

Form No. DTMB-3521 (Rev. 7/2015)  
 AUTHORITY: Act 431 of 1984  
 COMPLETION: Required  
 PENALTY: Contract change will not be executed unless form is filed

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 001**  
 to  
**CONTRACT NO. 071B4300144**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
At & T Services Inc. 23500 Northwestern Hwy, Bldg W Southfield MI, 48075	Chuck Bonner	CB3168@att.com
	PHONE	CONTRACTOR'S TAX ID NO. (LAST FOUR DIGITS ONLY)
	616-724-7755	*****2655

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER / CCI	DTMB	Jim Bowen	(517)-241-9076	BowenJ@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Mike Breen	(517) 284-7002	breenm@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Enterprise Audio, Video Web Conferencing			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
August 1, 2014	October 31, 2019	5 - 1 Year	October 31, 2019
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			

DESCRIPTION OF CHANGE NOTICE				
EXERCISE OPTION?	LENGTH OF OPTION	EXERCISE EXTENSION?	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$1,330,533.54		\$ 0.00	\$1,330,533.54	
DESCRIPTION: Per Agency (Telecommunication Services) this contract is amended to add AT&T's Blue Jeans Network (BJN) video solution. All other terms and conditions remain the same.				

**Change Notice Number:**  
**Contract Number: 071B4300144**

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**FOR THE CONTRACTOR:**

**AT & T Services Inc.**

**Company Name**

*Cheryl Wankowski*

**Authorized Agent Signature**

Cheryl Wankowski

Associate Director - Customer Contracts

**Authorized Agent (Print or Type)**

*12-17-15*

**Date**

cc0497

**FOR THE STATE:**

**Signature**

Choose an item.

**Name & Title**

**DTMB Procurement**

**Agency**

**Date**



**AT&T Video Meetings with Blue Jeans  
Pricing Schedule**

AT&T Master Agreement No. 20140723-3321  
Location Account ID:

<b>Customer</b>	<b>AT&amp;T</b>
State of Michigan Street Address: 530 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: USA	AT&T Corp. or enter the International Affiliate Name
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Scott Hall Title: Contract Compliance Street Address: 608 W. Allegan City: Lansing State/Province: MI Zip Code: 48933 Country: USA Telephone: 517-241-4255 Fax: Email: HallS9@michigan.gov Customer Account Number or Master Account Number: 20140723-3321 ICore ID: VPN ID:	Name: Chuck Bonner Street Address: 23500 Northwestern Hwy, Bldg W City: Southfield State/Province: MI Zip Code: 48075 Country: USA Telephone: 616-724-7755 Fax: Email: cb3168@att.com Sales/Branch Manager: Robert O'Brien SCVP Name: Roger Blake Sales Strata: GEM Sales Region: East <b>With a copy (for Notices) to:</b> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name:            Company Name: Agent Street Address:      City:      State:      Zip Code:      Country: Telephone:      Fax:      Email:      Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By: <i>Cheryl Wankowski</i>
Name:	Name: Cheryl Wankowski
Title:	Title: Associate Director - Customer Contracts
Date:	Date: <i>12-17-15</i> cc0497



**AT&T Video Meetings with Blue Jeans  
Pricing Schedule**

**1. SERVICES**

Service	Service Publication Location
AT&T Video Meetings with Blue Jeans	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/VMBJ">http://serviceguidenew.att.com/sg_flashPlayerPage/VMBJ</a>

Vendor Software	Vendor Software License Agreement
Blue Jeans End User License Agreement ("EULA")	<a href="http://bluejeans.com/site/terms-and-conditions/att">http://bluejeans.com/site/terms-and-conditions/att</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

Pricing Schedule Term	Coterminous with Contract No. 071B430144
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Monthly Service Fees Due Upon Termination of the Service or a Service Component Prior to Completion of Minimum Payment Period ("MPP")	Minimum Payment Period per Service Component
All Service Components	100% of Fees for the unexpired portion of the MPP	12 months

**4. NOTIFICATION PERIOD**

Service and Service Component Withdrawals during Pricing Schedule Term	
Prior Notice Required from AT&T to Withdraw and Terminate a Service	12 months
Prior Notice Required from AT&T to Withdraw and Terminate a Service Component	120 days



### AT&T Video Meetings with Blue Jeans Pricing Schedule

5. **CHANGE ORDERS** - Changes require submission of a Change Order (Appendix A).

#### 6. RATES AND CHARGES

Customer will receive unlimited usage for the contracted quantity of Named Hosts at the price specified in Section 6.1.

#### 6.1 MONTHLY RECURRING CHARGES

##### 6.1.1 Quantity of Named Hosts

Quantity of Named Hosts	Monthly Recurring Charge Per Host*
1-2000+	\$45.00

\*The Monthly Recurring Charge includes the following Components:

- Premium Features
- Large Meetings (from 25 to 100 participants)
- Enhanced Recording which includes Unlimited Storage, Streaming Meeting Playback and Additional Recording and Sharing Options.
- Enterprise Branding which includes Custom Landing Page, Custom Email Invitations and In-Meeting Branding
- A Customer Success Manager (provides user training, adoption and usage support)
- PSTN Audio Phone Conference Bridge Support
- Basic support (for Named Hosts and meeting participants)
- HD screen sharing, video sharing, and chat
- Interoperability between H.323 or SIP room systems, browsers, MS Lync, Cisco Jabber, and mobile Android or iOS devices

##### 6.1.2 Feature Packages

Customer may purchase the Management Services and Premium Support Feature Packages during the Pricing Schedule Term. The Monthly Recurring Charge for these features will be calculated by multiplying 25% of the Monthly Recurring Charge per Host in section 6.1.1, above.



## AT&T Video Meetings with Blue Jeans Pricing Schedule

### 6.2 Primetime Event Charges

For the Primetime Service, customer may only purchase one option from either 6.2.1 or 6.2.3.

#### 6.2.1. Per Event Charges

Maximum Number of Attendees per Event (choose only one)	One-Time Charge Per Event	Duration of Each Event
<input type="checkbox"/> 250	\$2,000	60 Minutes
<input type="checkbox"/> 500	\$2,500	
<input type="checkbox"/> 1000	\$3,500	
<input type="checkbox"/> 2000	\$4,500	

#### 6.2.2 Per Event Pricing Volume Discount

Number of Events	Discount*
<input type="checkbox"/> 1-4	0%
<input type="checkbox"/> 5-9	10%
<input type="checkbox"/> 10-19	15%
<input type="checkbox"/> 20+	20%

\*The Primetime Per Event Pricing Volume Discount is applied against the total of the Per Event Price selected in Section 6.2.1 multiplied by the desired number of events.

#### 6.2.3 Subscription Charges

Number of Events per Month (choose only one)	Monthly Recurring Charge Annual Subscription	Duration of Each Event
<input type="checkbox"/> 1	\$2,875	120 Minutes
<input type="checkbox"/> 2	\$4,025	
<input type="checkbox"/> 4	\$6,900	
<input type="checkbox"/> 8	\$11,500	

### 6.3 OPTIONAL SERVICE COMPONENT ONE-TIME CHARGES ("OTC")

#### 6.3.1 Landing and Branding

SERVICE COMPONENT	OTC
<input type="checkbox"/> Customer Landing page with Logo	\$500
<input type="checkbox"/> Custom Landing page and Web App with logo	\$1,000
<input type="checkbox"/> Enterprise Branding	\$5,000

#### 6.3.2 Meeting Assist

SERVICE COMPONENT	OTC PER USE
Meeting Assist: First Hour	\$250
Meeting Assist: Each Additional 30 Minutes	\$125



**AT&T Video Meetings with Blue Jeans  
Pricing Schedule**

**A. CUSTOMER INITIAL ORDER**

This section describes the Service and Service Components in the initial order by Customer as of the Pricing Schedule Effective Date at the prices set forth in previous sections.

**I. Quantity of Named Hosts – Monthly Recurring Charge**

Quantity of Named Hosts	Monthly Recurring Charge Per Host	Net Monthly Recurring Charge
0	\$45.00	

**II. Quantity of Primetime Events – Per Event Charge**

Quantity of Primetime Events	One-Time Charge Per Event	Discount	Net One-Time Charge
	\$		

**III. Quantity of Primetime Events Per Month – Annual Subscription – Monthly Charge**

Quantity of Primetime Events	Monthly Recurring Charge Annual Subscription
	\$

**IV. Feature Packages – Monthly Recurring Charge**

<input type="checkbox"/> Management Services Net Price	<input type="checkbox"/> Premium Support Net Price

**V. Optional One-Time Charges**

Service Component and Net Charge
N/A

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**NOTICE  
 OF  
 CONTRACT NO. 071B4300144**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL
AT&T 23500 Northwestern Hwy, Bldg W. Southfield, MI 48075	Chuck Bonner	<a href="mailto:CB3168@att.com">CB3168@att.com</a>
	TELEPHONE	CONTRACTOR #, MAIL CODE
	(616) 724-7755	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
CONTRACT COMPLIANCE INSPECTOR:	DTMB	Scott Hall	517-241-4255	<a href="mailto:Halls9@michigan.gov">Halls9@michigan.gov</a>
BUYER:	DTMB	Mike Breen	517-284-7002	<a href="mailto:breenm@michigan.gov">breenm@michigan.gov</a>

CONTRACT SUMMARY:			
DESCRIPTION: Enterprise Audio, Video, Web Conferencing			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
3 years	August 1, 2014	July 31, 2017	2, one year
PAYMENT TERMS	F.O.B	SHIPPED	SHIPPED FROM
N/A	N/A	N/A	N/A
ALTERNATE PAYMENT OPTIONS:			AVAILABLE TO MiDEAL PARTICIPANTS
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
N/A			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$10,000,000.00	

**THIS IS NOT AN ORDER:** This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #084R2200060. Orders for delivery will be issued directly by the Department of Technology, Management & Budget through the issuance of a Purchase Order Form.

**Notice of Contract #: 071B4300144**

FOR THE CONTRACTOR:	FOR THE STATE:
AT&T	Signature
Firm Name	Sharon Walenga-Maynard, Sourcing Director
Authorized Agent Signature	Name/Title
Authorized Agent (Print or Type)	DTMB Procurement
07/23/2014 CS-AG337F	Enter Name of Agency
Date	Date



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**Procurement**

Contract No. 071B4300144  
(Enterprise Contract for Audio, Video and Web Conferencing Products and Services)

Buyer Name: [Mike Breen](#)  
Telephone Number: [517-284-7002](tel:517-284-7002)  
E-Mail Address: [breenm@michigan.gov](mailto:breenm@michigan.gov)



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**Attachments:**

- Attachment 1 - Enterprise Conferencing Requirements
- Attachment 2 - Enterprise Conferencing Pricing Tables & Sample Video Room Models Pricing Tables



**DEFINITIONS**

Days	Means calendar days unless otherwise specified.
24x7x365	Means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).
Additional Service	Means any Services/Deliverables within the scope of the Contract, but not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Audit Period	See Section 2.110.
Business Day	Whether capitalized or not, shall mean any day other than a Saturday, Sunday or State-recognized legal holiday (as identified in the Collective Bargaining Agreement for State employees) from 8:00am EST through 5:00pm EST unless otherwise stated.
Blanket Purchase Order	An alternate term for Contract as used in the States computer system.
Business Critical	Any function identified in any Statement of Work as Business Critical.
Business Unit	State of Michigan or MiDEAL program local partner.
Chronic Failure	Defined in any applicable Service Level Agreements.
Deliverable	All Services and Purchased Equipment, continuing support, and installation, as necessary, that AT&T provides to the State pursuant to this contract
DTMB	Michigan Department of Technology, Management and Budget
Environmentally preferable products	A product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to, those that contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.
Excusable Failure	See Section 2.244.
Hazardous material	Any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).
Incident	Any interruption in Services.
ITB	A generic term used to describe an Invitation to Bid. The ITB serves as the document for transmitting the RFP to potential Contractors
Key Personnel	Any Personnel designated in Article 1 as Key Personnel.
New Work	Any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, that once added will result in the need to provide the Contractor with additional consideration.
Ozone-depleting substance	Any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydro chlorofluorocarbons
Post-Consumer Waste	Any product generated by a business or consumer which has served its intended end use, and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.
Post-Industrial Waste	Industrial by-products that would otherwise go to disposal and wastes generated after completion of a manufacturing process, but do not include internally generated scrap commonly returned to industrial or manufacturing processes.
Purchased Equipment	Equipment or other tangible products the State purchases under this agreement, including any replacements of Purchased Equipment provided to the State. Purchased equipment also includes internal code required to operate such equipment.
Recycling	The series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a



	fuel substitute or for energy production.
Deleted – Not Applicable	Section is not applicable or included in this RFP. This is used as a placeholder to maintain consistent numbering.
Reuse	Using a product or component of municipal solid waste in its original form more than once.
RFP	Request for Proposal designed to solicit proposals for services
Services	All products and services that AT&T provides to the State pursuant to this Contract
Source reduction	Any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.
State Materials	All materials and information, directly, or indirectly provided or made available to Contractor by or on behalf of the state in connection with this Contract, whether or not the same: (a) are owned by the State, a Third Party or in the public domain; or (b) are owned by the State or a Third Party and qualify for or are protected by any Intellectual Property Rights. State Materials do not include Purchased Equipment.
State Location	Any physical location where the State performs work. State Location may include state-owned, leased, or rented space.
Statement of Work (SOW)	The Initial Statement of work identified as Article 1 of this Contract, and any statements of work entered into by the parties and attached as schedules to this Contract. Any subsequent Statements of Work shall be sequentially identified and attached as scheduled A-1, A-2, A-3, etc.
Subcontractor	A company Contractor delegates performance of a portion of the Services to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
Unauthorized Removal	Contractor’s removal of Key Personnel without the prior written consent of the State.
Waste prevention	Source reduction and reuse, but not recycling.
Waste reduction and Pollution prevention	The practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.
Work in Progress	A Deliverable that has been partially prepared, but has not been presented to the State for Approval.
Work Product	Refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of an in furtherance of performing the services required by this Contract.

**PROJECT GLOSSARY AND DEFINITIONS**

American National Standards Institute (ANSI)	Entity that coordinates the development and use of voluntary consensus standards in the United States and represents the needs and views of U.S. stakeholders in standardization forums around the globe.
Affiliate	Affiliate of a party means any entity that controls, is controlled by or is under common control with such party.
Audio conferencing	An audio communications session among three or more people who are geographically dispersed. It is provided by a conference function in a PBX or multiline telephone or by the telephone companies.



