as WAN/remote and other 3rd party resources. Our project managers define the project responsibility assignments for you.

Implementation Project Coordination - Project coordination for basic (non-complex) installation of CPE.

The assignment of a project coordinator in place of the project manager is appropriate for limited transactions.

VENDOR	FEATURE NAME	IDENTIFIER / PART NUMBER
AT&T	Field Tech 1 - Normal Hours	ATTFE1
AT&T	Field Tech 1 - Outside Normal Hours	ATTFE1.2
AT&T	Field Tech 2 - Normal Hours	ATTFE2
AT&T	Field Tech 2 - Outside Normal Hours	ATTFE2.2
AT&T	Network Consultant 1 - Normal Hours	ATTNC1
AT&T	Network Consultant 1 - Outside Normal Hours	ATTNC1.2
AT&T	Network Consultant 2 - Normal Hours	ATTNC2
AT&T	Network Consultant 2 - Outside Normal Hours	ATTNC2.2
AT&T	Project Manager - Normal Hours	ATTPM
AT&T	Project Manager - Outside Normal Hours	ATTPM.2
AT&T	Project Coordinator - Normal Hours	ATTPC
AT&T	Project Coordinator - Outside Normal Hours	ATTPC.2
AT&T	Senior Consultant	ATTSC
AT&T	Principal Architect	ATTPA
AT&T	Implementation Staging	ATTIS

Consulting

Customer Premises Equipment (CPE) Services

AT&T Consulting Services are a variety of networking and security infrastructure solutions that focus on the client's technology and organizational needs. AT&T Consulting Services delivers concept through implementation and support as part of the suite of AT&T Solutions. AT&T Consulting Services helps you make the most of your network investment.

Consulting practices and engagements available include:

Security Practice Offerings

- Vulnerability Assessment
- Secure Network Design (VPN, firewall, PKI, anti-virus)
- Information Security
- Policy Development
- Business Continuity and Disaster Recovery Planning
- Security Architecture Evaluation (SAE)
- Homeland Security Risk Assessment
- Penetration Testing
- HIPAA Assessment

Network/Systems Operations Management Programs

- Operations Strategy and Roadmap
- Technology Architecture and Integration
- Operations Transition Planning

Advanced Infrastructure Practice

- Network Health Check
- Content Networking Design
- IDC Centralized Data Storage Services: SAN/NAS
- Application Profiling and Modeling
- Intelligent Networking-QoS
- Wireless Infrastructure Services
- Layer 1-3 Network Infrastructure Services

Enterprise Operating Systems Programs

- Windows Server and Active Directory Architecture
- Cost-cutting Solutions
- Integrated Communications Infrastructure
- Messaging and Microsoft Exchange
- Windows Operations Management and Security

Data Center Programs

- Data Center Capabilities Assessment
- Data Center Architecture and Integration
- Data Center Relocation and Consolidation Options

Pre-Implementation

AT&T offers the following pre-implementation, implementation, and post-implementation services for CPE.
Site Survey - Facility site survey required for successful design and implementation of CPE supporting premises.
Network Design - Design for CPE

VENDOR	FEATURE NAME	IDENTIFIER / PART NUMBER
AT&T	Network Consultant 1 - Normal Hours	ATTNC1
AT&T	Network Consultant 1 - Outside Normal Hours	ATTNC1.2
AT&T	Network Consultant 2 - Normal Hours	ATTNC2
AT&T	Network Consultant 2 - Outside Normal Hours	ATTNC2.2

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AT&T
AT&T

Senior Consultant
Principal Architect

ATTSC
ATTPA

CABLING

Structured Cabling Services

Planning and design of new cabling facilities within customer's building to tie back into the network at the MPI requirements and cable size. Determination of pathway requirements as appropriate. Placement, testing, and
Planning and design of all new facilities within, including the most appropriate alternative path into or out of cu network provider. Determination of cable footage requirements and cable size. Consultation with building own owner obligations. Determination of conduit requirements and equipment selection as appropriate. Placemen pulling, splicing, and terminating all new facilities and end-to-end testing of new facilities to validate installatio

Technician Station Cabling

Labor only (regular hours) Technician properly trained and experienced in the installation of inside wire station Placement, testing, and certification of inside cable for communication services.

Inside Wireman Conduits & Raceways

Labor only (regular hours) Electrician certified to install raceway or conduit systems designed to carry or cont conductors (e.g., power, communications, and signal).

Engineer / Inspector

Labor only (regular hours). Engineer / Inspector trained and experienced in the planning, design and inspecti a customer's building. Knowledgeable in EIA/TIA standards and NEC codes.
Can determine cable and conduit routing and sizing, as appropriate.
Also available for inspection services.

VENDOR	FEATURE NAME	IDENTIFIER / PART NUMBER
AT&T	Technician Station Cabling Regular Hours	IWLR-T
AT&T	Technician Station Cabling Overtime Hours	IWLO-T
AT&T	Inside Wireman Conduits & Raceways Regular Hours	IWLR-W
AT&T	Inside Wireman Conduits & Raceways Overtime Hours	IWLO-W
AT&T	Engineer / Inspector Labor only Regular Hours	IWLR-E

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AT&T
Engineer / Inspector
Labor only
Overtime Hours

IWLO-E

ition team with a highly skilled support organization to
experience with numerous technologies, environments,
stallation service in the industry.

project managers who work closely with your project team
atement of work, bill of materials, master schedule and
Management provides a project manager who
e access service providers, cabling contractors, and

al implementations that occur over a short timeframe.

PRICE	UNIT OF MEASURE
\$125.00	Hourly
\$187.50	Hourly
\$150.00	Hourly
\$225.00	Hourly
\$185.00	Hourly
\$277.50	Hourly
\$250.00	Hourly
\$375.00	Hourly
\$150.00	Hourly
\$225.00	Hourly
\$100.00	Hourly
\$150.00	Hourly
\$250.00	Hourly
\$350.00	Hourly
\$125.00	Hourly

development of architectural frameworks for both your
d management, in conjunction with

se-based systems.

PRICE	UNIT OF MEASURE
\$185.00	Hourly
\$277.50	Hourly
\$250.00	Hourly
\$375.00	Hourly

\$250.00 Hourly
\$350.00 Hourly

OE. Determination of inside cable type, footage
l certification of new inside cable.
ustomer's property to tie back into
ner for placement of terminating equipment and building
it and testing of new facilities, including cable
n.

n cabling for new and existing buildings.

ain electrical

ion of cable facilities within

PRICE UNIT OF MEASURE

\$110.00 Hourly

\$175.00 Hourly

\$175.00 Hourly

\$250.00 Hourly

\$110.00 Hourly

\$175.00 Hourly

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