



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: **AUG - 8 2017**

AT&T Corp.
P.O. Box 5095
Carol Stream, IL 60197-5095

Attention: Asif Iqbal, Sales Manager – AT&T Government & Education Solutions

Reference: RFP2000002010; Next Generation Core Services Solution (NGCS)

Dear Mr. Iqbal:

Acceptance Agreement

Contract Number: 4400007825

This acceptance agreement signifies a contract award for the provision of Next Generation 9-1-1 ESInet and Core Services for Fairfax County Government and Participating PSAP's. The period of the contract shall be for Five Years from Date of Award, with five (5) one-year renewal options or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) The Attached Memorandum of Negotiations.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provisions, Section 16 within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Jamie Pun, at 703-324-3653 or via e-mail at jamie.pun@fairfaxcounty.gov.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427

Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone 703-324-3201, **TTY:** 711, **Fax:** 703-324-3228



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MEMORANDUM OF NEGOTIATIONS RFP2000002010

The County of Fairfax (hereinafter called the County) and AT&T (hereinafter called the Contractor) hereby agree to the following in the execution of Contract 4400007825 for Next Generation Core Services Solution (NGCS). The final Contract contains the following documents listed in the order of precedence:

- a. This Memorandum of Negotiations;
- b. County's Request for Proposal RFP2000002010, as amended below, and all Addenda;
- c. The Contractor's revised Technical Proposal dated July 11, 2017 and the Contractor's revised Cost Proposal dated July 11, 2017;
- ~~d. County's purchase order; Ctm 8/8/17~~
- ~~e. Any amendments subsequently issued; Ctm 8/8/17~~
- f. The attached AT&T Emergency Service IP Network (AT&T ESInet™) Service Guide.

In addition, the County and the Contractor hereby agree to the following additional or revised Contract terms:

1. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 32.1, 32.2, 32.3, 32.4, 32.5, and 32.6 in a new Section 32, which shall be titled "Responsibilities of the Parties".

32. RESPONSIBILITIES OF THE PARTIES

- 32.1 Contractor will, through its Affiliate AT&T Corp. or such other Affiliate or subcontractor mutually agreed to by the parties or identified in the AT&T's RFP response or that Contractor in its discretion deems appropriate, provide the AT&T Consulting Professional Services as described in Statements of Work (SOWs) that are mutually agreed to by the parties and attached to this Agreement as Schedules. Each SOW is effective, incorporated into and made part of this Agreement, when signed by both the County and Contractor.
- 32.2 Contractor will assign resources with the appropriate skills to meet the County's project requirements. However, any tasks identified that are outside the scope of projects described in the SOWs will be addressed with additional services offered to the County through a change order. If the scope of the project, number or locations of Sites, start and finish dates, work to be done, or other material parameters of the project change, Contractor and the County shall revise the SOWs accordingly or use the change order process and make appropriate revisions to the charges for the Services.

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- 32.3 The County agrees to provide all information and cooperation necessary for implementation of the Services, including but not limited to access to individuals and facilities, determination of schedules, and selection from among alternative designs. The County shall provide a single point of contact through whom Contractor may obtain information and assistance regarding projects between the parties. Contractor will rely on all information provided by the County and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. The County shall provide a suitable and safe environment for Contractor's work at the County's premises. The County represents that the area of the County's premises within which Contractor performs Services shall be reasonably free of Hazardous Materials. Contractor shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.
- 32.4 Each party shall comply with all applicable laws and regulations.
- 32.5 The County grants Contractor limited revocable access rights to the property and premises that the County controls subject to Fairfax County IT Security Policies. The County shall cooperate with Contractor's efforts to procure such access rights for the portions of the property not under the County's control.
- 32.6 Unless applicable local law or regulation mandates otherwise, the County may not resell any portion of a Service to third parties.
2. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 33.1, 33.2, 33.3 and 33.4 in a new Section 33, which shall be titled "Confidentiality or Use of Information".

33. Confidentiality or Use of Information

- 33.1 The parties acknowledge that it may be necessary for each of them, as Discloser, to provide to the other, as Recipient, certain information, considered to be confidential and proprietary by Discloser ("INFORMATION"), for the purposes of this Agreement. INFORMATION provided to Recipient in written or other tangible or electronic form must be marked with a confidential notice. INFORMATION orally or visually provided must be designated by Discloser as confidential at the time of disclosure and reduced to writing marked with a confidential notice and provided to Recipient within thirty (30) days after such disclosure. Discloser's INFORMATION does not include: (i) any information publicly disclosed by Discloser; (ii) any information Discloser in writing authorizes Recipient to disclose without restriction; (iii) any information Recipient already lawfully knows at the time it is disclosed by Discloser, without an obligation to keep it confidential; (iv) any information Recipient lawfully obtains from any source other than Discloser, provided that such source lawfully disclosed such information; or (v) any information Recipient independently develops without use of or reference to Discloser's INFORMATION, and such development can be proven by written documentation.

- 33.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used and transmitted between countries only for purposes of performing this Agreement (including in the case of Contractor, the ability to monitor and record the County's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services), using the Services or evaluating potential amendments to this Agreement; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that 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 33), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).
- 33.3 The restrictions in this Section shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.
- 33.4 Both parties agree to comply with privacy laws applicable to their respective businesses. The County shall obtain any User consents legally required relating to handling of User's Content. If the County believes that, in the course of providing Services under this Agreement, Contractor will have access to data the County does not want Contractor personnel to comprehend, the County should encrypt such data so that it will be unintelligible.
3. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 34.1 and 34.2 in a new Section 34, which shall be titled "Publicity & Trademarks".
- 34. Publicity & Trademarks**
- 34.1 Neither party may issue any public statements or announcements relating to this Agreement without the prior written consent of the other party.
- 34.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's Marks without the other party's prior written consent, provided that such consent may be revoked at any time.
4. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 35.1, 35.2, 35.3, 35.4 and 35.5 in a new Section 35, which shall be titled "Limitation of Liability".

35. Limitation of Liability:

- 35.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF SECTIONS 33 (Use of Information) OR 34 (Publicity and Trademarks), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY THE COUNTY FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT THE COUNTY'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

(iii) THE LIMITATIONS IN THIS SECTION 35 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF SECTION 33 (Use of Information) OR SECTION 34 (Publicity and Trademarks).

35.2 NEITHER PARTY SHALL 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 OF ANY KIND OR INCREASED COST OF OPERATIONS.

35.3 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

35.4 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY:

(i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

35.5 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION 35 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

5. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 36.1, 36.2, 36.3 and 36.4 in a new Section 36, which shall be titled "Intellectual Property Rights":

- 36.1 All intellectual property and proprietary rights arising by virtue of Contractor's performance of the Services are and will be the sole and exclusive property of Contractor, and neither ownership nor title to any such property will pass to the County.
- 36.2 The County shall own the copies of any reports produced and furnished to the County by Contractor in providing the Service ("Reports"), and the County is hereby granted, under Contractor's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify the Reports for the County's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.
- 36.3 Contractor hereby grants to the County the non-exclusive, personal, and non-transferable right to use any items (other than Reports) produced and furnished to the County by Contractor in providing the Services, solely for the County's own internal business purposes during the term of this Agreement, or for such other purposes as may be mutually agreed in writing by the parties.
- 36.4 Except as otherwise specified herein, no other right or license to or under any of Contractor's intellectual property rights is either granted or implied under this Agreement.