Cardiology equipment (Stethoscope, and vital sign machines)	Equipment which provides heart, airway and lung sounds using a digital electronic stethoscope. Provides the ability to transmit and receive heart sounds through high speed broadband connection.
Exam Cameras	Handheld USB/S-Video examination camera for video conference systems. It is most commonly a small analog camera to combine dual-focus, freeze frame capture, and electronic image polarization in one medical device
Firewall	The primary method for keeping a computer secure from intruders. A firewall allows or blocks traffic into and out of a private network or the user's computer. Firewalls are widely used to give users secure access to the Internet as well as to separate a company's public Web server from its internal network.
General Service Administration (GSA)	A centralized authority for the acquisition and management of resources for the Federal Government.
Host	A user account (organizer account) allowed to organize meetings.
International Telecommunication Union Standards (ITU)	A standard that describes the protocols, services and equipment necessary for multimedia communications including audio, video and data on networks without guaranteed Quality of Service
Local Area Network (LAN)	Local Area Network. A transmission network encompassing a limited area, such as a single building or several buildings in close proximity.
Michigan Delivering Extended Agreements Locally (MiDEAL)	MiDEAL allows Michigan local units of government to benefit from the SOM's negotiating and purchasing power by permitting them to purchase from the SOM's contracts on the same terms, conditions, and prices as State government.
Michigan Department of Corrections (MDOC)	The Michigan Department of Corrections oversees prisons and other correctional facilities in the state of Michigan. It has 34 prison facilities, and a Special Alternative Incarceration program, together composing approximately 44,000 prisoners.
Michigan Department of Transportation (MDOT)	The primary purpose of MDOT is to maintain the Michigan State Trunk line Highway System which includes all Interstate, US and state highways in Michigan with the exception of the Mackinac Bridge.
Michigan Department of Treasury	The State Treasurer of Michigan functions as the chief financial officer for the U.S. state of Michigan. The State Treasurer oversees the collection, investment, and disbursement of all state monies, and also administers major tax laws, safeguards the credit of the state, and distributes revenue sharing monies to local units of government.
Michigan State Police (MSP)	The Michigan State Police is a full service law enforcement agency with its sworn members having full police powers statewide.
Minutes of Use (MOU)	A unit of measurement expressed as either holding time or conversation time
Patient Otoscope	The Otoscope for Video Conferencing is ideal for viewing the outer ear canal and tympanic membrane. It helps patients understand the diagnosis, relieving their concerns and making them more likely to comply with the prescribed diagnosis.
Reservationless access	Ability to provide access to a conference without having to preregister. Typically by using a permanent dial-in number, conference code, PIN or use of URL and entry code. (audio and web)
Telemedicine	Telemedicine is a healthcare delivery method that applies high-speed telecommunications systems (video conferencing), computer technology and specialized medical cameras to allow doctors to examine, diagnose, treat and educate patients at a distance.
Site	The State's physical location, including the State's collocation space on Contractor's or its Affiliate's or subcontractor's property, where Contractor installs or provides a Service



Subcontractor	A company Contractor delegates performance of a portion of the service to, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.
The Michigan Courts	An entity in the government at the State of Michigan to which the administration of justice is delegated.
TIA/EIA	Telecommunications Industry Association/ Electronic Industries Association. A lobbying and trade association that issues its own standards and contributes to the American National Standards Institute.
Video conference bridge	<p>A video conference bridge is a hardware/software combination that assembles a series of interactive video streams into a single video feed. The video conference bridge uses special software to convert the video (and, in most cases, associated audio) streams into a single, easy-to-see video output that can be directed to other conference participants.</p> <p>A video conference bridge enables video conferencing participants to connect to multiple endpoints at the same time and can connect to endpoints using different protocols via the bridge's Gateway service.</p>
Video conferencing	A real-time video session between two or more users that reside in two or more locations. Video conferencing supports several end points communicating.
Video Conferencing Standard - H.320	H.320 Narrow-band videoconferencing over circuit-switched networks
Video Conferencing Standard - H.323	H.323 Narrow-band videoconferencing over non-guaranteed quality-of service packet networks (LAN, Internet, etc.)
Video Conferencing Standard - H.324	Very narrow-band videoconferencing over the general (dial-up) telephone network
Video End Units	All the equipment comprised for the end user to participate in a video conference.
Video streaming	Video streaming is a one-way video transmission over a data network. It is a method for transferring video such that it can be processed as a firm and continuous stream. With streaming, the client can start presenting the data before the whole file has been transmitted.
Web conferencing	A conferencing session via the Internet which includes audio. In order to interact with other participants, attendees using either a Web application or an application downloaded into their client machines. Web conferencing allows the use of document sharing, document downloading, whiteboards, break-out "rooms", showing videos, desktop sharing, changeable views, audio options (VoIP or telephone), viewing options via webcams, multiple presenters and hosts, and may be recorded and/or posted.
Wide Area Network (WAN)	A communications network that covers a wide geographic area, such as a state or country. The telephone companies and cellular carriers deploy WANs to service large regional areas or the entire nation.



## **Article 1 – Statement of Work (SOW)**

### **1.000 Project Identification**

#### 1.1 Project Request

The State of Michigan (SOM) through the Michigan Department of Technology, Management, and Budget (DTMB), issues this Contract to provide Audio, Video, and/or Web Conferencing solutions, including products and services, for all State Agencies.

The Contractor must provide recommended hardware and software, consulting, design, installation, configuration, customization, testing, training, and support services necessary to implement and maintain an Enterprise Conferencing solution.

#### 1.2 Background

##### **State of Michigan Video Conferencing network:**

State Agencies and local governments will purchase their own equipment and support/maintenance directly from this Contract.

- Video equipment must meet the required standards (ISO-H.320, H.323, and H.324)
- Inbound video must be a secure connection with encryption passing through the SOM firewall. State agencies and local governments will follow a manual administrative process in order to gain inbound access and connect to the video bridge.
- Contractor will support the Michigan Department of Corrections (MDOC) telemedicine system. MDOC currently utilizes AMD telemedicine ancillary equipment for medical needs at many of the State correctional facilities. Telemedicine does not pass through the Enterprise Bridge and uses standard encryption. The types of telemedicine products currently in use:
  - Exam Cameras
  - Cardiology equipment (Stethoscope, and vital sign machines)
  - Patient Otoscope
  - Telemedicine software

##### **E-rate, MiDEAL and/or other government agencies:**

In cases where different units of government or Michigan Delivering Extended Agreements Locally (MiDEAL) partners are utilizing the Contract, such Purchase Orders shall remain in effect for the balance of the fiscal year of the organization by whom the order was placed.

### **1.100 Scope of Work and Deliverables**

#### 1.101 In Scope

This Contract is for the procurement of solution(s) that include hardware, software and services for Audio, Video and Web Conferencing including, implementation and support services. This Contract includes :

- A. Hardware and Software Acquisition
- B. Contract Transition Plan
- C. System Design
- D. Installation and Configuration
- E. Support Services
- F. Reporting
- G. Service Level Agreements (SLAs)
- H. Audio, Video and/or Web Conferencing Services

A more detailed description of the software, services (work) and deliverables sought for this Contract is provided in Article 1, Section 1.104, Work and Deliverables.

#### 1.102 Out Of Scope

All technology and equipment involving surveillance is out of scope for this Contract.



### 1.103 Environment

The links below provide information on the SOM's Enterprise IT policies, standards and procedures which includes security policy and procedures, IT strategic plan, eMichigan web development and the State Unified Information Technology Environment (SUITE).

Contractors are advised that the SOM has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to SOM IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable SOM IT policies and standards. The Contractor awarded the Contract must request any exception to SOM IT policies and standards in accordance with DTMB processes. The SOM may deny the exception request or seek a policy or standards exception.

Contractor is required to review all applicable links provided below and state compliance in their response.

#### **Enterprise IT Policies, Standards and Procedures:**

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html> and <http://www.michigan.gov/dmb/0,1607,7-150-56355-107739--,00.html>

All software and hardware items provided by the Contractor must run on and be compatible with the DTMB Standard Information Technology Environment. Additionally, the SOM must be able to maintain software and other items produced as the result of the Contract. Therefore, non-standard development tools may not be used unless approved by DTMB. The Contractor must request, in writing, approval to use non-standard software development tools, providing justification for the requested change and all costs associated with any change. The SOM's Project Manager and DTMB must approve any tools, in writing, before use on any information technology project.

It is recognized that technology changes rapidly. The Contractor may request, in writing, a change in the standard environment, providing justification for the requested change and all costs associated with any change. The SOM's Project Manager must approve any changes, in writing, and DTMB, before work may proceed based on the changed environment.

#### **Enterprise IT Security Policy and Procedures:**

[http://www.michigan.gov/dmb/0,1607,7-150-9131\\_9347---,00.html#1300INFSTDSPLNNG](http://www.michigan.gov/dmb/0,1607,7-150-9131_9347---,00.html#1300INFSTDSPLNNG) and <http://www.michigan.gov/cybersecurity>

#### **The SOM's security environment includes:**

- DTMB Single Login
- DTMB provided SQL security database
- Secured Socket Layers
- SecurID (SOM Security Standard for external network access and high risk Web systems)

#### **IT eMichigan Web Development Standard Tools:**

[http://www.michigan.gov/documents/som/Look\\_and\\_Feel\\_Standards\\_302051\\_7.pdf](http://www.michigan.gov/documents/som/Look_and_Feel_Standards_302051_7.pdf)

#### **IT Enterprise Standard Products:**

Specific products are identified as Enterprise IT standards for the SOM. All product standards are reviewed, at a minimum, every two years. The currently standard products are found at:

<http://www.michigan.gov/dmb/0,1607,7-150-56355---,00.html>.

#### **The State Unified Information Technology Environment (SUITE):**

Includes standards for Project Management Methodology (PMM) that must be followed:

<http://www.michigan.gov/suite/0,1607,7-245-46056---,00.html>



#### 1.104 Work and Deliverables

The Contractors shall provide deliverables, services and resources, and otherwise do all things necessary to provide the functionality required for the DTMB Telecom and Statewide business functions, in accordance with the requirements as set forth below and in **Attachment 1 – Enterprise Conferencing Requirements Worksheet**.

#### I. Services (work) To Be Provided and Deliverables

##### Acceptance Criteria

High-level acceptance criteria for Document Deliverables and Software Deliverables are listed in Section 1.501. Any additional or more specific criteria will be identified here.

##### A. Hardware and Software Acquisition

For a Contractor-hosted solution, the Contractor must supply all hardware to be installed, as well as full software services. For an on-premise solution, the Contractor must provide a complete list of all hardware, system software and 3rd party software required to implement the solution. The SOM may procure the hardware and software necessary for the solution through other SOM contracts.

The SOM will also utilize this Audio, Video and Web Conferencing Products and Services Contract to acquire products on an as needed basis, such as table top conferencing phones, headsets, video end units, and desktop cameras. The Contractor is required to provide an online product catalog and or a list of equipment and products being offered.

The Contractor must offer presales technology support to assist in selecting the correct product and determine how it can be best deployed. When a product is selected by the SOM, the Contractor will be requested to provide a pricing quote to detail the product(s) required and the SOM price. The State will issue a purchase order release to the Contractor for the procurement of the product(s).

The Contractor must have the ability to track orders received by the SOM throughout the entire procurement process, from receipt of the order until delivery to the SOM. Product orders should be processed and shipped within the agreed upon timeframe as specified within **Attachment 1 – Enterprise Conferencing Requirements Worksheet**. Products must be shipped to the specified location contained on the purchase order and must be delivered as indicated. The SOM contact person should be notified 48 hours prior to delivery. Deliveries must require a signature from an authorized SOM employee. **Attachment 1 – Enterprise Conferencing Requirements Worksheet** provides additional details on the requirements for the acquisition of audio, video and web conferencing products.

Equipment provided by the Contractor will be new and provided with the manufacturer's standard warranty. When requested by the SOM, refurbished products may be supplied. The Contract provides details in **Attachment 2 & 3– Enterprise Conferencing Pricing Tables** on how refurbished products will be priced.

##### Deliverable(s)

The Contractor must provide conferencing hardware that ranges from video end units, video bridges, desktop video cameras, head seats and audio conferencing stations. The conferencing hardware covered by this Contract includes, but is not limited to:

- Replacement of existing hardware.
- Upgrade of existing hardware.
- Purchase of new hardware.
- Purchase of refurbished hardware.
- Purchase of required initial or additional licensing for quoted hardware products.
- Installation and configuration of purchased hardware.

Conferencing software included as part of this Contract will be:

- Upgrade of existing systems software or appliances.
- Purchase of required initial or additional licensing for quoted software products.
- Installation and configuration of purchased software.



## **1. Video**

Contractor will provide a Contractor-hosted solution if requested. A Contractor-hosted solution would utilize the AT&T Telepresence Service (ATS) Business Exchange as the Hosted Core which is monitored and managed by Contractor. SOM codecs may register to the ATS Business Exchange. This will allow point to point and multipoint calls. The Business Exchange will support Polycom, Cisco (Tanberg) and Lifesize. Additionally, a re-purposed SOM CMA 4000 will be managed by Contractor as part of the Hosted Core for provisioning and Registration of non-supported older SOM-owned codecs that are manufacturer-discontinued.

A Contractor-hosted solution includes registration to the Hosted Core, helpdesk, and maintenance and manufacturer warranty. (Manufacturer discontinued codecs can have the same services except no manufacturer warranty.)

Contractor will work with the SOM on any new video requirements. Contractor will provide new equipment for new orders. Some warranty parts that are sent back by the manufacturer are refurbished, but have met the manufacturer's standards and warranty.

Contractor will work with SOM on any new video requests. The Video Engineer will meet with the SOM, discuss requirements, make recommendations and provide a bill of materials based on requirements. Once the SOM has agreed and submitted a PO to Contractor, the order will be placed and then if it is for a Fully Managed Video Room, Contractor will coordinate installation. Installation includes set up, programming, registration, testing and user training. Drop ship is also available.

SOM will only be responsible for working with Contractor on the video project requirements and for final acceptance. For Contractor-hosted solutions, the SOM will not have to maintain any equipment or licenses for fully managed codecs.

## **2. Audio/Web**

Contractor will provide AT&T Connect which is a data conference service which enables user to present, collaborate, share files and applications, and modify documents via the Internet, as well as video conference through a desktop, laptop, or workstation computer. AT&T Connect is a network-hosted web service. AT&T Connect enables both internal and external collaboration from a single tool, with fully-converged regular/mobile and IP phone.

Attendees can be PC, and/or MAC participants (with the new native client), and mobile users. Three conference types are available with current version of AT&T Connect: Webinar, eLearning, and iMeeting. Within each of these conference types, the host, co-host, or presenter can lead an event. Hosts can right click on a participant name to assign presenter rights.

AT&T Connect is 508 Compliant, Rehabilitation Act, with the participant application. AT&T Connect supports assistive technology. Assistive Technology is supported on both "my AT&T" and Participant Application (PA). Web client is out of scope.

Accessibility features are always available (no need to switch to "Accessibility Mode")

Assistive Technology is supported on Integrated Edition and iMeetings only.

AT&T Connect supports Microsoft Active Accessibility (MSAA) information to Assistive Technology (AT) tools as screen readers, screen magnifiers

Keyboard Accessibility

All functions on AT&T Connect are keyboard accessible:

From the Main Menu

By Tab Navigation



## By using Hotkeys

### Focus Indication

All controls on AT&T Connect have a visible focus indication that moves among interactive interface elements as the input focus changes.

### Colors

AT&T Connect avoids using color coded information.

AT&T Connect uses high contrast between color of text and background.

AT&T Connect inherits user selected color and contrast settings.

### Flickering

AT&T Connect does not have flickering content.

### Web Accessibility

AT&T Connect Event Entry/Activation pages, Dial-in Instructions page, My Web

Conferences & Recordings page, Getting Started page, Online Help and Support Site pages (My Profile, EULA etc.) implement all the provisions below:

Every informative image/animation must have an ALT attribute.

Every form element should have explicit labeling.

All Headings should have structural markup in form of heading tags (h1, h2, h3...) to allow AT users to navigate Web pages by structure.

Links should make sense out of context.

Each frame element in the frameset needs a meaningful title attribute, allowing AT users to jump quickly between frames.

Data tables should be marked up (use the <th> element) to make table navigation easier for AT users.

Content and functionality provided by scripting should be directly accessible to assistive technologies and the keyboard (Avoid using device dependent event handler).

A "skip navigation" link should be available before all navigation links on the Web page to allow screen reader users to skip over directly to the main content.

### Option for JAWS screen readers

In order for JAWS to read the Participants list properly, it is recommended to configure JAWS to **Rely on MSAA for Listviews** with the Participant Application.

This configuration is also useful for the AT&T Connect accounts list on myAT&T.

In myAT&T application it is also recommended to configure JAWS to **Use the Title Attribute for HTML Text Links**.

Business Unit has the option to procure AT&T Connect on a cost per minute, per participant pricing model or, through a Named Host pricing model, for which Business Unit pays a monthly fee determined by the number of Named Hosts designated by Business Unit. With the Named Host pricing model, Business Unit pays a flat monthly fee, in which the host is provided unlimited web access, unlimited voice over computer as an audio option, as well as video using a USB webcam. Both of these pricing options include standard technical support (available 24 x 7 x 365) at no additional charge. AT&T Connect also provides Business Unit integration with enterprise applications, such as Microsoft Outlook, in order to schedule AT&T Connect meetings right from their calendars.



## B. Contract Transition Plan

The Contractor will provide a Contract Transition Plan including necessary time frames and deliverables for the various stages of the project and the responsibilities and obligations of both the Contractor and the SOM.

- The Contract Transition Plan will be delivered and formatted in MS Project plan or equivalent:
  - The Transition Plan will address how to transfer the SOM from the current contract to the new contract. It will include a description of the transition activities; including timeline and resources required.

### 1. Video

If a Contractor-hosted solution is requested, Contractor will work with SOM to finalize a transition plan which will include getting SOM inventory and then registering the current endpoints to the ATS Business Exchange. The registration will include testing and adding the fully managed service to codecs SOM wants covered.

### 2. Audio/Web

For new AT&T Connect Users: Contractor will coordinate with Business Units to develop a deployment timeline, identify and confirm a preferred go-live date, finalize conferencing attributes and features, populate new and/or scrub an existing Host Folder list, migrate users from old conferencing service, discuss unique deployment factors and/or scenarios Contractor should be aware of, and support for an internal communications strategy to inform users about any changes that are being implemented.

Contractor will continue to support Business Units for Audio, Web and Video Conferencing Services. Stated procedures are already in place for new account set-up and ongoing lifecycle management activities.

## C. System Design

Conferencing solution(s) must adhere to the following general design principles:

### 1. Video

- a. Generate and manage reservations.

Universal Portal – Business Unit can use the same web-based scheduling portal no matter the private meeting type. Business Unit can set up internal meetings using their enterprise calendar application Microsoft® Outlook®

- b. Manage conference participants.

SOM can choose a fully-managed solution, including service and endpoints, or can provide its own equipment and have Contractor proactively manage it.

- c. Conferencing environment is to be secure using standard encryption methods.

Contractor solution supports encryption for standard based video endpoints that are joining a MEET-ME Interoperability conference. The feature will be supported for all guest access methods (SIP, H323 and H320). Encryption will also be supported for Cisco Telepresence Service (CTS) and Polycom endpoints and H320 hosted endpoints that join an Interoperability call. Encryption will not be supported for Hosted Interoperability H323 endpoints due to the software limitation on the Session Border Controller (SBC).

Encryption will be enabled at the platform level and will be best effort. If an endpoint is able to negotiate encryption then the call leg will be encrypted if not the call leg will not be encrypted. There are no changes required to the portal to support this since it is not a selectable option.



- d. Produce electronic copy to share conference call to participants and other requestors.

With the proper recording equipment Contractor in conjunction with AT&T Data Network Service can provide electronic streaming of content, storage and dissemination of that content.

- e. Operator assistance.

The AT&T Telepresence Solution Service Desk provides a single point of contact for reporting all Telepresence issues and/or receiving Remote Assistance services.

The majority of incidents will alarm through the use of SNMP and other scripted monitoring tools. The management system will automatically open tickets when it receives these alarms. However, Telepresence customers can always call the 24x7 Telepresence Service Desk to receive Remote Assistance and/or Technical Support.

- f. Contractor will provide the host with equipment and software necessary to manage conference calls.

- g. Contractor solution will allow participants to communicate interactively.

## 2. **Audio/Web**

Generate and manage reservations.

AT&T Connect provides an add-in for Microsoft Outlook Exchange, which is used to create online, scheduled and recurring conferences on the AT&T Connect service, similar to scheduling a standard appointment from a calendar. With a single click of a button, an online event can be set up, attendees invited, comments inserted and event settings added or modified. Additionally, with one click of a button in a calendar appointment, a participant can enter a scheduled online event without the need to enter login credentials. This allows the meeting host to produce an electronic copy to share their conference call information with participants and other requestors.

AT&T Reservationless Service allows the end-user account holders (a.k.a. hosts) to generate and manage reservations through the Microsoft Outlook add-in. This Outlook add-in allows meeting hosts to generate and schedule AT&T Connect sessions (audio only, and/or audio + web + video) right from their native calendar and manage and track availability, and who has accepted, is tentative and who declined the meeting invite. All of the native Outlook calendar applications and features still apply.

Manage conference participants.

AT&T Connect allows the meeting host/presenter to manage conference participants, in that they can mute/unmute participants via audio and web, as well as lock the conference so no additional participants can join, the Host can hear a participant count and/or hear a participant list, and also have the option to turn on/off name announcement as participants join and leave the meeting.

Conferencing environment must be secure using standard encryption methods.

AT&T Connect Service provides several different unique numbers and codes to allow access and maintain conference security, including:



Access Code - A code number that Hosts and participants enter to uniquely identify the Host's account.

Host Password - A code number that Hosts enter to identify themselves as Hosts, thereby letting them start their conference and use the commands and options reserved for the Host. The Host can change the Host's password at any time via touchtone commands.

Lock Conference - The Host can lock and unlock the conference to control the ability of additional participants to join the call.

Name Record and Announce - A variety of options designed to provide the Hosts with the ability to have participants speak their name when they enter their call. These name recordings can then be played back in a number of ways.

Participant Count - The Host can request an announcement identifying the number of participants currently on the conference at any time, via touchtone commands, to verify the total number of participants.

**Optional Security Access Code** – The Host can elect to require participants to enter a Host assigned security code, 4 to 9 digits in length, to join the call. This code can change on a meeting by meeting basis, depending on what the host desires and has communicated out with his/her invited participants.

AT&T Connect web conferencing provides security and all real-time conferencing streams are protected with 128-bit end-to-end SSL encryption. Specifically, all streams (audio, video, whiteboard data, applications sharing screen images, etc.) pass from the AT&T client software (on the end-user's desktop) through the AT&T Connect conferencing servers, and on to the other end-user PC clients. The streams are never decrypted during the transit.

Even before encryption is applied, the real-time data streams passing between AT&T Connect servers, and between servers and connected clients, are compressed and encoded for bandwidth efficiency and added security.

Produce electronic copy to share conference call to participants and other requestors.

With a single click of a button, an online event can be set up, attendees invited, comments inserted and event settings added or modified. Additionally, with one click of a button in a calendar appointment, a scheduled online event can be scheduled without the need to enter login credentials. This allows the meeting host to produce an electronic copy to share their conference call information with participants and other requestors.

Operator assistance.

AT&T Connect provides operator assistance anytime during a "live" conference call/meeting. AT&T Connect Event Services can also provide an Operator to help facilitate the meeting with a moderated Q&A, meet and greet as participants join, etc.

Contractor will provide the host with equipment and software necessary to manage conference calls.

AT&T Connect is a Contract-hosted solution, and therefore, Contractor will provide the software needed to host AT&T Connect audio, web and video conferencing meetings. Within this AT&T Connect software, Contractor provides the tools necessary for SOM users to manage their conference call.



Allow participants to communicate interactively.

AT&T Connect is an integrated audio, web and video conferencing and collaboration tool. Therefore, the participants are able to communicate interactively, at the discretion of the meeting host. Participants are able to speak over the audio conference bridge or Voice over Computer audio option, by sending private or public notes, using the emoticons to signal their opinion, or raise their hand, etc.

**3. Audio/Web**

Conferencing solution design will provide:

- a. Many conferencing participants concurrently.

AT&T Connect allows Business Unit to host meetings with up to 250 participants and includes the following features and benefits:

Presenter control to mute and lock participants

My att—always open, personalized meeting room for Reservationless voice, web, video conferences for up to 250

Reporting—usage, tracking, call detail reporting (CDR), etc.

Access from any device—telephone, mobile, IP phone, and PC

Ability to seamlessly escalate from voice-only to web conferencing

- b. Reservationless access.

AT&T Connect Reservationless Conferencing provides access to a conference call anytime of the day or night without ever having to make a reservation. Reservationless Service provides the Host with pre-determined dial-in numbers (toll free and 10-digit direct dial-in numbers) and access codes. Hosts can have immediate conferences without making reservations.

If a participant calls in before the host, he/she will hear music until the host joins. The meeting host will dial-in the same way as participants, but be prompted to press the \* sign on their keypad, and enter their host password followed by the # sign. For security measures, the conference call starts when the host joins the call and ends when the host leaves the call, unless SOM instructs Contractor otherwise.

- c. Tools to manage participant’s capabilities and messages played while entering the conference.

The Host, using the touchtone commands, is able to manage Participant’s with the following options.

Command	Feature/Capability
*#	List of Conference Call Commands
#	Exit List of Menu Commands
*0	Host Assistance (*0 will cancel a request for host assistance)
*1	Host Dial Out (to add a participant)
*2	Begin/End Conference Record
*3	Change Conference Entry & Exit Announcement Option
	1 Name Record (toggle)



	2 Tones for entry/exit
	3 Silence for entry/exit
	4 Name Announce entry/exit (only if name record is on)
*4	Conference Lock/Un-Lock (toggle)
*5	Participant Count
*6	Mute/Un-Mute your line (toggle)
*7	More Commands and Host Options (See Host Sub Menu Below)
*8	Allows conference to continue after the Host disconnects (conference continuation)
*9	Hear List of Conference Participants (roll call)

**Host Sub Menu**

More Commands and Host Options Sub-Menu	
1	Broadcast (toggle on/off)
2	Question & Answer (if Broadcast is on)
3	Voting & Polling
	The following Host Options can be changed at any time by returning to this menu.
4	Change Host Password (active and future conferences)
5	Change Roll Call Options (future conferences)
	1 Name Record (toggle)
	2 Tones for entry/exit
	3 Silence for entry/exit
	4 Name Announce entry/exit (only name record is on)
6	Change Conference Start w/o Host (future conferences)
7	Change Conference Continuation (future conferences)
9	Re-play Sub Menu
#	Return to Conference

**Touchtone Commands for Individual Participants**

Command	Feature/Capability
*#	List of Conference Call Commands
#	Exit List of Menu Commands
*0	Request a Specialist
*5	Participant Count
*6	Mute/Un-mute your line (toggle)
*9	Hear List of Conference Participants (roll call)

- d. Capability for participants to reach an operator at any time during conference.



An AT&T Specialist can be reached at any time by any participant/host by pressing \*0.

- e. Participants are allowed accessed to enter lecture mode, and mute the conference.

Individual participant can mute and unmute their own line by pressing \*6. If logged into the web portion of AT&T Connect, the participant can press the Mute button located at the top of the screen. The meeting host is also able to put all meeting participants in a broadcast “listen-only”, lecture mode by pressing \*71. In the AT&T Connect session, the Host also has the ability to put all participants in a “listen only” (lecture mode) by clicking on the broadcast mode option listed under the participant list.

#### 4. Non Peer-to-Peer Video

Contractor-provided Non peer-to-peer Video conferencing system design will:

- a. Provide 2 – 90 simultaneously connected video conferencing sites.
- b. ATS can provide 90 simultaneous video calls. It allows up to 12 codecs in one multipoint call
- c. Follow International Telecommunication Union Standards (ITU): H.323 and all sub-protocols. The State does still use H.320 at some locations for video over ISDN.
- d. Provide the interconnection of video endpoints using different transport protocols (ISDN or H.323 IP).
- e. Integrate audio into the conference and support minimum of H.261 QCIF audio.
- f. Provide On-demand service for instance access to the conference.
- g. All multipoint calls require scheduling and point to point calls are ad hoc.
- h. Support high-definition (HD) videoconferencing (with resolution rates equal to or greater than 1,280 x 720 pixels).
- i. Provide systematic secure connectivity without manual intervention.
- j. Include Telemedicine equipment: Exam Cameras, Cardiology equipment, and Patient Oscope equipment.
- k. Interface between Polycom compatible video conferencing equipment and AMD Global Telemedicine medical equipment.

#### 5. Peer-to-Peer Video

Peer-to-Peer Video provided by Contractor has the following characteristics:

- a. AT&T Telepresence Solution Customer traffic is kept separated from other Customer traffic using the traffic separation capability inherent in MPLS Virtual Private Networks (VPNs).
- b. AT&T Telepresence Solution Customers VPN connectivity has the following security characteristics:
  - **Containment** – Traffic between customer-edge (CE) routers remains within the Customer’s VPN.
  - **Isolation** – Network design prevents one customer’s VPN from materially affecting another customer’s VPN.
  - **Availability** – Shared resources are engineered to meet Service Level availability and mitigate denial of services activities through access control lists, filters on learned route and infrastructure hardening.



- **Simplicity** – IP-based MPLS network VPNs provide a scalable architecture and simplifies provisioning (and hence helps to avoid issues associated with customers having to configure point-to-point solutions, as is the case in IPsec VPN solutions).

## 6. Audio/Web

AT&T Connect uses distributed, software-based architecture integrating data, video, and voice streams for web conferencing. Participants utilize either a standard web browser and/or an AT&T Connect client application to connect to AT&T Connect conferencing servers using an encrypted connection over the public Internet.

Contractor solution (AT&T Connect) will:

- a. Support up to 250 participants, including the host, in a single meeting.
- b. Provide application sharing including desktop sharing.

AT&T Connect enables both internal and external collaboration from a single tool, with mobile device access.

Features include:

Application sharing.

View whiteboard.

View participant list.

Speaker Identification.

Emoticons to signal an opinion.

Schedule conferences with Calendar.

Send/Receive and Save Notes.

Alert others that you've stepped in-or-out of the conference.

Remote control feature, which allows the host the ability to control a participant's desktop or application.

Pass presenting rights to any participants by right mouse clicking on their name and granting them the ability to control the mouse and keyboard.

Fully integrated audio conferencing to see who's speaking, mute/unmute participants, put all participants in a listen-only, "broadcast" mode, etc.

USB webcam video support for the Host to share his/her video with the participants.

- c. Operate with any browser.

Attendees can be PC or MAC® participants and mobile users with AT&T Connect Integrated. AT&T Connect operates with the following browsers:

Microsoft Internet Explorer

Safari®, FireFox® and Chrome®

- d. Support most mobile devices.