6. The parties mutually agree to add the following language to the Special Provisions of the RFP in new Paragraphs 37.1, 37.2, 37.3 and 37.4 in a new Section 37, which shall be titled "Miscellaneous":

37. Miscellaneous

- 37.1 Any legal action arising in connection with this Agreement must begin within five (5) years after the cause of action arises.
- 37.2 Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if sent 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 from 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 from 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 such other office or recipient as designated in writing from time to time.
- 37.3 This Agreement does not provide any third party with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

37.4 THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CUSTOMER'S PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT OR AN ATTACHMENT.

7. The parties mutually agree that the Section 16 titled "INSURANCE" of the Special Provisions of the RFP is deleted and is replaced with the following language:

16.1. The contractor is responsible for its work and for all materials, tools, equipment, appliances, and property of any and all description used in connection with the project, whether owned by the contractor or by the County. The contractor assumes all risks of direct and indirect damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under, or connected in any way with the contract by Contractor or its employees, volunteers or subcontractors.

16.2. The Contractor shall, during the continuance of all work under the Contract provide the following:

- a. Maintain statutory Worker's Compensation and Employer's Liability insurance in limits of \$100,000 to protect the Contractor from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers, or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.
- b. The contractor agrees to maintain Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, to protect the contractor, its subcontractors, and the interest of the County, against injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the contract or in connection with contracted work.
- c. The contractor agrees to maintain owned, non-owned, and hired Automobile Liability insurance, in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned borrowed, leased, or rented vehicles operated by the Contractor.
- d. The contractor agrees to maintain Cyber Liability insurance in the amount of \$5,000,000 per claim/aggregate to protect the Contractor in the event of a data breach.

- e. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - f. Rating Requirements:
 - 1. The contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A minus:VI.
 - 2. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the contractor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A minus:VI or better.
 - g. Indemnification: Article 63 of the General Conditions and Instructions to Bidders (Appendix A) shall apply.
 - h. The Contractor will provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein, and shall have it filed with the County Purchasing Agent and/or Risk Manager before any work is started.
 - i. If the Contractor delivers services from a County-leased facility, the Contractor is required to carry property insurance on all equipment, to include County-owned installed and maintained equipment used by the contractor while in their care, custody and control for use under this contract. Contractor may self insure this coverage.
- 16.3. Contractor shall provide at least a thirty (30) day written notice to the County Purchasing Agent and/or Risk Manager of cancellation or non-renewal of any required coverage that is not replaced. The contractor shall furnish a new certificate prior to cancellation date. The failure of the contractor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- 16.4. Compliance by the contractor with the foregoing requirements as to carrying insurance shall not relieve the contractor and all subcontractors of their liabilities provisions of the contract.
- 16.5. Contractual and other liability insurance provided under this contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The contractor shall assume all on-the-job responsibilities as to the control of persons directly employed by it and of the subcontractors.

- 16.6. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the County. The contractor shall be as fully responsible to the County for the acts and omissions of the subcontractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
 - 16.7. Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - 16.8. The Contractor and all subcontractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this contract.
 - 16.9. The County of Fairfax, its employees and officers shall be included as an additional insured in the required Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage is primary to all other coverage the County may possess.
8. The parties mutually agree that the Section 23 titled "PROJECT AUDITS" of the Special Provisions of the RFP is deleted and replaced with the following language:
- 23.1 The Contractor shall maintain books, records and documents of all costs and data in support of the services provided. Fairfax County or its authorized representative shall have the right to audit the books, records and documents of the contractor under the following conditions:
 - a. If the contract is terminated for any reason in accordance with the provisions of these contract documents in order to arrive at equitable termination costs;
 - b. In the event of a disagreement between the contractor and the County on the amount due the Contractor under the terms of this contract;
 - c. To check or substantiate any amounts invoiced or paid which are required to reflect the costs of services, or the Contractor's efficiency or effectiveness under this contract; and,
 - d. If it becomes necessary to determine the County's rights and the contractor's obligations under the contract or to ascertain facts relative to any claim against the Contractor that may result in a charge against the County.
 - 23.2 Subject to Contractor's reasonable security requirements, these provisions for an audit shall give Fairfax County unlimited access during normal working hours to the Contractor's books and records under the conditions stated above.
 - 23.3 Unless otherwise provided by applicable statute, the contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to Fairfax County for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor but without direct charge to the County, all its books, records documents and other evidence bearing on the costs and expenses of the services relating to the work hereunder.

- 23.4 Fairfax County's right to audit and the preservation of records shall terminate at the end of three (3) years as stated herein. The Contractor shall include this "Right of Audit and Preservation of Records" clause in all subcontracts issued by it and they shall require same to be inserted by all lower tier subcontractors in their subcontracts, for any portion of the work.
- 23.5 Should the Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to insure Fairfax County's rights hereunder, the Contractor shall be liable to Fairfax County for all reasonable costs, expenses and attorney's fees which Fairfax County may have to incur in order to obtain an audit or inspection of or the restoration of records which would have otherwise been available to Fairfax County from said persons under this clause. Such audit may be conducted by Fairfax County or its authorized representative.
- 23.6 The County may employ such assistance, as it deems desirable to conduct such reviews, but may not employ the assistance of any entity that derives a substantial portion of its revenues from the provision of services that are substantially similar to the Services provided hereunder or any person who has previously made prohibited use of Contractor's confidential information. The County shall cause any person retained for this purpose to execute a non-disclosure agreement. Such reviews shall take place at a time and place agreed upon by the parties. The County's normal internal invoice reconciliation procedures shall not be considered a review of Contractor's relevant billing records.
9. The parties mutually agree that the second sentence of Paragraph 32 (TERMINATION FOR CONVENIENCE) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:
- Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.
10. The parties mutually agree to add the following language after the second sentence of Paragraph 33.a (TERMINATION OF CONTRACT FOR CAUSE) of the General Conditions and Instructions to Bidders (Contract Appendix A):
- Contractor will be given a thirty (30) day cure period as a pre-requisite to termination for cause.
11. The parties mutually agree that Paragraph 38 (Non-Liability) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:
38. **NON-LIABILITY**-The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion,

are beyond the control of the Contractor. Under such circumstances, however, the Purchasing Agent may, at his or her discretion, cancel the contract, with a thirty (30) working day notification period prior to the termination date of a Notice of Termination.

12. The parties mutually agree that Paragraph 43 (PRICE REDUCTION) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:

- 43. PRICE REDUCTION-**If at any time after the date of the bid the Contractor makes a general price reduction in the comparable aggregate price of the services covered by the contract to customers in the Commonwealth of Virginia, District of Columbia and the State of Maryland based on similar quantities (specifically population sizes of 125,000 population per primary PSAP or greater) and terms and conditions and other relevant considerations, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). The benchmarking review to consider price reductions for the County based on other customer pricing within the Commonwealth of Virginia, the District of Columbia and the State of Maryland shall be conducted every 18 months until contract completion. Contractor will certify the results in writing to the County within 30 days after the completion of a benchmarking review so that appropriate price reductions in the contract terms can be made to the County contract. Such price reduction shall be effective within 30 days of the completion of the benchmarking review and no retroactive adjustments shall be made.