#### Additional Microsoft Integration

Support Microsoft® Office® 2010 and follow on releases

Support Office365®

- e. Provide collaboration to allow participants to share and modify documents.

#### AT&T Connect provides the following features:

The Host has the ability to load PDFs, Word or PowerPoint documents to share during a meeting.

The Host has the ability to share any applications running on their desktop including their entire desktop.

The Host can turn on the ability to see the participant list so that participants can communicate with each other easily, write on the whiteboard, and use the emoticons to quietly signal too fast, too slow, or I agree.

Unmute participants so they may speak freely.

Enable all participants to draw on the whiteboard to add strategic comments or use the whiteboard to publicly capture meeting notes.

Share content and take web tours.

Record the conference and send the recording link to participants and others.

#### In the eLearning environment:

Show the participant list to encourage open communication and foster teambuilding

Allow participants to respond to polls and yes/no and multiple choice questions Allow participants to send notes to one another, host and co-host

Allow all participants to annotate shared application content in the whiteboard to share ideas

Unmute participants to foster an interactive discussion at key intervals during the conference

Assign co-hosts to help manage the conference

- f. Host the capability to remote control a participant's desktop or application.

AT&T Connect does provide a remote control feature. The remote control feature allows the host the ability to control a participant's desktop or application.

- g. Promote any attendee to be the presenter to control the presentation computer by controlling the mouse and keyboard.

Pass presenting rights to any participants by right mouse clicking on their name and granting them the ability to control the mouse and keyboard.

- h. Provide integration of audio into the conference.



AT&T Connect is fully integrated audio, web and video conferencing and collaboration solution. The fully integrated audio conferencing allows all participants to see who's speaking, the Host to mute/unmute participants or put all participants in a listen-only, "broadcast" mode.

- i. Provide one-way web conference from the Host to the participants with limited audience interaction.

The Host can use Broadcast mode to mute all participants to avoid any distractions during the presentations. AT&T Connect also allows the Host to customize each call to limit the participant interaction.

#### **D. Installation, Configuration, Testing and Training**

Implementation consists of the Contractor configuring, and testing the Conferencing solution. This includes installing and configuring the base equipment. The implementation will include development and successful establishment of the necessary connectivity of the Conferencing equipment. Once the solution is readied, the Contractor can expect to develop and perform appropriate equipment and user testing, prepare and provide operational and technical documentation.

The Contractor must provide installation and configuration for all products proposed.

#### **1. Video**

ATS Business Exchange and the State's existing codecs are already installed. For the existing codecs, configuration and registration is included in pricing. For new equipment that is purchased with the fully managed services the cost includes installation, configuration and testing.

The following apply to Video installation and configuration:

- a. The Contractor will prepare an installation schedule of work to be done.
- b. Contractor will use qualified personnel to insure properly completed installations.
- c. Contractor must insure all implementations are completed in accordance with industry standards.
- d. Installation must include all cabling, and connections to bridges, circuits and other network equipment.

#### **2. Audio/Web**

Contractor will provide AT&T Connect support by maintaining a dedicated Application Sales Executive to provide sales support, a Client Support Specialist for all lifecycle management activities, as well as an AT&T Connect Implementation Manager for support and rollout of new accounts.

The following apply to Audio/Web installation and configuration:

- a. When a user is enrolled for AT&T Connect, he/she receives an email confirmation which contains a link. The user clicks on the link to load AT&T Connect onto their PC or MAC.
- b. The Participant application is necessary to have full feature functionality in an AT&T Connect web conference. The application allows user to load, annotate and share files on a common whiteboard, tour the web, poll the participants, record (if permitted), control event settings and perform other functions. As a presenter, users are provided additional event level settings that can be controlled with the Participant application.



- c. The Participant application will also set up a myAT&T application (with a shortcut on the desktop and system tray) that allows registered users (with host accounts) to connect to events on the AT&T Connect service and to their own reservationless Meeting Room. In order to activate myAT&T, a registration link must be provided to registered users on the service and normally can be found in the account registration email user receives from Contractor.

### **3. Video**

The following apply to Video Testing:

- a. Contractor will provide testing for network compatibility, including backward compatibility per codec manufacturer specifications.
- b. Connection testing will be completed by Contractor to verify connections are working properly.
- c. The Contractor will provide comprehensive testing to validate functionality and performance, and recommends joint testing requirement as part of the design finalization process.
- d. Contractor will complete functional testing and registration to the bridge (ATS Business Exchange).

The re-purposing of a SOM CMA4000 and the reregistering of the SOM desired older SOM codecs to the CMA is part of the Transition Plan. Contractor will do the design, implementation, testing and conversion process as well as provide ongoing CMA, VBP, and codec support and end user Helpdesk.

### **4. Audio/Web**

The following applies to Audio/Web Testing:

To test AT&T Connect the user must launch AT&T Connect to make sure they can successfully log into their meeting room. During training sessions, the instructor will walk users through the log in process to make sure it is successful. The AT&T Connect Technical Helpdesk will be available for assistance and to resolve issues with first time login.

### **5. Video**

The following apply to Video Training:

- a. Contractor must provide the transfer of all knowledge and training for the implemented conferencing technologies.
- b. Contractor must provide on-line access to training and user guides.
- c. The cost of training must be included as part of the implementation price.
- d. Contractor will provide ATS training, through a YouTube video at the following URL: <http://www.youtube.com/watch?v=TMUy0O7Awuo>. The video shows the user how to schedule using portal.
- e. Room and Codec use will be part of end user orientation at time of installation. The video Helpdesk will also be available for end user training and support on a going forward basis.

### **6. Audio/Web**

Contractor will provide users with training in how to use AT&T Connect. Contractor provides instructor-led training sessions in which registered hosts may interact with the trainer and ask questions. The sessions are normally 45-60 minutes long, but users may attend as many training classes as they want at no charge. Contractor also provides computer-based training which can be taken as needed at any time that is convenient for the user.



The following apply to Audio/Web Training:

- a. Training sessions include the following topics:
  - Scheduling and inviting others to AT&T Connect events
  - Presenting a live event (including sharing an application, inserting materials, using the whiteboard, using audio functions, conducting web tours, taking polls and surveys, and more)
  - Using advanced features such as policies and controls
  - Running a web conferencing event effectively, including best practices and tips
- b. On demand training is also available. All training will be conducted in English through a host learning management portal and may be password protected. The training will cover basic, generic AT&T Connect operations.
- c. Contractor will provide specially branded, customized, private training beyond the scope of the publicly available training. This training can be specialized to meet specific users' needs/requests.
- d. AT&T Connect technical documentation is provided out on the Contractor's public website at <http://www.corp.att.com/attconnectsupport/>. This website provides support and technical documentation for Administrators', as well as end-users.

Information available on this webpage includes:

Downloads and Documentation, including the Participant Application

Recording Converter and Materials Editor

Add-in for Microsoft Outlook

System Requirements documentation

Mobile apps for the iPhone, BlackBerry, Android and iPad.

Customer Care information, including the Live Chat, and/or phone number to call for support.

Getting Started Documentation, as well as Frequently Asked Questions

Training link to access the free, ongoing "live" instructor led training and also pre-recorded sessions that are available free of charge. Electronic user guides are also provided as part of the training curriculum.

AT&T Connect Video Tutorial

Provisioning process overview

## **E. Support Services**

### **1. Video**

All the items listed below are performed by Contractor. These services will be available as soon as all devices are registered to the ATS Business Exchange.

- a. Technical Support Help Desk

Contractor helpdesk is available 24 hours a day, 365 days a year for problem reporting and technical assistance.



Contractor helpdesk staff is qualified and experienced to diagnose and correct problems real time.

Contractor helpdesk has an automated ticket tracking system. The AT&T Telepresence Remote Assistance Help Desk provides around-the-clock support to assist with any problems that or questions that arise.

Administrators, schedulers, meeting coordinators, and attendees can contact the Remote Assistance Help Desk for help 24 hours a day, seven days a week.

When users contact the Remote Assistance Help Desk for support, they should be prepared to provide as much information as possible about the problem they are experiencing, such as the date, time, conference ID, and confirmation number, and any specific steps that they may have tried in an attempt to reproduce the problem.

Provide Web interface to view trouble tickets.

Business Unit will have access to view trouble tickets through the web portal. The ATS Support portal provides online access to system status, trouble ticket creation, Move, Adds and Changes ticket creation, ticket status, system reports and administration at the ATS Management Support Portal. Contractor will troubleshoot telepresence calls (to establish a meeting) and other issues that affect a meeting. If an incident is isolated to an ATS Service Component, Contractor will manage the incident to resolution and will notify the appropriate Customer contact of the status. (see chart below)

Contractor will provide a technical support help desk staffed with personnel which have excellent English communication skills.

#### b. System Design and Consulting Services

Contractor Planning & Design Engineering services will work with Business Unit to provide complete solutions that analyze the current conferencing technologies and develop plans and Strategies.

Contractor will provide complete system architecture and design services for the implementation of audio, video and web conferencing equipment.

Contractor will provide strategies and best practice methods used to mitigate security risks introduced by peer-to-peer collaboration tools or services.

#### c. Warranty and Maintenance Services

- All products must be provided at a minimum with the manufacturer's standard warranty.
- Extended and Upgraded warranty and maintenance options must be available throughout the life of the contract.
- Warranty and maintenance coverage is available to all Business Units.
- Contractor will perform Case Tracking and escalations as part of the incident and problem management service.
- Time and Materials services are available for post-warranty repairs as priced in the cost tables.



Activities		Essential Management
24 / 7 Proactive Monitoring		X
Proactive ticketing and notification		X
Responsive ticketing and notification		X
Incident, Problem and Change Management		X
Quarterly Stewardship Meetings		X
Reporting Metrics		X
Interactive web portal		X
Remote Assistance Service		X

**2. Audio/Web**

Contractor responsibilities include:

A technical helpdesk which is available 24x7

The ability to reach a technical specialist “live” by phone, e-mail, or through online chat.

Preparation and delivery of a trouble ticket for any technical or operational difficulty experienced during an AT&T Connect session using the multi-point desktop video conferencing capabilities.

a. Technical Support Help Desk

Contractor Help Desk will be available during specified hours, excluding State holidays. (7:00 am to 7:00 pm EST Monday-Friday) for problem reporting and technical assistance.

As part of the AT&T Connect Service, and at no additional charge, AT&T will provide the following standard technical support: assistance with initiation of the Service, assistance with event entry, assistance with dial-in, assistance with event creation, answering basic “how-to” questions, assistance with issues during Events; and provision of a Help Desk for the intake of various technical issues. Technical support is provided in English only.

Contractor will provide skilled technical staff that can diagnose and correct problems real-time.

AT&T Connect provides 24x7 technical support for host and participants, in which a “live” U.S. based specialist can be reached by phone, e-mail, or a “live” chat feature provided on Contractor’s website. This allows pre or post call support, as well as during conferencing events. Contractor offers technical support to conference participants. Contractor’s live help desk can assist participants with issues such as setting up the conference or connecting to it.

Contractor will provide an automated ticket tracking system. When a user reports a trouble to the Technical Helpdesk, a ticket is generated and tracked until issue is resolved.

Contractor will provide a Web interface to view trouble tickets. The Technical Helpdesk will continue to follow up with the user via e-mail or telephone call until the ticket is closed.

Contractor will provide a technical support help desk staffed with personnel which have excellent English communication skills.

b. System Design and Consulting Services



Contractor will analyze current usage and spend to promote best practices in the use of AT&T Connect.

Contractor will provide complete system architecture and design services for the implementation of audio, video and web conferencing equipment.

AT&T Connect Service provides several different unique numbers and codes to allow access and maintain conference security, including:

Access Code - A code number that Hosts and participants enter to uniquely identify the Host's account.

Host Password - A code number that Hosts enter to identify themselves as Hosts, thereby letting them start their conference and use the commands and options reserved for the Host. The Host can change the Host's password at any time via touchtone commands.

Lock Conference - The Host can lock and unlock the conference to control the ability of additional participants to join the call.

Name Record and Announce - A variety of options designed to provide the Hosts with the ability to have participants speak their name when they enter their call. These name recordings can then be played back in a number of ways.

Participant Count - The Host can request an announcement identifying the number of participants currently on the conference at any time, via touchtone commands, to verify the total number of participants.

Optional Security Access Code – The Host can elect to require participants to enter a Host assigned security code, 4 to 9 digits in length, to join the call. This code can change on a meeting by meeting basis, depending on what the host desires and has communicated out with his/her invited participants.

AT&T Connect web conferencing real-time conferencing streams are protected with 128-bit end-to-end SSL encryption. Specifically, all streams (audio, video, whiteboard data, applications sharing screen images, etc.) pass from the AT&T client software (on the end-user's desktop) through the AT&T Connect conferencing servers, and on to the other end-user PC clients. The streams are never decrypted during the transit. Even before encryption is applied, the real-time data streams passing between AT&T Connect servers, and between servers and connected clients, are compressed and encoded for bandwidth efficiency and added security.

#### c. Warranty and Maintenance Services

All products must be provided at a minimum with the manufacturer's standard warranty.

AT&T Connect is a contractor hosted account only solution. This collaboration tool does not require any equipment or licenses to be purchased.

Extended and Upgraded warranty and maintenance options are available throughout the life of the contract.

Warranty and maintenance coverage is available to all Business Units.

Case Tracking and escalations are performed.

AT&T Connect Technical Helpdesk will continue to monitor and work tickets that are opened by users until resolved. Formal escalation processes are established and will be implemented.



### 3. Contractor-Managed Video Support Services

All the items listed below are performed by Contractor. These services will be available as soon as all devices are registered to the ATS Business Exchange.

- a. Contractor will continuously monitor audio, video and web conferencing related equipment, systems and network. (e.g. bridge monitoring services)
- b. Contractor will send notifications to Business Unit users via e-mail in the event of a system fault or other pre-defined conditions.

Standard notifications include automated emails generated at predefined intervals of the incident lifecycle (Impact Summary, Incident Isolation, and Incident Resolution). The procedures for customer notification across all incidents are outlined below:

#### **Step 1 - Email**

- Notification will contain the following information: Site Name, Current Priority, Incident Lifecycle State, Issue/Isolation (if known), Current Status, and Next Steps.

#### **Step 2 – Outbound Call to Designatd On-Site Contact(s) only if remote hands & eyes assistance is required**

- Unless otherwise determined, outbound calls will take place based on the local time of the location in question and the incident severity: 24x7 (Sev 1); 8x5 BD (Sev 2-4)

#### **Step 3 – Outbound Email to Meeting Organizer(s)**

- If a meeting is scheduled at a predefined interval from when the incident was opened recipients will be informed of the possible impact to their scheduled meeting.

- c. Contractor will provide event services which may include but is not limited to; scheduling, participant registration, customized registration process, capturing participant data, providing confirmations, and event reporting.

Business Unit users can schedule calls by either using Microsoft Outlook or the web portal at <https://telepresencemeeting.att.com/userweb/app/>. AT&T Business Exchange includes an online Customer Directory listing endpoints with access to the AT&T Business Exchange. **Event reporting can either be by email or telephone notification. AT&T will work with SOM to mutually agree upon notification process.**

- d. Contractor will maintain a secure database in an industry standard format containing but not limited to; host employee ID, host name, account number, originating location, dialed location(s), date and time, type of session, type of call (point-to-point or bridged), duration and applicable charge, with access for ad hoc queries by Designated Users.

Contractor maintains a secure database that contains information by endpoint. Endpoint detail includes type of endpoint, location, endpoint phone number, conference date, type of call, and call duration.

- e. Contractor will provide assistance in configuring multi-point bridged calls to allow connections to multiple videoconferencing sites at once.

Contractor's solution allows configuration of multi-point bridge calls on the ATS Business Exchange. These calls can be schedule for multiple sites or point to point calls. If assistance is needed, the user can contact the Contractor helpdesk who will work with the user until the issue is resolved.

- f. Contractor will provide Conferencing on Demand for endpoint users outside of SOM network to access the conference without needing pre-approval or entry into the SOM's firewall.



Contractor's solution allows conferencing on demand for point to point calls including calls outside of the SOM network. Multi-point calls need to be scheduled. SOM will not need to pre-approve any type of video call.

- g. Contractor will provide service levels for all conferencing technologies. (e.g. Automated or Self Service, Basic Operated Assisted, Premier Operator Assisted)

Contractor performance objective for the AT&T Telepresence Solution Meeting SLA is for the Customer to experience no Unsuccessful Telepresence Meetings during a calendar month.

An "Unsuccessful Telepresence Meeting" occurs if:

Customer is unable to commence an ATS meeting, contacts ATS Helpdesk Support for assistance and the meeting is not commenced within 20 minutes from the time the call was received and incident ticket created, or

Customer experiences an Interruption during an ATS meeting, contacts the help desk for assistance and the meeting is not restored/resumed within 20 minutes from the time the incident ticket is created by the help desk.

- h. SLA-1.1. Definitions

"Covered AT&T Telepresence Solution Monthly Charges for an Endpoint" means the monthly Contractor-provided Equipment or Customer-Owned Equipment charge for the Endpoint at the affected Customer Site. Covered AT&T Telepresence Solution Monthly Charges for an Endpoint do not include amortized installation and one time charges.

"Interruption" is defined as, during an ATS meeting, the participants in the meeting being unable to transmit high-definition video and audio communications.

- i. SLA-1.1.1. SLA Exclusions

Contractor is not responsible for failure to meet an SLA resulting from:

- Negligent conduct or misuse by Customer or Users of AT&T Telepresence Solution;
- Failure or deficient performance of endpoint or network equipment not managed or monitored by Contractor. The availability of helpdesk support for an endpoint or management or monitoring of network equipment under a separate agreement with Contractor is not considered Contractor management or monitoring as described in this exclusion.
- Failure or deficient performance of power, equipment, services or systems not provided by Contractor, including, but not limited to, customer-provided power supply, internal building wiring, proper environmental conditions, customer-provided circuits, interoperability with other teleconferencing products or services, or router connected telephone line for problem determination;
- Failure of Customer to complete or permit completion of required room remediation;
- Customer requested or caused delays or Customer's election to not release a Service Component for testing and/or repair based upon Contractor's recommendations
- Service interruptions, deficiencies, degradations or delays:
  - due to access facilities, MPLS VPN transport or CPE not provided by Contractor,
  - due to customer supplied wiring or cable,
  - during any period when a Service Component is removed from service for maintenance, replacement, or rearrangement purposes or for the implementation of a Customer order; and
- Force Majeure.



- j. Contractor Solution SLAs do not apply:
- if Business Unit and Contractor agree to another remedy for the same interruption, deficiency, degradation, or delay affecting the Service Component subject to the SLA.
  - if trouble is a result of network congestion
  - if trouble is a result of invalid equipment configurations for components not supported by AT&T in a converged network configuration
  - to any video components not subject to ATS Management.

#### 4. Audio/Web

For Audio/Web Contractor will:

- a. Continuously monitor audio, video and web conferencing related equipment, systems and network. (e.g. bridge monitoring services)

Contractor provides maintenance personnel trained on the AT&T Connect Service to do continuous testing and monitoring on a 7x24x365 basis. In the event of an outage or failure, the network is designed with high levels of redundancy including emergency backup equipment,

- b. Send notifications to Business Unit users via e-mail in the event of a system fault or other pre-defined conditions.

In the event of a major system fault and/or major system upgrade, Business Unit will be notified.

- c. Provide event services which may include but is not limited to; scheduling, participant registration, customized registration process, capturing participant data, providing confirmations, and event reporting.

AT&T Connect Event Services can provide web event specialists. These specialists will provide Business Unit users professional planning, management and production services.

- d. Maintain a secure database in an industry standard format containing but not limited to; host employee ID, host name, account number, originating location, dialed location(s), date and time, type of session, type of call (point-to-point or bridged), duration and applicable charge, with access for ad hoc queries by Designated Users.

Through the secure AT&T BusinessDirect, usage reports broken down by host and any accounting information Contractor gathers is provided and can be sorted down to the end-user level. Ad-hoc reports can be created and sorted by any of the collected information, such as host name, telephone number, accounting information (i.e. department ID, employee number, etc.) are sortable fields, and allow the Business Unit to create custom, ad hoc reports.

Registration and attendance reports are available to event moderators for the events that they host through the myAT&T desktop client that will be loaded on each registered users desktop.

Contractor can also provide a list of active accounts set-up. This report is provided in a comma-separated value (CSV) format.

- e. Provide assistance in configuring multi-point bridged calls to allow connections to multiple videoconferencing sites at once.

Video conferencing is fully integrated with AT&T Connect using USB Webcams. No special scheduling or IT preparations are required to activate video during web conferences. The AT&T Connect Windows-based Participant Application is required to use AT&T Connect Desktop Video. Only attendees who join a conference via this interface can view and/or transmit desktop video during a conference.



- f. Provide Conferencing on Demand for endpoint users outside of SOM network to access the conference without needing pre-approval or entry into the SOM's firewall.

AT&T Connect is built on a classical client/server architecture. Participants typically utilize either a standard web browser and/or a Windows-native AT&T Connect client application to connect to AT&T Connect conferencing servers using an encrypted connection over the public Internet. The architecture of the AT&T Connect solution allows participants who are located behind different firewalls to join Connect sessions.

- g. Provide service levels for all conferencing technologies. (e.g. Automated or Self Service, Basic Operated Assisted, Premier Operator Assisted)
1. **Quality of Service (QoS)** — Contractor tracks QoS through statistics, fault reporting, and quality assurance programs. Based on periodic review of factors such as answer speed, bridge availability, and abandonment rates, Contractor will adjust staffing levels and systems. In addition, Contractor will analyze all faults, whether attributable to Contractor or to outside factors, to identify trends and take corrective measures.
  2. **Service Interruption** — Contractor's objective is for 100% of the conferences to be available for the duration requested. If user experiences interruption, Business Unit must notify Contractor of the interruption and provide the called number, a description of the trouble, the service type, and the time that the call was placed.
  3. **System Availability** — Contractor's objective is 99.9% of Business Unit conferences will be accessible by designated hosts. Contractor assures this objective only for factors within their control; if Business Unit experiences a problem due to an error such as incorrect dialing or customer premises equipment (CPE) problems, Business Unit is responsible.

Contractor will endeavor to restrict known interruptions to "off-hours", and with as much advanced notice to users as is practicable under the circumstances.

Specific Support Services and Contractor-Managed support services can be found in the **Attachment 1 – Enterprise Conferencing Requirements Worksheet**.

## F. Reporting

Deliverables:

The Contractor must provide the capability to produce both standard pre-defined reports and customizable reports. Reports are to be in a format to be determined by the SOM at award of the contract.

The reports are to include, but not limited to:

- a. Usage and Performance issue reports regarding system health and problem and outage reports. (Monthly)
- b. Repair Ticket Summary. (Monthly)
- c. A report detailing the number of service calls. (Monthly)
- d. Product and services procurement reports. (Monthly)
- e. Warranty, maintenance and support services activity report. (As needed)  
Customized and ad hoc reports as requested by the SOM. (As needed)

### 1. Video

Contractor will provide standard and customized reports. Contractor will provide information on usage and performance issue reports regarding: system health, problem and outage data, repair ticket summary, number



of service calls, and product and services procurement information, Contractor will work with SOM to develop mutually agreed upon customized reports.

Primary features of Telepresence Solution Reports include:

Monitoring support for Cisco and Polycom endpoints

Monitoring support for Cisco TelePresence Recording Server

Ticketing on audio and video threshold violations for jitter, latency, and packet loss during a call

New availability report (shows site availability metrics, affected scheduled meetings)

Improved utilization report (revised metrics for utilization)

Improved inventory report (addition of server hardware information, presentation codec)

Improved call detail record (CDR) (additional metrics added)

Monitoring of selected SYSLOG messages for application health (for example, dropped calls)

Enhanced monitoring of server health (for example, power supply, fan status, RAID controller, physical disks)

Automatic log collection when problems reported by end user (using soft key on IP phone)

## **2. Audio/Web**

- a. Business Unit will obtain reports through AT&T BusinessDirect. Usage reports broken down by host include accounting information collected by the Contractor on behalf of the Business Unit. This information can be sorted down to the end-user level. AT&T BusinessDirect provides Business Unit the ability to create ad hoc reports. Host name, telephone number, and accounting information (i.e. department ID, employee number, etc.) are sortable fields, which allow Business Unit to create custom, ad hoc reports.
- b. Registration and attendance reports are available to event moderators for the events that they host through the myAT&T desktop client that will be loaded on each registered users desktop.
- c. The Business Unit will be provided reports containing service level objectives metrics, service availability for the entire AT&T Connect Service Platform and a summary of monthly trouble tickets, upon request. For AT&T Connect, reports which include registration, attendance, and usage can be provided.
- d. Contractor can also provide a list of active accounts in a comma-separated value (CSV) format.

## **G. Service Level Agreements**

### **1. Video**

- a. The Contractor must provide on-site warranty services directly and coordinate these services between the Business Unit and the manufacturer or reseller

Contractor will provide onsite warranty service and coordinate this work.

- b. The Contractor's problem resolution process must include but not be limited to the following:
  - initiate trouble tickets with appropriate provider(s)
  - track all trouble tickets and provide updates to the SOM
  - maintain service escalation for all service providers



- record history and resolution of all trouble tickets
  - analyze trouble tickets for trends and chronic problems.
- c. The Contractor must provide an initial communication within a 1-hour response via telephone, remote access, or on-site to the SOM dependent on the criticality.
- d. For Severity Levels 1 and 2, the Contractor’s mean time to notify is 15 minutes. The target Mean Time to Troubleshoot (MTTT), regardless of severity, is 30 minutes. Contractor provides a 4 hour Mean Time to Repair for Severity Level 1 and 2. See table below for details.

The following table explains the incident priority/severity categories and repair times. For every severity, Contractor will commit necessary resources during normal business hours to resolve the issue.

Incident Priority/Severity	Description	MTTR target
<b>Severity 1</b>	Telepresence system is unavailable. Meeting in progress or scheduled within 4 hours. AT&T and customer commit necessary resources (24x7 availability) to resolve issue.	4 hours
<b>Severity 2</b>	Telepresence system unavailable or experience severely degraded Meeting scheduled within 24 hours AT&T and customer commit full-time resource during normal business hours to resolve.	4 hours
<b>Severity 3</b>	Telepresence system unavailable or experience severely impacted. No meeting scheduled within 24 hours window. Performance or device alarms with a high probability of making the system unavailable or degraded	24 hours
<b>Severity 4</b>	Non-business impacting alarms or questions. AT&T and customer commit resources during normal business hours to provide information or assistance as needed,	48 hours

- e. The Contractor will maintain the manufacturer’s support and commitment to the products supplied as well as advanced replacement parts, software, on-going software support, updates and enhancements. (i.e. example, manufacturer’s assurance of support should the contractor abandon the product line.)
- f. Contractor’s procedures for exchange warranty (warranty will commence when product is installed and operational) are as follows:
- Cisco (Tanberg) warranty begins at shipment. For Cisco (Tanberg); Business Unit will contact helpdesk. Business Unit will provide serial numbers to helpdesk. Helpdesk will assist with the replacement part.
  - Polycom Warranty begins at shipment. Polycom maintenance also begins upon delivery.
- g. Contactor will provide onsite service during warranty period. Business Unit user will contact helpdesk and provide serial numbers. Helpdesk will work with manufacturer and the Business Unit to coordinate the onsite service and follow up to make sure everything is working afterwards.
- h. The Contractor will adhere to the Enterprise IT Security Policies and Procedures set forth by the Department of Technology, Management & Budget (DTMB)
- i. The Contractor will answer calls to the Technical Support Line within 5 minutes.



- j. For the purpose of measuring compliance with site performance obligations for latency, data delivery, and jitter, Contractor and SOM will agree on specific sites covered.
- k. Contractor has established service level objectives (“SLO”) for the AT&T Telepresence service. While Contractor cannot guarantee that these service objectives always will be met, Contractor will attempt to meet defined SLOs where possible.
- l. The target Mean Time to Notify (MTTN), for Severity 1 and Severity 2 Incidents, is 15 minutes. This target assumes auto-notification only. Manual notification by phone or other means will not be supported. The target Mean Time to Troubleshoot (MTTT), regardless of severity, is 30 minutes.

**2. Audio/Web**

- a. AT&T Connect is a contractor hosted solution. On-site troubleshooting will not be required. The following are AT&T Connect operational metrics:

AT&T Connect Web average answer of all calls is within 60 seconds (Monday – Friday 8am to 6pm Eastern Time in the United States).

AT&T Connect Web Email support response is within 6 business hours.

AT&T Connect Web Chat support is 95% will be responded to within 5 minutes.

99.9% uptime exclusive of regularly scheduled maintenance.

- b. Contractor schedules maintenance for the service between the hours of 9:00 p.m. Friday and 3:00 a.m. Saturday Eastern Time in the United States. Patches and software updates are applied, as well as a standard reboot cycle of various hardware and Business Units during off-peak hours.

Contractor’s hardware is strategically placed in Data Centers throughout the United States. Contractor provides its own maintenance personnel trained on the AT&T Connect Service to do continuous testing and monitoring on a 7x24x365 basis. In the event of an outage or failure, the network is designed with high levels of redundancy including emergency backup equipment. In most cases, Contractor will successfully route calls to locations without impact to Business Units.

**II. Requirements**

**A. Detailed Requirements**

The detailed requirements for Enterprise Conferencing solution for the SOM are listed in **Attachment 1 – Enterprise Conferencing Requirements Worksheet**. Contractors must provide the information requested per the instructions contained within the worksheet.

1.104.II.A. Contractor’s response required in **Attachment 1 – Enterprise Conferencing Requirements Worksheet**.

**B. Technical Requirements Guide**

Reserved.

**1.200 Roles and Responsibilities**

1.201 Contractor Staff, Roles, And Responsibilities

All Key Personnel may be subject to the SOM's interview and approval process. Any key staff substitution must have the prior approval of the SOM. The SOM has identified the following as key personnel for this project:

**Account Manager/ Single Point of Contact (SPOC)**

Chuck Bonner, Senior Account Manager, 616-724-7755 [cb3168@att.com](mailto:cb3168@att.com)

**Sales Engineer Consultant(s)**

Scott Schwartz, Technical Sales Consultant, 608-332-5236, [ss5385@att.com](mailto:ss5385@att.com)

The Account Manager/SPOC responsibilities include, at a minimum:

- Manage all defined Contractor responsibilities in this Scope of Services.
- Develop the Contract Transition Plan.
- Provide the business processes necessary for customers to use the contract.
- Process all submitted SOW requests and deliver detailed service and price proposals.
- Deliver all contract required reports on product and service delivery, and SLA compliance.
- Escalation point for project issues, project risks, and other concerns.
- Utilize contract change control procedures.
- Manage and report on the project's budget.