For purpose of this provision, a "general price reduction" shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor's customer generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a "general price reduction" under this provision.

Where one or more such general price reductions were made, the statement furnished by the Contractor shall include with respect to each price reduction (1) the date when notice of any such reduction was issued, (2) the effective date of the reduction, and (3) the date when the Purchasing Agent was notified of any such reduction.

13. The parties mutually agree to add the following language after the last sentence of Paragraph 49 (COMPLIANCE) of the General Conditions and Instructions to Bidders (Contract Appendix A):

Any final decision by the Purchasing Agent can be challenged by Contractor, as provided under the Code of Virginia, through the normal Contractual Dispute process outlined in Paragraph 73, Contractual Disputes.

14. The parties mutually agree that Paragraph 50 (POINT OF DESTINATION) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:

50. **POINT OF DESTINATION-** Contractor retains title for the AT&T ESInet™ Service Network Terminating Equipment (NTE) from delivery through performance of service through the term of the contract. At no point does title transfer to the County. Contractor will pay for shipping to the destination. The County is responsible for the storage of the equipment. The County PSAP or host is also responsible to provide suitable space, power, ground, and environmental controls for the NTE, as described in the Service Guide.

15. The parties mutually agree that Paragraph 58 (PAYMENT) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:

58. **PAYMENT-AT&T ESInet™** Service Fees are applicable upon Service Activation of the Service. The Service Activation for the Service and/or Service Component occurs when Contractor provides notice that the Service transition is complete and the Service and /or Service Component is available for use by the PSAP or Host location (Service Activation), regardless of the readiness of the County Premise or the provision status of other County components. The County has 30 days from Contractor's notice of Service Activation to provide written notice of any issues with the Service. Upon completion of such corrective actions Contractor shall provide a new notice of Service Activation, and the County will have 30 days from receipt of the new Service Activation Date to provide Contractor written notice on any remaining issues with the Service.

If the County does not provide written notice of an issue by the end of 30 days, then it shall be deemed that the County accepted the Service.

16. The parties mutually agree that Paragraph 61.a (General Guaranty) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:

a. Save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition; secret process, patented or unpatented; invention; article or appliance furnished or used in the performance of a contract for which the Contractor is not the patentee, assignee, licensee or owner. The above obligation shall not apply where the claimed infringement arises solely out of or results from: (a) County's or a User's content; (b) modifications to the Service by County, or combinations of the Service with any non-AT&T services or products by County; (c) AT&T's reasonable adherence to County's written requirements; or (d) use of a Service in violation of the Contract.

17. The parties mutually agree that Paragraph 63 (INDEMNIFICATION) of the General Conditions and Instructions to Bidders (Contract Appendix A), is deleted and replaced with the following language:

63. INDEMNIFICATION

63.1 General Indemnity-Contractor shall indemnify and hold Fairfax County and its Affiliates and its and their respective officers, directors, partners, principals, employees, agents, successors and permitted assignees harmless against damages arising out of third party claims resulting from bodily injury to or death of any person or loss of or damage to tangible real or tangible personal property, to the extent that such liability, loss, damage or expense was proximately caused by the negligent act or omission or the willful or intentional misconduct of Contractor, its agents, employees or subcontractors, in connection with the provision or use of Services. Notwithstanding the foregoing, this indemnity obligation shall not be construed to abridge or otherwise undermine either party's partial immunity under state or Federal law as a 9-1-1 service provider.

63.2 Indemnity for Intellectual Property Infringement-Contractor's Obligations. Contractor agrees at its expense to defend and either to settle any third-party claim against the County, 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 the County under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement solely arises out of or results from: (a) the County's, its Affiliate's or a User's content; (b) modifications to the Service by the County, its Affiliate or a third party under the direction and control of the County, or unapproved combinations of the Service with any non-AT&T services or products by the County; (c) Contractor's reasonable adherence to the County's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement."

- a. **Infringing Services.** Whenever Contractor is liable under Section 63.2, Contractor may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.
- b. **Notice and Cooperation.** The party seeking defense or settlement of a third-party claim under this Section will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section.
- c. Contractor's obligations under Section 63.2 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services. [note that Section 63.2.c would

not apply to the ESInet Services, but would apply to optional purchases of equipment or software that would require a EULA]

18. Contractor will comply with the Contractor's Security Policy, ASPR, which the Contractor represents is substantially similar to the County's IT Security Policy. If a substantial conflict arises between the two policies during the course of work at Fairfax County Government, the Contractor agrees to notify the County of such conflict, and the parties will mutually agree in writing how to proceed.
19. AT&T ESInet™, a service that uses a nationwide infrastructure serving multiple customers, is described in two "Service Guides" called the "AT&T ESInet™ Service Guide" and the related "AT&T Business Service Guide: General Provision and Glossary", ("the AT&T Business Service Guide"), both of which are subject to change from time to time. Changes to the AT&T Service Guide and the AT&T Business Service Guide are generally intended to add service features or functions to further enhance or refine the product or provide clarifications. Upon making such changes to either of the Service Guides, Contractor will provide written notice to the County within five business days of the publication of such changes to the Service Guides or to service components or features used by Fairfax County. Any material Service Guide Change (as described more fully below) introduced by Contractor does not change the terms and conditions of the Service Guides agreed to by Fairfax County at the time of contract award until such change is reviewed and accepted by a meeting with the County.

The County agrees, that within 30 days of receipt of changes, it will confirm its acceptance of the noted changes or provide written notice of non-consent to the changes. The County agrees that it will not unreasonably withhold or delay acceptance of a Service Guide Change. Notwithstanding the forgoing, Contractor will not be required to obtain consent from the County if changes are necessary to (i) address an emergency or threat to the security or integrity of the Service, (ii) respond to claims, litigation or loss of license rights related to the third party intellectual property rights, or (iii) comply with a change in law, prevailing industry standards or request of a government entity.

If Fairfax County is currently using a Service Component or feature scheduled to be discontinued, Contractor will work with Fairfax County to identify a mutually agreeable extension or substitute for the replaced or discontinued Service Component or feature.

As used herein, the phrase "material Service Guide Change" is intended to exclude revisions due to reformatting; the correction of typographical errors; clarifications that do not actually affect the service, features or functions; changes in features and functions that are not being used by the County at the time of the revision; and other revisions that do not impact the County's then-present use of the service.

20. Multiple Location Billing (MLB) locations referenced in GP-2.1 (Multiple Location Billing Option) of the AT&T Business Service Guide will include Fairfax County locations only. Participating public bodies or public agencies will be responsible for their own billing arrangement.

21. The AT&T Business Service Guide contains multiple General Provisions, some of which DO apply and some of which DO NOT apply to the AT&T ESInet™ Service under this contract.