Coordinate activities required for projects.

Facilitate dispute resolution.

Communicate on order and delivery status and issues.

The SOM reserves the right to require a change in the current Account Manager/SPOC if the assigned personnel is not, in the opinion of the SOM, adequately serving the needs of the SOM.

The Sales Engineer Consultant(s) responsibilities will include, at a minimum:

Provide site specific analysis on the condition of the SOM's current Conferencing environment.

Identify the technical requirements and enhancements required to ensure the individual conferencing technologies are operating efficiently.

- Develop detailed engineering documentation and Network Diagrams as required.
- Assist in defining specifications for system designs, redesigns, installation, and/or upgrades.
- Manage all pre-sales activities and participate in presentations in Business Unit meetings.
- Provide consultative technical support to designated Business Unit personnel, which could include as-built design and to-be built design.
- Responsible for representing the product to the Business Unit.

The Contractor will provide sufficient qualified staffing to satisfy the deliverables of this Statement of Work.

**B. On Site Work Requirements****1. Location of Work**

For a State-hosted solution the work is to be performed, completed, and managed at the SOM offices in Lansing, Michigan. If the solution is Contractor-hosted, work locations must be specified by the Contractor in the proposal and confirmed with DTMB during the project planning phase.

**2. Hours of Operation**

- a. Normal SOM working hours are 8:00 a.m. to 5:00 p.m. EST, Monday through Friday, with work performed as necessary after those hours to meet project deadlines. No overtime will be authorized or paid.
- b. The SOM is not obligated to provide management of assigned work outside of normal SOM working hours. The SOM reserves the right to modify the work hours in the best interest of the project.
- c. Contractor shall observe the same standard holidays as SOM employees. The SOM does not compensate for holiday pay.



The SOM holidays and the days they are observed are:

- New Year's Day, January 1, or closest weekday.
- Martin Luther King, Jr. Day, Third Monday in January.
- Presidents Day, Third Monday in February.
- Memorial Day, Last Monday in May.
- Independence Day, July 4, or closest weekday.
- Labor Day, First Monday in September.
- General Election Day, First Tuesday in November, even numbered years.
- Veterans Day, November 11.
- Thanksgiving Day and the day after, the fourth Thursday and Friday in November.
- New Year's Eve, December 31.

**3. Travel**

- a. No travel or expenses will be reimbursed. This includes travel costs related to training provided to the SOM by Contractor.
- b. Travel time will not be reimbursed.

**4. Additional Security and Background Check Requirements**

Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT and drug tests for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

- a. Contractor will comply with all required background checks, and will work with the SOM to address any additional background check policies consistent with applicable collective bargaining agreements, privacy concerns and Contractor policies.
- b. To the extent permitted by applicable law, Contractor agrees that any US based employees or its subcontractors who are assigned to perform work for Business Unit under this agreement and who require access to Business Unit's premises, computers, or internal data network may be subject to Business Unit's background check, including Michigan State Police Background check (ICHAT) and drug testing, to be executed by Contractor or its subcontractor. Contractor will provide written attestation that Contractor employees assigned to perform work under this agreement have successfully met the screening requirements.

Contractor agrees that any US based employee assigned to perform work for Business Unit under this agreement will comply with State's security and acceptable use policies. Notwithstanding the foregoing, Contractor employees will not sign any Business Unit forms, waivers, or acknowledgments that would require the provision of Sensitive Personal Information, except as required for security and background checks.

1.202 State Staff, Roles, and Responsibilities

The SOM will provide the following resources for the Contractor's use on this project:

- Work space
- Desk
- Telephone
- PC workstation
- Printer
- Access to copiers and fax machine



The SOM project team will consist of Executive Sponsors, project support, and a DTMB and Agency project manager:

**Executive Sponsors**

The Executive Sponsors represent the DTMB executive team by providing the vision for the project, securing departmental support for the project, and providing high level direction to the project team.

The SOM's Executive Sponsors will provide the following services:

- Act as a vocal and visible champion within the SOM.
- Provide high level direction to the project team.
- Keep abreast of major project activities and performance.
- Make important decisions related to project scope and direction.
- Solicit the SOM resources necessary for the project.

Name	Agency/Division	Title	Phone/e-mail
Robert Padgett	DTMB Telecom	Director	Padgettr@michigan.gov

**Contract Compliance Inspector**

DTMB will assign a Contract Compliance Inspector who will be responsible for the SOM's infrastructure and coordinate with the Contractor in determining the system configuration.

The SOM's Contract Compliance Inspector will provide the following services:

- Coordinate the SOM resources necessary for the project.
- Provide acceptance and sign-off of deliverable/milestone and invoices.
- Collect information necessary to monitor Contractors performance against SLA requirements.
- Attend periodic meetings to review Contractor deliverables and metrics.
- Facilitate coordination between various external contractors.
- Facilitate communication between different SOM departments/divisions.
- Escalate outstanding/high priority issues.
- Utilize change control procedures and resolve project related issues.
- Conduct regular and ongoing reviews of the project to confirm that it meets original objectives and requirements.
- Document and archive all important project decisions.
- Make key implementation decisions, as identified by the Contractor's project manager, within 48-hours of their expected decision date.
- Interface with Local Agencies to resolve delivery and change control issues.

Name	Agency/Division	Title	Phone/e-mail
Scott Hall	DTMB Telecom	Manager	517- 241-4255 Halls9@michigan.gov

**DTMB Contract Administrator**

DTMB will assign a Contract Administrator who will manage post contractual activities which include but are not limited to:

- Negotiating or clarifying contractual provisions.
- Approving amendments to or extensions of the Contract.
- Participating in scheduled reviews of Contract milestones and deliverables.
- Resolving Contract issues between the SOM and Contractor.
- Verifying that all contractual activities are complete prior to contract close out.

Name	Agency/Division	Title	Phone/e-mail
Mike Breen	DTMB Procurement	Buyer Specialist	517-284-7002 Breenm@michigan.gov



## 1.203 Other Roles and Responsibilities

### **1.300 Contract Management**

#### 1.301 Contract Management

##### **A. Performance Review Meetings**

The SOM will require the Contractor to attend meetings, as scheduled, to review the Contractor's performance under the Contract and monitoring reports. The meetings will be held in Lansing, Michigan, or by teleconference, as mutually agreed by the SOM and the Contractor. The SOM shall bear no cost for the time and travel of the Contractor for attendance at the meeting.

##### **B. Contract Control**

The Contractor will carry out the requirements of this Contract under the direction and control of the DTMB Telecommunications Division.

Any tool(s) used by Contractor for management must produce information of a type and in a manner and format that will support reporting in compliance with the SOM standards.

##### **1. VIDEO**

Contractor will work with the SOM to make sure all requirements are met.

##### **2. AUDIO/WEB**

Contractor will designate a Delivery (Implementation) Manager who will facilitate Contractor internal tasks related to the initiation of the AT&T Connect Service and offer guidance and best practices to Business Unit during the initiation of this service. Business Unit is responsible for designing a point-of-contact who will assume responsibility for managing the rollout of AT&T Connect within Business Unit. Business Unit is also responsible for cooperating in the completion of all activities related to initiation of the AT&T Connect Service. Activities related to the initiation of the AT&T Connect Service may include some or all of the following:

- Identified key project tasks
- Schedule kickoff meeting
- Provision Service (bridge numbers, URL, etc.) based on contract
- Conduct kickoff meeting
- Simulate end-to-end user experience (demo)
- Provide AT&T Connect software modules
- Initial host provisioning onto service
- Best practices and generic templates related to execution of Customer's end-user Communication Program
- Project closure and transfer to lifecycle model

#### 1.302 Reports

Required reports, formats and frequency will be mutually agreed upon between SOM Contract Compliance Inspector and Contractor.

### **1.400 Project Management**

The following Project Management Practices and Methodologies will be used for Contract Management for the awarded contract and for all projects that are an outcome of this contract.

*Note:* Before a project can commence, Business Unit must approve the proposal which must include the Contractor's SOW, to-be built design and a price quote based on deliverables.

The Contractor's Statement of Work must include:

1. Project Objective
  2. Scope of Work
  3. Deliverables



4. Acceptance Criteria
5. Payment by accepted milestone
6. Agency Responsibilities and Assumptions

#### 1.401 Issue Management

An issue is an identified event that if not addressed may affect schedule, scope, quality, or budget.

##### 1. **Video**

AT&T will maintain an issue log that contains

Description of issue

Issue identification date

Responsibility for resolving issue

Priority for issue resolution (to be mutually agreed upon by the SOM and the Contractor)

Resources assigned responsibility for resolution

Resolution date

Resolution description

It will be emailed to the SOM Project Manager on a mutually agreed upon timeframe.

##### 2. **Audio/Web**

Contractor does not anticipate any issues with the roll-out of AT &T Connect to new users. However, if an issue occurs, the Delivery Manager will track the issue and provide status until it is resolved.

#### 1.402 Risk Management

A risk is an unknown circumstance or event that, if it occurs, may have a positive or negative impact on the project.

##### 1. **Video**

There is minimal risk associated with this transition as the state utilizes the same technology in a similar configuration today. Risks would be basic project issues associated with transitioning the video core and codecs into a new environment under Contractor management.

##### 2. **Audio/Web**

Contractor does not anticipate any risks associated with the roll-out of AT&T Connect to new users. However, Contractor will work with the SOM to establish a process for Risk Management.

#### 1.403 Change Management

Change management is defined as the process to communicate, assess, monitor, and control all changes to system resources and processes. The SOM also employs change management in its administration of the Contract.

If a proposed contract change is approved by the Agency, the Contract Compliance Inspector will submit a request for change to the Department of Technology, Management and Budget, Procurement Contract Administrator (Buyer), who will make recommendations to the Director of Procurement regarding ultimate approval/disapproval of change request. If the DTMB Procurement Director agrees with the proposed modification, and all required approvals are obtained (including State Administrative Board), the Procurement Buyer will issue an addendum to the Contract, via a Contract Change Notice. **Contractors who provide**



**products or services prior to the issuance of a Contract Change Notice by the DTMB Procurement, risk non-payment for the out-of-scope/pricing products and/or services.**

The Contractor must employ change management procedures to handle such things as “out-of-scope” requests or changing business needs of the SOM while the migration is underway.

The Contractor will employ the change control methodologies to justify changes in the processing environment, and to ensure those changes will not adversely affect performance or availability.

**1.500 Acceptance**

1.501 Criteria

The following is standard acceptance criteria for deliverables (products and services). Any other specific criteria are identified in Section 1.104 Work and Deliverables.

**Deliverables**

Documents are dated and in electronic format, compatible with State of Michigan software in accordance with Article 1.302.

1. Draft documents are not accepted as final deliverables.
2. Services are performed as required by Contract and/or related project plan.
3. Equipment is installed and configured in accordance with requirements and manufacturer’s recommendations and is in good working order.

1.502 Final Acceptance

Final acceptance is expressly conditioned upon completion of ALL deliverables/milestones, completion of ALL tasks in the Statement of Work or project plan as approved, completion of ALL applicable inspection and/or testing procedures, and the certification by the Business Unit that the Contractor has met the defined requirements.

**1.600 Compensation and Payment**

1.601 Compensation and Payment

Firm, fixed price.

- The Contractor will be paid based upon the fixed discount off from manufacturer’s suggested retail price (MSRP), as calculated from suggested retail pricing submitted at the time of bid response. Retail price decreases may be applied without notice, while increases must be reviewed and accepted by the State prior to implementation.
- The Contractor will submit monthly invoices for products and base services delivered with sufficient documentation to explain the billing.

2. Time and Materials

Firm, fixed unit rates for T&M work is included in the contract cost model.

- Contractor will submit monthly invoices for time and material services.
3. If Contractor reduces its prices for any of the services during the term of this Contract, the Business Unit shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the SOM’s DTMB Contract Administrator with the reduced prices within fifteen (15) Business Days [or other appropriate time period] of the reduction taking effect.
  4. The Contractor must notify the SOM in writing 30 days prior of any changes that affect the manufacturers MSRP. The discount off from MSRP will be fixed for the duration of the contract. Items may be removed from the Contract and purchased elsewhere in the event proposed changes to the MSRP are unacceptable to the State.



5. The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.
6. Payment Terms: Net 45 days.

**Method of Payment**

Payments will be paid in accordance with prices included in the attached Contract pricing tables.

**Travel**

The SOM will not pay for any travel expenses, including hotel, mileage, meals, parking, etc. Travel time will not be reimbursed.

**Issuance of Purchase Orders**

The parties agree that the Services/Deliverables to be rendered by Contractor pursuant to this Contract (and any future amendments of it) will be defined and described in detail in Statements of Work or Purchase Orders (PO) executed under this Contract. Contractor shall not be obliged or authorized to commence any work to implement a Statement of Work until authorized via a PO issued against this Contract. Contractor shall perform in accordance with this Contract, including the Statements of Work/Purchase Orders executed under it.

The Contractor shall perform all services in accordance with the terms and conditions of this Contract, including the Statements of Work/Purchase Orders executed under it. In the event of conflict between terms and conditions included with purchase order attachments and the SOM Contract, the terms of this Contract supersede.

**Invoicing**

Contractor will submit properly itemized invoices to "Bill To" Address on Purchase Order. Invoices must provide and itemize, as applicable:

- Contract number.
- Purchase Order number.
- Contractor name, address, phone number, and Federal Tax Identification Number.
- Description of any commodities/hardware, including quantity ordered.
- Date(s) of delivery and/or date(s) of installation and setup.
- Price for each item, or Contractor's list price for each item and applicable discounts.
- Maintenance charges.
- Net invoice price for each item.
- Shipping costs.
- Other applicable charges.
- Total invoice price.
- Payment terms, including any available prompt payment discount.

The Business Unit may pay maintenance and support charges on a monthly basis, in arrears. Payment of maintenance service/support of less than one (1) month's duration shall be prorated at 1/30th of the basic monthly maintenance charges for each calendar day.

Incorrect or incomplete invoices will be returned to Contractor for correction and reissue.

1.602 Holdback

*DELETED – NOT APPLICABLE*

1.603 Cooperative PurchasingNON-STATE AGENCY STATEMENT

Act Number 431 of the Public Acts of 1984 permits the State of Michigan, Department of Technology, Management and Budget, to provide purchasing services to any city, village, county, township, school district, and intermediate school district, and non-profit hospital, institution of higher education, community, or junior college. As a result of the enactment of this legislation, the MIDEAL Program has been developed. This program extends the use of state contracts to program members. The governmental agency must enter into an agreement with the State of Michigan to become authorized to participate, thus ensuring that local units of government secure a greater return for the expenditure of public funds. It is the policy of the DTMB-Procurement, that the final approval to utilize any contract in this manner must come from the contract vendor.