21.1 The following General Provisions (GP) of the AT&T Business Service Guide DO NOT apply to AT&T ESInet™ Service:

- 21.1.1. GP-2.4. Application of Per Minute Rates
- 21.1.2. GP-2.5. Application of Time of Day/Day of Week Rates
- 21.1.3. GP-2.6. Charges Upon Expiration of Commitment
- 21.1.4. GP-2.8. Method of Invoicing for Service
- 21.1.5. GP-3. Country-Specific Provisions
- 21.1.6. GP-3.1. Argentina
- 21.1.7. GP-3.1.1. Billing
- 21.1.8. GP-3.1.2. Payment
- 21.1.9. GP-3.2. Brazil
- 21.1.10. GP-3.3. Panama
- 21.1.11. GP-4.1.2. South Carolina Universal Service Charge
- 21.1.12. GP-4.1.3. Gross Receipts Tax Allotment
- 21.1.13. GP-4.1.3.1. Gross Receipts Tax Allotment Table
- 21.1.14. GP-4.1.4. Property Tax AllotmentGP-4.1.5. Federal Regulatory Fee
- 21.1.15. GP-4.1.6.1. Rate Table CLC-GP: Carrier Line Charge
- 21.1.16. GP-4.1.7. Payphone Use Charge
- 21.1.17. GP-4.1.8. Alaska Wholesale Service Element Charges
- 21.1.18. GP-4.1.9. State Universal Service and Regulatory Fees
- 21.1.19. GP-4.2. Miscellaneous Charges
- 21.1.20. GP-4.2.1. Carrier Line Assessment
- 21.1.21. GP-4.2.1.1. Rate Table GP-CLA: Carrier Line Assessment
- 21.1.22. GP-4.2.2. Administrative Expense Fee
- 21.1.23. GP-4.2.3. Unauthorized Carrier Change Charge
- 21.1.24. GP-4.2.4. Return Check Fee
- 21.1.25. GP-4.2.5. Duplicate Bill Charge
- 21.1.26. GP-4.2.6. Restoration of Service Fee
- 21.1.27. GP-4.2.7. Access Arbitrage Fee
- 21.1.28. GP-4.2.8. Federal Access Recovery Fee (FARF)
- 21.1.29. GP-4.2.9. Administrative Fee
- 21.1.30. GP-5. Service Availability
- 21.1.31. GP-5.1. Withdrawal of Service Matrix
- 21.1.32. GP-9. Jurisdictional Requirement
- 21.1.33. GP-10.3. Usage Limits
- 21.1.34. GP-10.5. Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA)
- 21.1.35. GP-10.7. Acceptable Use Policy
- 21.1.36. GP-10.6. Access Arbitrage

21.2 The following General Provisions (GP) of the AT&T Business Service Guide DO apply to AT&T ESInet™ Service:

- 21.2.1. GP-1. Applicability of General Provisions
- 21.2.2. GP-2. Payment, Billing and Calculation of Charges
- 21.2.3. GP-2.1. Multiple Location Billing Option
- 21.2.4. GP-2.2. Fractional Charges and Credits
- 21.2.5. GP-2.3. Refunds of Credit Balances
- 21.2.6. GP-2.7. Information Required for Invoicing
- 21.2.7. GP-4. General Charges and Fees
- 21.2.8. GP-4.1. Regulatory Charges and Surcharges
- 21.2.9. GP-4.1.1. Universal Connectivity Charge
- 21.2.10. GP-6. Changes in Service Names and Terminology
- 21.2.11. GP-7. Transfer or Assignment
- 21.2.12. GP-8. Agency Agreement
- 21.2.13. GP-10. Fraud, Abuse and Misuse
- 21.2.14. GP-10.1. Termination, Restriction or Suspension of Service for Fraud, Abuse or Misuse
- 21.2.15. GP-10.2. Prohibited Traffic
- 21.2.16. GP-10.4. Automatic Number Identification/Charge Number Service
- 21.2.17. GP-10.8. Use of IP Addresses and Domain Names
- 21.2.18. GP-11. American Recovery and Reinvestment Act of 2009
- 21.2.19. GP-12. Connections
- 21.2.20. GP-13. Installation; Site Access
- 21.2.21. GP-14. AT&T Equipment
- 21.2.22. GP-15. Special Construction
- 21.2.23. GP-15.1. General
- 21.2.24. GP-15.2. Ownership of Plant
- 21.2.25. GP-15.3. No License Granted
- 21.2.26. GP-15.4. Cancellation of Orders
- 21.2.27. GP-16. Entrance Facility Construction
- 21.2.28. GP-17. Glossary

22. The parties mutually agree that Paragraph titled, Installation under GP-13 (Installation; Site Access) of the AT&T Business Service Guide is deleted and replaced with the following language:

Unless otherwise agreed, service will be installed, subject to site readiness, site environment safety, Customer equipment, and connections to services furnished by Customer. AT&T reserves the right to not install Service Components in locations AT&T considers to be unduly hazardous.

23. The parties mutually agree to add the following language after the last sentence of GP-15.4 (Cancellation of Orders) of the AT&T Business Service Guide:

Examples of nonrecoverable costs include the following: costs incurred up to the date of termination for labor, material equipment and permit which shall be documented by receipts for such expenses and have been authorized in advance and have been previously approved in writing by the County.

24. The "Minimum Payment Period" used in AT&T Emergency Service IP Network (AT&T ESInet) Service Guide and AT & T Business Service Guide does not apply to Contract 4400007825.
25. AT&T Public Safety Solutions referenced in AT&T Business Service Guide is not part of the AT&T ESInet™ Service Solution being offered to the County. AT & T Public Safety Solutions consists of Smart911 from AT&T and Panic Button from AT&T.
26. **Principal Billing Agent for a Transition Project**

The contract anticipates multiple efforts where various jurisdictions or entities will plan logically related transitions (i.e., "Transition Projects") from the legacy environment to the AT&T ESInet™ service. In such Transition Projects, a jurisdiction or entity may have available non-local funding resources (e.g., grant funds or other funding sources) to apply against costs associated with a particular Transition Project. Costs are items accounted for in the Contract Pricing schedules and may include, but are not limited to, AT&T ESInet™ Startup fees, Software license fees (e.g., MAPSAG), Special Constructions Costs, other recurring costs, etc. Transition Projects will commonly have a lead jurisdiction or entity fulfilling a role as a Principal Agent or Project Manager for the duration of a specific Transition Project with the lead jurisdiction performing limited duties as a "Billed To Party" on behalf of specific jurisdictions identified in a particular Transition Project. The lead jurisdiction or entity will provide to Contractor a Transition Cost Spend Plan for a specific Transition Project, delineating costs that normally would be billed to individual jurisdictions per the normal terms of the Contract. Contractor will send to the Principal Agent an invoice for services or items delivered, or multiple invoices, depending on an agreed billing schedule, that comprise items delivered according to a Transition Cost Spend Plan. The Principal Agent will pay said invoice(s) on behalf of the other jurisdictions in the Transition Project. Contractor will credit the amount of the Transition Cost Spend plan to the individual jurisdictions in a manner that ensures identified line items costs have been paid for that jurisdiction by the Principal Agent. Such costs will not be billed again to the individual jurisdiction when the Transition Project is completed. Once the Transition Project is completed per the Spend Plan, normal recurring costs and any other costs not covered by the Transition Project will be billed to each individual jurisdiction per the terms of the Contract.

27. Special Construction Costs and adjustments to AT&T ESInet™ pricing for jurisdictions

The Contract includes Special Construction costs for certain jurisdictions, billable upon delivery or completion of the construction or implementation. Some jurisdictions have Special Construction costs which are not yet defined and will be identified as a preparatory step for the inception of a Transition Project. Other adjustments to previously identified Special Construction costs may become necessary in situations where jurisdictions, in the normal course of planning transition to the AT&T ESInet™ service, change the physical location of CPE from the original location. In such cases, jurisdictions or entities will request new cost estimates, per the Contract terms, for Special Construction costs, recurring costs or other non-recurring costs as may be necessary.

ACCEPTED BY: AT&T

Rita Gaumer

Rita Gaumer, Sr. Customer Contracts

Contractor

7/25/2017

Date

Cathy A. Muse

Cathy A. Muse, CPPO
Director/County Purchasing Agent

8/8/17

Date



Connecting Your World

AT&T's Response to Fairfax County's Solicitation for Next Generation Core Services Solution (NGCS) RFP2000002010

AT&T Emergency Service IP Network™ (AT&T ESInet™) Service Guide

May 26, 2017

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AT&T Emergency Service IP Network™ (AT&T ESInet™)

AT&T ESInet™ will become generally available when the Service Guide is published and available at <http://new.serviceguide.att.com> or such other AT&T-designated location. Upon publication, such service description and other terms shall supersede the provisions of the Interim Service Guide, attached to this Agreement.

The Service is designed to provide managed 9-1-1 IP call routing and delivery including support of SMS to 9-1-1 text messages, call management features, protocol conversion, Automatic Location Identification (ALI) and Automatic Number Identification (ANI) over a managed IP network (the "Service").

The Service supports to the National Emergency Number Association (NENA) i3 Standards, version 2.0 of NENA Technical Standard STA-010.2. The Service supports call delivery to both IP enabled NENA i3 PSAP CPE hosts as well as legacy PSAP CPE hosts that are not yet IP capable.

Please see Technical Response Section 4.2

The Service includes management of incoming 9-1-1 calls from Originating Service Provider (OSP) networks.

The AT&T Emergency Service IP Network™ (AT&T ESInet™) Service Guide consists of the following parts:

- Service Description (SD)
- Service Level Agreement (SLA)
- Pricing (P)

In addition, certain sections of the General Provisions apply as stated in the General Provisions section of this Service Guide.

Service Description (SD)

1. 1. ESInet Features and Functions

1.1. Originating Service Providers (OSP)

The Service provides two Points of Interface (POIs) to enable each Originating Service Provider (OSP) to deliver their originating 9-1-1 calls to the AT&T ESInet™ ingress in a TDM format. The Service supports protocol conversion between TDM and IP at the Legacy Network Gateway (LNG).

Please see Technical Response Section 4.4 and 4.10

The Customer is responsible for providing a complete list of their Originating Service Provider (OSP), including Mobile Position Center (MPC) and Voice Positioning Center (VPC) upon contract execution. In addition, Customer shall cooperate with AT&T in notifying the applicable Customer Providers of the network changes and in preparing any other documents necessary to implement the network changes. Failure to provide a complete list may result in delays in network notifications going to the OSP, MPC and VPC. These delays may result in a postponement of the Service Activation Commitment Date.

1.2. 9-1-1 Call Routing Functions

Please see Technical Response Sections 4.5 and 4.10

The Service provides routing functions to process inbound emergency calls from the source location to a Valid Destination. "Valid Destination" means correct primary or alternative PSAP, PSTN, or tone/treatment. The Service performs routing which utilizes legacy tabular ALI records or PSAP provided geo-spatial records.

1.3. Automatic Location Identification (ALI)

Please see Technical Response Sections 4.4 and 4.10

If AT&T administers the ALI database, the Service will include conversion from legacy ALI to the AT&T ESInet™ ALI services. If AT&T does not administer the ALI database (Foreign ALI), the Service will support the following functions:

- update file from the legacy Selective Router Database (SRDB),
- accept Function of Code Routing (FOCR) feed, and
- support legacy ALI query bid functionality. Additional cost may apply for connections to Foreign ALI databases.

Customer is responsible for the maintenance, validation and accuracy of the ALI.LDB GIS/MSAG data and any Foreign ALI service provider charges.

1.4. Call Transfer/Bridging

Please see Technical Response Sections 4.5 and 4.10

The Service supports basic call delivery as well as advance calling features such as conference bridging and call transfers. The initial call handler and subsequent call handlers may bridge one or more participants to the call. The Service also supports the ability for a call taker to manually transfer a call to another party and allows the call handler to transfer calls to other non AT&T network (Offnet) utilizing Voice over Internet Protocol (VoIP) technology.

1.5. Text to 9-1-1 Routing

Please see Technical Response Section 4.10

Where Text to 9-1-1 is available, the Service enables PSAPs to receive emergency requests via SMS text messages by connectivity from the Text Control Center (TCC) to the PSAP through AT&T ESInet. The Service's designated TCC may receive messages originated from other TCCs. The Service supports text routing and delivery to a PSAP TTY device and IP enabled PSAP call handling CPE. The Service does not support delivery of text message to a PSAP web browser.

The Service provides Text to 9-1-1 routing functions to process inbound SMS emergency requests from the TCC to a Valid Destination and can use policy routing rules as defined by the PSAP including alternate routing and overflow calls.

The Service utilizes private MPLS connectivity and Class of Service (CoS) packet prioritization to ensure optimal delivery of text and voice calls. Once received by the Service, text and voice delivery to the PSAP does not traverse the public internet.

The Customer is responsible for request for service (RFS) from wireless carriers, all text to 9-1-1 compatible call handling equipment, associated software licenses and maintenance support of PSAP CPE used to support text to 9-1-1, additional TCC charges may apply. The customer is also responsible for obtaining necessary jurisdictional agreements required for definition and implementation of Text to 9-1-1 policy routing rules.

1.6. PSAP Deployment Configurations

Please see Technical Response Sections 4.3 and 4.10

The Service demarcation point is at the Network Terminating Equipment at each call handling host location. The PSAP CPE may include IP routers, ethernet network switches and optional legacy PSAP gateways for non-IP enabled PSAPs. The Customer is responsible for all of the call handling equipment (PSAP CPE) and LAN/WAN network connectivity between the call handling host and the NTE. Customer is responsible for compatibility of PSAP CPE connected to AT&T ESInet and all associated licenses, maintenance, upgrades and support issues arising out of or related to such PSAP CPE. The PSAP can choose from one of the following deployment configurations:

Legacy PSAP

Supports non-IP enabled PSAPs that require the use of Centralized Automated Message Accounting (CAMA) signaling for the PSAP CPE.