In those cases, contract vendors supply merchandise at the established State of Michigan contract prices and terms. Inasmuch as these are non-state agencies, all purchase orders will be submitted by, and invoices will be billed to, the authorized MIDEAL member who will remit payment on a direct and individual basis in accordance with contract terms will remit payment

All Bidders must indicate, by checking the appropriate box below, whether they will (first box) or will not (second box) honor orders on any contract resulting from this Request for Quotation from State of Michigan authorized MIDEAL members. It is the responsibility of the contractor to ensure the non-state agency is an authorized MIDEAL member before extending the state contract price.

Contractor must check one box below

- Commodities and/or services on this Contract will be supplied to State of Michigan departments and agencies, and authorized MIDEAL Program members according to the terms and prices quoted. A complete listing of eligible participants in the MIDEAL Program will be provided if this option is selected.
- Commodities and/or services on the Request for Quotation will not be supplied to State of Michigan authorized MIDEAL members. We will supply to State of Michigan departments and agencies only.



**Attachment 1 Enterprise Conferencing Requirements**

A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
<b>1. Product Procurement</b>					
1.	The Contractor must provide sales engineer support for the procurement of all Audio, Video and Web conferencing equipment and services at no additional cost to the State of Michigan (SOM).	M	Yes	A	Audio/Web – Read and Understood: An Audio/Web Sales Engineer will provide support for all AT&T Connect services at no additional cost to SOM  Video – Read and Understood: A Video Sales Engineer will provide support for all video equipment and services at no additional cost to SOM
2.	The Contractor must provide access to sales engineer support between 8:00 A.M. and 5:00 P.M. on normal SOM business days.	M	Yes	A	Audio/Web – Read and Understood: An Audio/Web Engineer will be available to the SOM between 8-5 on normal SOM business  Video – Read and Understood: A Video Sales Engineer will be available to the SOM between 8-5 on normal SOM business days.
3.	The Contractor must provide sales engineer support for design and application of all Audio, Video and Web conferencing equipment and services at no additional cost to the SOM.	M	Yes	A	Audio/Web – Read and Understood: A Audio/Web Sales Engineer will be available to SOM for Audio/Web design and application support at no additional cost to SOM.  Video – Read and Understood: A Video Sales Engineer will be available to SOM for video design and application support at no additional cost to SOM
4.	The sales engineer support must include providing product specification, product comparisons, and product capabilities; and fit to all SOM requirements.	E	Yes	A	Audio/Web – Read and Understood - The Audio/Web Sales Engineer will work with the SOM on audio/web requirements to make sure the best solution is provided to meet user requirements.  Video – Read and Understood: The Video Sales Engineer will work with the SOM on video requirements to make sure the best solution is provided to meet user requirements. This will include support for product specification, comparisons and capabilities.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
5.	The sales engineer support must include providing compatibility and interoperability considerations with existing SOM infrastructure and products.	M	Yes	A	<p>Audio/Web – Read and Understood: The Audio/Web sales engineer will provide recommendations for compatibility and interoperability between AT&amp;T’s recommended solution and SOM existing equipment. For example, assistance with loading AT&amp;T Connect on a SOM PC.</p> <p>Video – Read and Understood: The sales engineer will provide recommendations for compatibility and interoperability between AT&amp;T’s recommended solution and SOM existing equipment.</p>
6.	The Contractor must provide a complete installation and configuration documentation library.	E	Yes	A	<p>Audio/Web – Read and Understood: Documentation will be available to SOM for AT&amp;T Connect such as new user guides, available downloads, etc</p> <p>Video – Read and Understood: Polycom, Cisco, Tandberg and Lifesize documentation and end user support resources are extensive. Helpdesk resources are also available for end user support</p>
7.	The Contractor must provide price quotes for all products and services requested by the SOM.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will work with SOM to provide requested price quotes.</p> <p>Video – Read and Understood: AT&amp;T will work with SOM to provide requested price quotes for equipment and solutions offered in AT&amp;T’s responses.</p>
8.	Price quotes provided by the Contractor must be valid for a minimum of 60 days.	M	Yes	A	<p>Audio/Web – Read and Understood; AT&amp;T Price Quotes will be valid for a minimum of 60 days.</p> <p>Video – Read and Understood; AT&amp;T Price Quotes will be valid for a minimum of 60 days.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
9.	The Contractor is to invoice all SOM agencies and local governmental entities on an individual basis.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will invoice all SOM agencies and local governmental entities on an individual basis</p> <p>Video – Read and Understood: AT&amp;T will invoice all SOM agencies and local governmental entities on an individual basis for individual room purchases.</p>
10.	The Contractor must provide a comprehensive range of Conferencing products, including hardware, software and software appliances, to meet the SOM needs.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides a range of features and functionalities for collaboration meetings. New software releases are included to SOM as part of the service offering.</p> <p>Video – Read and Understood: AT&amp;T is providing a comprehensive range of video conferencing products.</p>
11.	The Contractor must be able to provide emerging Conferencing products/technology.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides emerging conferencing technologies such as new feature functionality, additional device support, etc</p> <p>Video – Read and Understood: AT&amp;T prides itself on delivering emerging services and working with manufacturers who are leading edge.</p>
12.	All products must be new, unless refurbished equipment is requested by the SOM, and provided with manufacturers 'standard warranty.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed.</p> <p>Video – Read and Understood: AT&amp;T only provides new equipment and it comes with the manufacturers standard warranty. AT&amp;T recommends our hosting service bundle which includes warranty and support</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
13.	All infrastructure materials must meet American National Standards Institute (ANSI), Telecommunications Industry Association (TIA)/ Electronic Industries Alliance (EIA) and Building Industry Consulting Services, International (BICSI) standards.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed.</p> <p>Video – Read and Understood: All new equipment proposed is standards based. Specs are manufacturer dependant</p>
14.	The Contractor must provide products that are Underwriters Laboratory (UL) listed.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed.</p> <p>Video – Read and Understood: All new equipment proposed is standards based. Specs are manufacturer dependant</p>
15.	The Contractor must provide products and materials that are 100% free of defects.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T service level objective is 99.9% uptime.</p> <p>Video – Read and Understood: All equipment will be ordered new and is standards based. AT&amp;T cannot guarantee all equipment to be 100% free of defects, For any Out of Box failures, AT&amp;T will work with SOM to get it replaced under the warranty.</p>
16.	The Contractor must provide products at the highest functional manufacturer’s issue and revision levels at time of order. Must be compatible with the infrastructure to which it will be used.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides a range of features and functionalities for collaboration meetings. New software releases are included to SOM as part of the service offering. The SOM will be on the latest release of AT&amp;T Connect.</p> <p>Video – Read and Understood: All new equipment ordered will be current at the time of order. AT&amp;T will work closely with SOM on all proposals to make sure it meets requirements.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
17.	All software must be at the highest functional manufacturers release and revision levels at time of order. Must be compatible with the infrastructure to which it will be used.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides a range of features and functionalities for collaboration meetings. New software releases are included to SOM as part of the service offering. The SOM will be on the latest release of AT&amp;T Connect</p> <p>Video – Read and Understood: All equipment ordered will have the current software at the time of order. AT&amp;T will work closely with SOM on all proposal to make sure it meets requirements</p>
18.	The Contractor must provide replacement parts that are at the highest compatible serviceable revision level. Must be compatible with the infrastructure to which it will be used.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed.</p> <p>Video – Read and Understood: The ATS Business Exchange is fully owned and operated by AT&amp;T. Fully Managed Codecs include replacement parts that would be provided through manufacturer maintenance. Managed Codecs are non-manufacturer supported devices and software and parts replacement are not available.</p>
19.	Replacement parts and equipment must carry the same warranty whether refurbished or new.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed.</p> <p>Video – Read and Understood: This is consistent with the manufactures policy</p>
20.	The Contractor will adhere to the SOM formal process for ordering products.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will work with the SOM for mutually agreeable ordering process</p> <p>Video – Read and Understood: AT&amp;T will work with the SOM for mutually agreeable ordering process</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
21.	The Contractor must have an online system for tracking orders and assign a tracking number to all orders placed by the State.	E	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, No additional equipment is needed so tracking is not necessary.  Video – Read and Understood: AT&T does have an order tracking system and will work with SOM to understand specific needs.
22.	The Contractor must include the SOM Purchase Order (PO) # on all orders, invoices and shipping labels.	M	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, no additional equipment is needed so tracking is not necessary. Currently SOM does not provide a PO for this service.  Video – Read and Understood: AT&T will provide the SOM PO# on all invoices.
23.	The Contractor will allow the SOM access to the online order tracking system.	E	No	E	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, no additional equipment is needed so tracking is not necessary.  Video – Read and Understood: This is not available at this time
24.	The Contractor will use a carrier which has an ordering system that allows for the SOM to track product shipments online through a Web interface or portal.	E	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, No additional equipment is needed so tracking is not necessary.  Video – Read and Understood: AT&T does work with carriers when available that have an on line tracking system
25.	The Contractor must ensure that shipping costs are included in the product price.	M	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, No additional equipment is needed so shipping does not apply.  Video – Read and Understood: Shipping is included in the pricing proposal as a separate line item.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
26.	The Contractor must ensure products are shipped in appropriate protective packaging.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, no additional equipment is needed so protective packaging does not apply.  Video – Read and Understood: Shipping is direct from the manufacturer and packaging is appropriate consistent with manufacturer specifications. AT&T cannot guarantee all products will be shipped in appropriate protective packaging.
27.	All products must ship with the appropriate installation and user guides included.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, no additional equipment is needed so installation user guides does not apply  Video – Read and Understood: User guidelines will be available through the Sales Engineer or the Helpdesk. Installation can be complex but manufacturer administration and installation instructions can be provided upon request through the Sales Engineer if self install in desired.
28.	The Contractor will commit to an agreed upon delivery time frame for products.	E	Yes	A	Audio/Web – Read and Understood: AT&T will work with the SOM for mutually agreed upon time frames for setting up new user accounts and for migration/changes to user accounts.  Video – Read and Understood: AT&T will work with the SOM to provide an estimated delivery due date to meet the requirements. Due to unforeseen circumstances with manufacturers, AT&T cannot guarantee delivery dates.
29.	The Contractor will notify the SOM within 48 hours of product delivery.	E	Yes	A	Audio/Web – Read and Understood: AT&T will provide notification of account set up within 48 hours.  Video – Read and Understood: AT&T will provide this information to the best of our ability.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
30.	The Contractor will notify via telephone or email the contact person who will be receiving the shipment.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will provide notification by email to SOM requestor.</p> <p>Video – Read and Understood: AT&amp;T will provide this information to the best of our ability.</p>
31.	The Contractor must ensure delivery of product(s) between 7:30 A.M. and 4:00 p.m. on business days.	E	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, No additional equipment is needed so no physical delivery of products is required.</p> <p>Video - Read and Understood: AT&amp;T uses carriers that deliver most shipments between 7:30am and 4:00 pm. Due to unforeseen circumstances by the carriers, AT&amp;T cannot guarantee that all deliveries will be made during the stated times.</p>
32.	The Contractor must replace at its own expense any products delivered defective or damaged during the shipment process.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, No additional equipment is needed so no physical delivery of products is required.</p> <p>Video - Read and Understood: Equipment delivery will be delivered to the Ship To address on the PO. Upon receipt of the order, SOM is responsible for inspection for visible damage to the shipping containers and must reject the shipment if there is concern the external container damage would produce any damage to the equipment. The SOM is then responsible for safe keeping all delivered equipment including any transporting of equipment by SOM. If equipment has an out of box failure, AT&amp;T will work with SOM to get it replaced under the manufacturer’s warranty. For drop ship equipment, the installation by AT&amp;T or SOM must occur before the manufacturer warranty expires to replace it free of charge. If installation occurs after warranty expires, it will be replaced at the SOM expenses.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
33.	All data, materials, documentation and other products prepared or acquired by the Contractor as a result of this contract must belong exclusively to the SOM.	E	Yes	A	<p>Audio/Web – Read and Understood: SOM will maintain all documentation and material that is provided in this solution in terms of installation/user documentation and user training material. AT&amp;T will maintain any information considered proprietary.</p> <p>Video – Read and Understood: SOM will maintain all documentation and materil that is provided in this solution in terms of manufacturer documentation and user training material. AT&amp;T will maintain any information considered proprietary.</p>
34.	The Contractor must commit that at the end or termination of the contract to transfer ownership of (or provide other alternatives to the SOM) any SOM equipment the Contractor is managing during the execution of the contract.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no additional equipment is needed so transfer of ownership does not apply.</p> <p>Video – Read and Understood: SOM will maintain ownership of any equipment that SOM purchased. The contractor hosted core and other equipment purchased by AT&amp;T will remain AT&amp;T property at the end of the contract.</p>
<b>2. Support Services</b>					
35.	All documentation provided by the Contractor must be in the Microsoft Office suite (e.g. Project, Word, Excel, etc.) or PDF format.	E	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T will provide all documentation in the required formats.</p> <p>Video – Read and Understood AT&amp;T will provide all documentation in the required formats.</p>
36.	The Primary Contractor(s) must be the single point of contact for all service providers including sub-contractors.	M	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T will be the single point of contact for AT&amp;T Connect services.</p> <p>Video – Read and Understood AT&amp;T will be the single point of contact for the video services</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
37.	The Contractor must provide a single point of contact for all maintenance related issues.	M	Yes	A	<p>Audio/Web – Read and Understood – SOM users will contact the AT&amp;T Connect helpdesk for all maintenance issues.</p> <p>Video – Read and Understood – SOM users will contact the AT&amp;T helpdesk for all maintenance via web-interface, email, or phone.</p>
38.	The Contractor must work with the State to provide the State with a technical work plan (Work Breakdown Structure (WBS) to include all project tasks for Contractor and SOM) prior to the start of each installation or complex project.	M	Yes	A	<p>Audio/Web – Read and Understood – The AT&amp;T Connect Implementation Manager will provide this information for installation projects.</p> <p>Video – Read and Understood – AT&amp;T will provide the WBS for projects</p>
39.	The Contractor must analyze the current conferencing technologies and develop plans and strategies for how the SOM can improve and leverage new and collaborative technologies. (e.g. desktop video and streaming video)	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will analyze current usage and spend and promote best practices in the use of AT&amp;T Connect. Some of these practices include migrating existing users from the AT&amp;T old conferencing service to AT&amp;T Connect, identify users who would benefit by moving to the Named Host pricing model and using Voice over Computer when available. All these practices will provide cost savings to the SOM.</p> <p>Video – Read and Understood: AT&amp;T will work with SOM on a strategic roadmap that will incorporate new technologies such as mobile video that will improve collaboration among COM users and increase productivity and efficiency</p>
40.	The Contractor must provide strategies and best practice methods used to mitigate security risks introduced by peer-to-peer collaboration tools or services.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect uses best practices to mitigate security risks.</p> <p>Video – Read and Understood: AT&amp;T's solution provides encryption and uses best practice methods for security. Polycom equipment is AES encryption capable if that feature is desired and agreed to for implementation.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
41.	The Contractor must provide complete system architecture and design services for the implementation of audio, video and web conferencing equipment. To Include” To-Be” and “As-Built” diagrams.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, no additional equipment is needed so this does not apply.  Video – Read and Understood AT&T will provide designs and documentation for AT&T solution. We will work with the SOM on mutually agreed upon documentation.(
42.	The Contractor must provide design services for Video Conference rooms.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: Video rooms do not apply  Video – Read and Understood AT&T Video Sales Engineer will work with the SOM on video conference room designs and requirements.
43.	The Contractor must provide system integration services for all conferencing technologies. To include all of SOM current environment and any new/emerging technologies purchased thru the Contractor.	M	Yes	A	Audio/Web – Read and Understood: AT&T will provide recommendations for compatibility and interoperability between AT&T’s recommended solution and SOM current environment. For example, assistance with loading AT&T Connect on a SOM PC. Service upgrades are included for SOM.  Video – Read and Understood: All Hosted Codecs will be registered to the Hosted Core and fully integrated into the system capabilities including web scheduling, reporting, management, and bridging. AT&T will be glad to discuss future enhancements consistent with manufacturer capabilities and best practice implications.
44.	The Contractor must provide installation services for all Conferencing related hardware and software purchased through the contract.	M	Yes	A	Audio/Web – Read and Understood: AT&T will work with SOM users to install AT&T Connect on their supported device.  Video – Read and Understood: AT&T recommends installation services for all endpoints. The contractor Hosted Core installation is included in the solution. Installation has been included in the room examples. Installation for other custom proposals will be based upon requirements.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
45.	The Contractor must provide services to configure new hardware and software for all conferencing technologies.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will work with SOM users to install AT&amp;T Connect on their supported device. The latest software release of AT&amp;T Connect is included for SOM</p> <p>Video – Read and Understood: AT&amp;T configures codecs and room equipment as part of our installations. Additionally, hosted codecs will be registered to the Hosted Core.</p>
46.	The Contractor must provide installation services to reconfigure and optimize existing hardware and software.	M	Yes	A	<p>Audio/Web – Read and Understood: The latest software release of AT&amp;T Connect is included for SOM. It is an automatic push to the SOM user’s device.</p> <p>Video – Read and Understood: AT&amp;T’s solution recommends all existing SOM codecs be registered to the new Hosted Core as part of our implementation process.</p>
47.	The Contractor must provide a Subject Matter Expert (SME) for Audio, Video and Web conferencing related technologies.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T provides a SME for AT&amp;T Connect</p> <p>Video – AT&amp;T Video Sales Engineer will be the SME for all video technologies.</p>
48.	The Contractor will be responsible for obtaining all required authorizations prior to the start of each project.	E	Yes	A	<p>Audio/Web – AT&amp;T will work with the State point of contact to obtain authorization prior to the start of each project</p> <p>Video – AT&amp;T will work with the State point of contact to obtain authorization prior to the start of each project</p>
49.	The Contractor will maintain a clean work area free of debris and trash.	E	Audio/Web – No  Video – Yes	Audio/Web –E  Video - A	<p>Audio/Web – Read and Understood: This does not apply for AT&amp;T Connect</p> <p>Video – Read and Understood: AT&amp;T will maintain a clean work area free of debris and trash.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
50.	The Contractor must be responsible for providing all transportation; hauling and hoisting required to perform maintenance.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T will be responsible for performing transportation, hauling and hoisting required for maintenance for fully managed rooms. For non-managed rooms without maintenance, T&M charge could apply. T&M charges are included in the pricing tables.
51.	The Contractor is responsible for the repair of any damage caused to the facility as a result of the Contractor’s activities. Restoration must be equal to or better than the condition of the facility prior to the project.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T will repair and replace any damage to SOM’s premises due to the installation effort caused by AT&T or its agents, as promptly as reasonably practicable, returning the site to its pre-installation condition.
52.	The Contractor is responsible for providing all supervision, labor, tools and toolsets, equipment, hardware, software, cabling materials, transportation, and miscellaneous materials as part of the contract and/or required to perform maintenance.	E	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T will be responsible for providing all supervision, labor, tools and toolsets, equipment, hardware, software, cabling materials, transportation, and miscellaneous materials as part of the contract and/or required to perform maintenance.
53.	The Contractor and their representatives must follow and adhere to all Occupational Safety and Health Administration (OSHA) and (MIOSHA) Michigan Occupational Safety and Health Administration MIOSHA requirements and standards.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T and its subcontractors will follow and adhere to all Occupational Safety and Health Administration (OSHA) and (MIOSHA) Michigan Occupational Safety and Health Administration MIOSHA requirements and standards.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
54.	The Contractor must ensure services provided meets ANSI, EIA/TIA and BICSI standards.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: Per manufacturers specifications
55.	The Contractor must ensure all applicable National Electrical Codes must be met.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: Rooms - Electrical provided for A/V is low voltage. State is responsible for AC power, IP network drops, and any structural reinforcement that may be required
56.	The Contractor will not compromise safe working techniques and/or environments during any portion of the work being performed.	E	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T and it subcontractors will not compromise safe working techniques and/or environments during any portion of the work being performed.
57.	The Contractor must be a designated Polycom Partner.	M	Audio/Web – No  Video – Yes	Audio/Web –E  Video-A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T is a Polycom Certified Platinum Partner
58.	The Contractor must provide a technical support help desk to report problems and get technical assistance with conferencing related issues.	M	Yes	A	Audio/Web – Read and Understood: AT&T will be providing a technical support help desk to report problems and get technical assistance with conferencing related issues.  Video – Read and Understood: AT&T will be providing a technical support help desk to report problems and get technical assistance with conferencing related issues.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
59.	The Contractor must provide a technical support help desk which is available during normal SOM business hours, excluding State holidays. (7:00 A.M. – 8:00 P.M. EST Monday-Friday)	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will be providing a 24x7 technical support help desk for AT&amp;T Connect.</p> <p>Video – Read and Understood: ATS Helpdesk will be provided 7 A.M. to 8 P.M on SOM Business Days with on call after hours. End Users who have Managed Codecs will report all issues to the SoM AT&amp;T Helpdesk service via web-interface, email, or phone.</p>
60.	The Contractor must provide a technical support help desk that is available by telephone through a toll-free number.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will be providing a 24x7 technical support help desk for AT&amp;T Connect that is available by a toll free number</p> <p>Video – Read and Understood: AT&amp;T will provide a helpdesk that is available by telephone through a toll-free number</p>
61.	The Contractor will provide a secure Web based tracking and reporting tool which will include trouble ticket initiation, trouble ticket history tracking, resolution status, and response times.	E	Audio/Web -No  Video –Yes	Audio/Web -E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect helpdesk does create user initiated tickets which are tracked until resolved. There is not a web based tool available.</p> <p>Video – Read and Understood: This service is available for ATS Fully Managed Codecs.</p>
62.	The Contractor will provide the State visibility into the Web based tracking system for trouble ticket tracking and management.	O	Audio/Web -No  Video – Yes	Audio/Web -E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect helpdesk does create user initiated tickets which are tracked until resolved. There is not a web based tool available.</p> <p>Video – Read and Understood: This service is available for ATS Fully Managed Codecs.</p>
63.	The Contractor must provide a technical support help desk with the capability to remotely access system connections, diagnose, and solve problems and participant issues.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp; T Connect helpdesk can remotely support SOM users.</p> <p>Video – Read and Understood: ATS Helpdesk has the capability to remotely access system connections, diagnose, and solve problems and participant issues. Note: VPN access to the State video network is required</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
64.	The Contractor will provide a technical support help desk that is staffed with people who possess excellent English language and communication skills.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp; T Connect helpdesk is staffed with personnel that possess excellent English language skills. The helpdesks are located in Birmingham, AL and Cambridge, MA.</p> <p>Video – Read and Understood: ATS Helpdesk is staffed with people who possess excellent English language skills.</p>
65.	The Contractor must provide the capability to submit service requests through email.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp; T Connect helpdesk does support service requests through email</p> <p>Video – Read and Understood: SOM will be able to submit service requests through email</p>
66.	The Contractor will provide details of customer problem reporting via confirmation email back to the customer.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp; T Connect helpdesk does support service requests through email</p> <p>Video – Read and Understood: ATS Helpdesk will provide details of problem via email confirmation back to SOM (</p>
67.	The Contractor must have the capability to immediately assist and trouble shoot during a live conference.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp; T Connect helpdesk has the capability to immediately assist with troubleshooting during a live conference.</p> <p>Video – Read and Understood: ATS Helpdesk will be able to assist during a live conference.</p>
68.	The Contractor will provide the SOM with the details of their problem resolution procedures if requested.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will provide SOM the details of the problem resolution.</p> <p>Video – Read and Understood: AT&amp;T will provide details of problem resolution procedures if requested by SOM</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
69.	The Contractor must have and provide a documented formal process for handling problem escalation and resolution.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will work with SOM to mutually agree upon a formal process including escalation for trouble issues.</p> <p>Video – Read and Understood: AT&amp;T will work with SOM to mutually agree upon a formal process including escalation for trouble issues.</p>
70.	The Contractor must provide a regularly updated service escalation procedures; including names and telephone numbers of persons to be notified, response times for initial call response, on-site personnel response, resolution, and average time as well as a not-to-exceed time frame for each type of response. Support up to and including manufacturer support should be included.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will provide regularly updated service procedures.</p> <p>Video – Read and Understood: AT&amp;T will provide regularly updated service procedures.</p>
71.	The Contractor must notify the designated State representative of any and all escalation actions when they occur.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect Helpdesk will notify designated SOM representative according to mutually agreed upon trouble issue process and escalation procedures</p> <p>Video – Read and Understood: ATS Helpdesk will notify designated SOM representative according to mutually agreed upon trouble issue process and escalation procedures.</p>
72.	The Contractor must coordinate trouble response with the SOM staff and/or contracted technical support vendors.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect Helpdesk coordinate trouble response with the SOM designated contact person.</p> <p>Video – Read and Understood: ATS Helpdesk will coordinate all trouble issues with appropriate parities.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
73.	The Contractor must submit to the State for approval the procedures that the Contractor uses for the dispatch of a technician during and outside of SOM normal business hours, excluding State holidays.	E	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T will provide SOM dispatch procedures.
74.	The Contractor must assist the SOM technicians in resolving problems if requested.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect Helpdesk will assist SOM in resolving problems.  Video – Read and Understood: ATS Helpdesk will assist the SOM with any problems if requested.
75.	The Contractor must support all versions of Polycom equipment and software. This is for SOM legacy video room equipment.	E	Audio/Web - No  Video - Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: All devices (Viewstations, VSXs, HDXs, RSSs, and VMC that the SOM desires to be supported and would registered either to the Business Exchange or the SOM CMA 4000 in the design.
76.	The Contractor must provide the process for how the statewide and out of state technicians will be assigned and manage warranty repairs. (Treasury has out of state locations)	E	Audio/Web - No  Video-Yes	Audio/Web -E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T will provide the process dispatching technicians either for Fully Managed Rooms or on a T&M basis
77.	The Contractor must have available multiple coverage options ranging from 2-hour to next-business-day response.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect Helpdesk is available 24x7x365. The average speed to answer a telephone call into Helpdesk is 30 seconds.  Video – Read and Understood: AT&T solution has multiple coverage options. Alarms in the Hosted Core will be set to automatically alert technicians 24x7 and review and action will occur proactively upon receipt. For Managed Codecs the Helpdesk is first point of contact and remote support. On site support will be provided on a priority basis for Fully Managed Rooms. Standard response is next business day.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
78.	The Contractor will assign technicians who are available during Non-Business Hours on a Time and Material (T&M) basis.	E	Audio/Web – No  Video - Yes	Audio/Web –E  Video - C	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: AT&T has included T&M pricing
79.	The Contractor must repair and/or replace defective parts as required.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - B	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: The Hosted Core is fully covered. AT&T will repair or replace equipment in Fully Managed Rooms. If not covered, SOM will use T&M for rooms that are not Fully Managed
80.	The Contractor must install latest software releases and patches as required.	M	Yes	A	Audio/Web – Read and Understood: New software releases are included to SOM as part of the service offering.  Video – Read and Understood: Hosted Core and Managed Codecs – Each manufacturer software release will be reviewed, evaluated, tested, and then implemented after considering benefits and implications as sometimes software revs remove features or change interfaces
81.	The Contractor must install required firmware upgrades.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video - A	Audio/Web – Read and Understood: This does not apply for AT&T Connect  Video – Read and Understood: Core and Rooms – Each manufacturer - release will be reviewed, evaluated, tested, and then implemented after considering benefits and implications as sometimes software revs remove features or change interfaces