Locally Hosted IP PSAP

Supports locally hosted PSAP IP call handling controller utilizing either NENA i3 or ATIS RFAI protocols.

Host/Remote

Supports PSAP customers that utilize a centrally hosted call handling controller to provide call delivery to multiple PSAPs e.g., multi-node deployments.

1.7. PSAP Abandonment Device (PAD)

The Service also includes a PSAP abandonment function if desired which enables 9-1-1 calls to be re-routed to a pre-provisioned alternate destination if a PSAP is unable to receive and answer calls. The Service includes one PSAP Abandonment Device at each PSAP or host location where AT&T ESInet equipment and connections are provided. PAD installation at remote locations from a host are not supported.

In cases where the Customer PSAP does not have a PAD, AT&T will perform the abandonment function based on PSAP's request to the AT&T 9-1-1 Resolution Center.

1.8. Monitoring

Please see Technical Response Sections 4.8 and 4.9

The Service shall be managed and monitored 7x24x365 to detect anomalies and disruptions in connectivity for call delivery.

1.9. Reports

Please see Technical Response Section 4.10.10

The Service provides standard call metric reports with data on calls received by the PSAP upon request. The standard call metric reports are listed below:

- Event counts per hour
- Event counts by routing reason and destination
- Event counts by type
- Event counts by incoming trunk group
- Bridge call summary
- Routing database processing
- Event setup time

2. Service Components

2.1. Legacy Connections

Please see Technical Response Sections 4.4 and 4.10

The legacy connection is the point where the OSP TDM trunk terminates on the AT&T ESInet i.e. a point of interface (POI or demarcation) from the OSP and if applicable, the Legacy Selective Router to the AT&T ESInet. The OSPs are responsible for all connections to the AT&T POIs.

Legacy E9-1-1 charges may continue to apply during and after the transition to AT&T ESInet as per applicable tariffs or Customer agreement with legacy E9-1-1 provider.

The Customer acknowledges and agrees to collaborate with AT&T to notify OSPs to connect directly to the AT&T ESInet™ POIs in a timely manner as jointly agreed to by Customer and AT&T. AT&T requires a Letter of Authorization (LOA) from the Customer that AT&T can use to communicate and coordinate connections with the OSPs. Customer will collaborate with AT&T to notify OSPs in Customer's service area that AT&T is the new, emergency service provider and provide the direction and information to OSPs to establish the required trunks to the AT&T ESInet connection points. The Customer agrees that until such time as the OSPs move their connections and traffic to the AT&T POIs, the Customer is responsible for any applicable legacy 9-1-1 charges from their existing 9-1-1 Service Provider.

2.2. ESInet Network Connections

Please see Technical Response Sections 4.1, 4.3 and 4.8

The Service offers primary and secondary connections to the ESInet. AT&T recommends secondary connections for redundancy to each PSAP or Host. If Customer orders a primary and secondary connection AT&T will provide AT&T VPN port POP diversity, where available. One Local Access Connection is required for each AT&T ESInet network connection.

(See access diversity and special construction as specified in the Local Access Connections section of this Service Description).

ESInet Network Connections are available with port speeds based on the number of Customer requested concurrent calls into each PSAP or host as specified below.

ESInet Network Connections	
AVPN Port Speed	Maximum Number of Concurrent Calls
T1 / 1.5 Mbps	15
3 Mbps	30
6 Mbps	60
10 Mbps	100
20 Mbps	200
50 Mbps	500
100 Mbps	1000

Each ESInet network connection includes the following components: (i) MPLS port used to communicate with the core call processing node (ii) Network Termination Equipment (NTE), (iii) installation including basic inside wiring, and (iv) NTE maintenance and ongoing management. Network Termination Equipment

The AT&T ESInet™ Network Termination Equipment which is shipped to customer and installed at each contracted PSAP or host location. Customer is responsible for the storage of the equipment. The equipment will include a cabinet with a Router, switch and other network edge elements for connections, to either a legacy or IP enabled PSAP or host. The Customer PSAP or host is responsible to provide suitable space, power, ground, and environmental controls for the NTE.

2.3. Primary ESInet Network Connection Installation of Service - PSAP or Host location

Please see Technical Response Section 4.12

The Service provides on-site work including:

- Site Survey
- NTE Installation

2.3.1. NTE Installation

- Inside wire extensions related to the installation of the NTE include the following:
 - AT&T will provide and install/ test two (2) 4-pair plenum rated, unshielded twisted pair (UTP) CAT5e cables - up to two hundred (200) feet
 - AT&T will install up to two (2) 2-port surface mount block with RJ-45 snap-in jacks (or similar configuration) and four (4) 10ft non-plenum rated CAT5e patch cords.
- Installation and basic inside wiring limitations:
 - Ceiling can be no more than 10 feet in height in any areas, are open and free of insulation or other obstructions, has easily accessible drop-in panels or is solid with easy access crawl space.
 - Walls are open to run cable through, are free of insulation or other obstructions, and are easily fishable.

- All existing conduits/inner ducts that are to be used are free and clear with pull strings, adequate pull boxes, and sufficient capacity for installations are required. All conduits/inner ducts must be owned by the customer.
- Special equipment is not required (e.g. scissors lifts, extension ladder, hammer drill, concrete saw, jackhammer, etc.).
- Sufficient space in the computer room, telephone closet, equipment room, or electrical room to install cables.
- No work shall be done in any area that has been certified or suspected as being asbestos hazard.
- Exclusions:

The following are not included with the inside wire extensions and may be addressed in the Change Control Process for an additional charge:

 - Removal and/or replacement of interlocking ceiling tiles
 - core drilling, conduit/inner duct material and placement or sleeve placement
 - installation of backboards
 - Signal repeaters/extenders and media convertors
 - Patch panels
 - Any wire racks, J-hooks or any other form of formal wire management
 - All copper extensions exceeding two hundred (200) feet
 - All fiber/optical/coax extensions
 - Wire molding
 - Power/communication poles

2.4. ESInet 9-1-1 Call Routing

Please see Technical Response Section 4.10

The Service will support 9-1-1 call routing as described in S.D. 1.2 (9-1-1 Call Routing Functions) of this Service Guide. ALI charges are included in the ESInet 9-1-1 Call Routing population tiers.

For billing purposes, the population used for ESInet call routing will be the population served by the Customer obtained from the most current information available from the U.S. Census Bureau upon Service Order Acceptance rounded up to the nearest 1,000 in population. Each year, AT&T may at its option, adjust the billed population based on updated U.S. Census data. In instances where the U.S. Census Bureau does not provide for the appropriate population served by a given Customer an alternative source will be selected.

2.5. Local Access Connections

Please see Technical Response Section 4.3

The Service requires a Local Access Connection (LAC) for each ESInet network connection. The LACs provide the local loop to connect the ESInet network connection

NTE to the AT&T MPLS port. Local Access with route diversity can be provided via diverse serving wire centers, where available, between the primary and secondary connections. In addition, layer 2 Ethernet Access POP diversity can be provided, where available, for the LAC and the primary and secondary connections. The Customer will be responsible for any Special Construction charges, if applicable, (as detailed in the General Provisions) that may be required in order to support Local Access Diversity.

2.6. Professional Services

Professional Services that are purchased in connection with the Service will be detailed in a separate Statement of Work (SOW).

Additional Installation and Materials

The Service includes installations work as specified in Section 1.6 (PSAP Deployment Configurations), Section 2.2 (ESInet Network Connections) and Section 2.3.1 (NTE Installation of this Service Guide. If during the Site Survey, it is determined that additional installation is required, then, additional Installation and Material charges will apply as detailed in a separate SOW utilizing the AT&T change control process. For example, additional installation and materials, (e.g.: extra wiring or creating a suitable environment for the NTE and/or PAD) may be needed to maintain a proper ESInet Network Connection.

Non-routine Installation

At the Customer's request, installation and/or non- service affecting maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.7. Other Charges

2.7.1. Secondary or Backup PSAP's (Optional Feature)

Please see Appendix D Pricing

The Service provides for an optional secondary or backup PSAP as may be requested by Customer.

Secondary PSAP

As an optional service, the Service will support secondary PSAPs in the jurisdiction of the primary PSAP. A secondary PSAP will only receive calls transferred from a primary PSAP. Primary ESInet Network connection is required and Secondary ESInet Network Connections is recommended at the Secondary PSAP. No additional ESInet 9-1-1 Call routing charges apply to Secondary PSAPs.

Backup PSAP

As an optional service, the Service will support back up PSAPs in the service area of the primary PSAP, such as an Emergency Operations Center (EOC). Backup PSAPs will only receive calls during periods when a Primary PSAP has been abandoned, or

otherwise rendered incapable of receiving calls. Primary ESInet Network Connection is required and Secondary ESInet Network Connections is recommended at the Backup PSAP. No additional ESInet 9-1-1 Call Routing charges apply to Backup PSAPS.

3. Service Activation and Billing

- **Service Activation Committed Date**

AT&T will establish a Service Activation Committed Date after receipt of a Service Order.

The Service Activation Committed Date is the mutually agreed upon date that a new, moved or changed service component will be made available to customer.

- **Service Activation**

The Service Activation for the Service and/or Service Component occurs when AT&T provides notice that the Service transition is complete and the Service and /or Service Component is available for use by the PSAP or Host location (Service Activation), regardless of the readiness of the Customer Premise or the provision status of other Customer components.

Customer has 30 days from AT&T's notice of Service Activation to provide written notice of any issues with the Service. Upon completion of such corrective actions AT&T shall provide a new notice of Service Activation, and the Customer will have 30 days from receipt of the new Service Activation Date to provide AT&T written notice on any remaining issues with the Service.

If Customer does not provide written notice of an issue by the end of 30 days, then it shall be deemed that Customer accepted the Service.

- **Billing**

AT&T ESInet Service Fees are applicable upon Service Activation of the Service.

If AT&T is unable to install or otherwise complete the Service Activation due to a delay caused by Customer (including the Customer or Customer Site not being ready), AT&T may begin billing for the Service and/or Service Component.

4. Order Cancellation

The Minimum Payment Period (MPP) for each service component provided by AT&T ESInet is noted in the Pricing Schedule. The Minimum Payment Period will start upon Service Activation. If the Customer terminates Service or a service component at a Site prior to the completion of a Minimum Payment Period, Customer shall pay Termination Charges for services equal to one-hundred percent (100%) of the monthly recurring charges for the months remaining in the MPP per service component.

An equitable adjustment in the contract price shall be made to AT&T for completed service, including amounts that are due to any Local Access provider(s), but no amount shall be allowed for anticipated profit on unperformed services.

5. General Provisions

The following sections of the General Provisions apply.

General Provisions	
Section	Title of Section
GP-1.	Applicability of General Provisions
GP-2.1.	Multiple Location Billing Option
GP-2.2.	Fractional Charges and Credits
GP-2.3.	Refunds of Credit Balances
GP-2.6.	Charges upon Expiration of Commitment
GP-2.7.	Information Required for Invoicing
GP-2.8.	Method of Invoicing for Service
GP-4.4.1.2.	South Carolina Universal Service Charge
GP-4.4.1.3.	Gross Receipts Tax Allotment
GP-4.4.1.3.1.	Gross Receipts Tax Allotment Table
GP-4.4.1.4.	Property Tax Allotment (PTA)
GP-4.4.1.5.	Federal Regulatory Fee (FRF)
GP-4.4.1.6.	Carrier Line Charge
GP-4.4.1.6.1.	Rate Table CLC-GP: Carrier Line Charge
GP-4.4.1.7	Payphone Use Charge
GP-4.4.1.9.	State Universal Service and Regulatory Fees
GP-4.4.2.1.	Carrier Line Assessment
GP-4.4.2.1.1.	Rate Table GP-CLA: Carrier Line Assessment
GP-4.4.2.2.	Administrative Expense Fee (AEF)
GP-4.4.2.3.	Unauthorized Carrier Change Charge
GP-4.4.2.4.	Return Check Fee
GP-4.4.2.5.	Duplicate Bill Charge
GP-4.4.2.8	Federal Access Recovery Fee (FARF)
GP-4.4.2.9	Administrative Fee
GP-5.	Service Availability
GP-5.1.	Withdrawal of Service Matrix
GP-6.	Changes in Service Names and Terminology
GP-7.	Transfer or Assignment
GP-8.	Agency Agreement
GP-9.	Jurisdictional Requirement
GP-10.1.	Termination, Restriction or Suspension of Service for Fraud, Abuse or Misuse

General Provisions	
Section	Title of Section
GP-10.2	Prohibited Traffic
GP-10.4.	Automatic Number Identification/Charge Number Service
GP-10.5.	Compliance with Telephone Disclosure and Dispute Resolution Act (TDDRA)
GP-10.6,	Access Arbitrage
GP-10.7.	Acceptable Use Policy
GP-10.8.	Use of IP Addresses and Domain Names
GP-11.	American Recovery and Reinvestment Act of 2009
GP-12.	Connections
GP-13.	Installation; Site Access
GP-14.	AT&T Equipment
GP-15.1.	General
GP-15.2	Ownership of Plant
GP-15.3.	No License Granted
GP-5.4.	Cancellation of Orders
GP-16.	Entrance Facility Construction
GP-17.	Glossary

6. Glossary

Glossary	
Term/Acronym	Description/Definition
9-1-1	A three-digit telephone number to facilitate the reporting of an emergency requiring response by a public safety agency.
Aggregation Sites	A regional AT&T Central Office location that houses the Legacy Network Gateway (LNG) which delivers IP traffic to a Core Processing Node, and has the ability to convert legacy TDM traffic to IP traffic.
Automatic Location Identification (ALI)	The automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and supplementary emergency services information of the location from which a call originates.
Automatic Number Identification (ANI)	Telephone number associated with the access line from which a 9-1-1 call originates.

Glossary	
Term/Acronym	Description/Definition
Border Control Function (BCF)	Provides session border control and firewall functionality in accordance with the NENA 08-003 specification. The BCF inspects, modifies and controls Session Initiation Protocol (SIP) signaling and associated media where the ESInet and agency interconnect and where the ESInet connects with service provider networks. The BCF mitigates security threats, resolves interoperability problems and ensures reliable SIP-based communications.
Call Bridging	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Bridging, the party adding the additional party remains connected to the call after the additional party is added
Call Routing	The capability to selectively route the 9-1-1 call to the appropriate PSAP.
Call Transfer	The act of adding an additional party to an existing call; i.e., the origination of another leg on an existing call to include an additional party. With Call Transfer, the party adding the additional party may disconnect before the additional party answers.
Centralized Automatic Message Accounting (CAMA)	An automatic message accounting system that records data regarding user-dialed calls and serves more than one switch from a central location.
Central Office (CO)	A telephone company building in which telephone equipment is installed and where the outside cable plant connects to the Central Office switches. The location where telephones are switched in the local loop. Also called a local office or end office. A Local Exchange Company (LEC) location from which it furnishes telecommunications services.
Core Call Processing Node	A common computing infrastructure that enables centralized IP call routing services and application control and management for the overall AT&T ESInet™ solution infrastructure

Glossary	
Term/Acronym	Description/Definition
Customer	A person, partnership, firm, municipality, cooperative organization, corporation, or governmental agency furnished communications service by the Company under the provisions and regulations of this tariff and who is responsible for paying the communication service bills and for complying with applicable rules and regulations of the Company.
Customer Premises	A location designated by the Customer for the purposes of connecting to the Company's services.
PSAP Customer Premises Equipment (CPE)	Refers to equipment provided by Customer premises.
E9-1-1	A telephone system which includes network switching, database and Public Safety Answering Point premises elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number. The term also includes any enhanced 9-1-1 service so designated by the Federal Communications Commission in its Report and Order in WC Docket Nos. 04-4-46 and 05-196, or any successor proceeding.
Emergency Call Routing Function (ECRF)	A functional element in an ESInet which is a LoST protocol server where location information (either civic address or geo-coordinates) and a Service URN serve as input to a mapping function that returns a URI used to route an emergency call toward the appropriate PSAP for the caller's location or towards a responder agency.
Emergency Service IP Network (ESInet)	ESInets use broadband, packet switched technology capable of carrying voice plus large amounts of varying types of data using Internet Protocols and standards. ESInets are engineered, managed networks, and are intended to be multi-purpose, supporting extended Public Safety communications services in addition to 9-1-1.

Glossary	
Term/Acronym	Description/Definition
Emergency Service Number	An ESN is a number, typically three to five digits in length, that maps to a primary 9-1-1 call handler (usually a PSAP), and a set of emergency service agencies (e.g., law enforcement, fire, emergency medical) service that serve a specific range of addresses within a particular geographical area, or Emergency Service Zone (ESZ).
Emergency Services Routing Proxy (ESRP)	An i3 functional element which is a SIP proxy server that selects the next hop routing within the ESInet based on location and policy. There is an ESRP on the edge of the ESInet. There is usually an ESRP at the entrance to an NG9-1-1 PSAP. There may be one or more intermediate ESRPs between them.
End Office (EO)	The telephone-switching center that initiates a 9-1-1 call. Also known as Central Office (CO).
Function of Code Routing (FOCR)	A protocol used for maintaining an ALI database.
Geographic Information System (GIS)	A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.
I3 Public Safety Answering Point (i3 PSAP)	A PSAP that is capable of receiving IP-based signaling for delivery of emergency calls and for originating calls and is conformant to NENA specifications for such PSAPs.
Internet Protocol (IP)	A protocol used for communicating data across a packet switched internetwork using the Internet Protocol Suite (TCP/IP).
Legacy Network Gateway (LNG)	A signaling and media interconnection point between callers in legacy wireline/wireless originating networks and the i3 architecture, so that i3 PSAPs are able to receive emergency calls from such legacy networks.
Legacy PSAP Gateway (LPG)	An NG9-1-1 Functional Element which provides an interface between an ESInet and an un-upgraded PSAP. Ref: NENA 08-003
Legacy Selective Router (LSR)	The LSR provides an interface between a 9-1-1 Selective Router and an ESInet, enabling calls to be routed and/or transferred between Legacy and NG networks. A tool for the transition process from Legacy 9-1-1 to NG9-1-1.

Glossary	
Term/Acronym	Description/Definition
National Emergency Number Association (NENA)	The National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number." NENA is a networking source and promotes research, planning and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 9-1-1 systems.
Network Termination Equipment (NTE)	Company provided equipment that allows proper connections, management and monitoring to either a legacy or IP enabled PSAP or Host. Equipment may include: cabinets with Router, Switch or other Network edge equipment.
Nonrecurring Charge (NRC)	The initial charge, usually assessed on a one-time basis, to initiate and establish service.
Offnet	Other networks or telephone numbers outside of the Customer AT&T ESInet. For example: non-emergency stations outside of the Customer contracted ESInet.
Originating Service Provider (OSP)	The telephone service provider that will be delivering NG 9-1-1 traffic to the AT&T ESInet™ via the AT&T DACS.
PSAP Abandonment Device (PAD)	The PAD is a device that can be used when a PSAP is abandoned due to a catastrophic event or to support manned versus un-manned operating hours.
Points of Interconnection (POIs)	Used to show the physical interface between two different carriers, such as a local exchange carrier (LEC) and a wireless carrier or an LEC and an Inter eXchange Carrier (IXC). This demarcation point often defines responsibility as well serving as a point for testing.
Public Safety Answering Point (PSAP)	Public Safety Answering Point (PSAP): An entity responsible for receiving 9-1-1 calls and processing those calls according to a specific operational policy.
Public Switched Telephone Network (PSTN)	The network of equipment, lines, and controls assembled to establish communication paths between calling and called parties in North America. The phone system, including the Network.

Glossary	
Term/Acronym	Description/Definition
Recurring Charges	The charges to the Customer, usually monthly, for services, facilities and equipment, that continue for the agreed upon duration of the service.
Selective Router Data Base (SRDB)	The routing table that contains telephone number to ESN relationships which determines the routing of 9-1-1 calls.
Session Initiation Protocol (SIP)	A signaling protocol, widely used for setting up and tearing down multimedia communications sessions such as voice and video calls over the internet.
Signaling Transfer Point (STP)	A router that relays SS7 messages between signaling end-points (SEPs) and other signaling transfer points (STPs). Typical SEPs include service switching points (SSPs) and service control points (SCPs).
Text Control Center (TCC)	In the Text to 9-1-1 service the Text Control Center (TCC) network element provides the interworking function between SMS messages from/to a Commercial Mobile Service Provider (CMSP) and to/from the PSAP.
Time Division Multiplexing (TDM)	A digital multiplexing technique for combining a number of signals into a single transmission facility by interweaving pieces from each source into separate time slots.
Telephone Number (TN)	A unique combination of ten digits that identifies the equipment used to place and receive calls.
Trunk	A network communication path connecting two switching systems. A Central Office circuit terminating in the telephone equipment on the customer's premises. A circuit between CO and the PSAP.
Virtual Private Network (VPN)	An encrypted tunnel between a pair of network components that provides secure communications across a public network like the Internet.