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
82.	The SOM must own and retain intellectual property rights covering technology developed as part of the support services described herein and paid for by the SOM.	E	Yes	A	<p>Audio/Web – Read and Understood: SOM will maintain all documentation and material that is provided in this solution in terms of manufacturer documentation and user training material. AT&amp;T will maintain any information considered proprietary.</p> <p>Video – Read and Understood: SOM will maintain all documentation and materil that is provided in this solution in terms of manufacturer documentation and user training material. AT&amp;T will maintain any information considered proprietary.</p>
<b>3. Managed Services</b>					
83.	The Contractor will continuously monitor audio, video and web conferencing related equipment, systems and network. (i.e. bridge monitoring services)	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T’s hardware is strategically placed in AT&amp;T Data Centers throughout the United States. AT&amp;T provides its own maintenance personnel trained on the AT&amp;T Connect Service to do continuous testing and monitoring on a 7x24x365 basis. In the unlikely event of an outage or failure, our network is designed with high levels of redundancy including emergency backup equipment. In most cases, AT&amp;T is able to route calls to locations without impact to our customers.</p> <p>Video – Read and Understood: Alarms in the Business Exchange will be set to automatically alert technicians 24x7 and review and action will occur proactively upon receipt.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
84.	The Contractor will provide SOM the capability to continuously monitor audio, video and web conferencing related equipment, systems and network. (i.e. bridge monitoring services)	O	No	E	<p>Audio/Web – Read and Understood: For AT&amp;T Connect, the SOM will not be allowed to monitor the Core components. Since AT&amp;T Connect service is a contractor hosted solution, AT&amp;T provides continuous testing and monitoring on a 7x24x365 basis. In the unlikely event of an outage or failure, our network is designed with high levels of redundancy including emergency backup equipment. In most cases, AT&amp;T is able to route calls to locations without impact to SOM.</p> <p>Video – Read and Understood: SOM will not be able to monitor the ATS Business Exchange at this time.</p>
85.	The Contractor must notify SOM users via e-mail in the event of a system fault or other pre-defined conditions.	M	Yes	A	<p>Audio/Web – Read and Understood: In the event of a major system fault and/or major system upgrade, SOM will be notified.</p> <p>Video – Read and Understood: ATS Helpdesk will notify the SOM via email in the event of a system fault or outage</p>
86.	The Contractor will provide event services which may include but is not limited to; scheduling, participant registration, customized registration process, capturing participant data, providing confirmations, and event reporting.	E	Audio/Web – Yes  Video - Yes	Audio/Web – C  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect Event Service is an easy-to-use conferencing service backed by integrated event management and full-scale professional services to help SOM produce successful webinars. From planning and promoting webinars, to capturing post-event information, and every step in between, AT&amp;T Connect is the complete, single-source solution for low cost, high-impact webinars.</p> <p>Video – Read and Understood: Calls can be scheduled and supported through the Helpdesk or through online tools. Large event support can be provided.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
87.	The Contractor must maintain a secure database in an industry standard format containing but not limited to; host employee ID, host name, account number, originating location, dialed location(s), date and time, type of session, type of call (point-to-point or bridged), duration and applicable charge, with access for ad hoc queries by Designated Users.	E	Yes	A	<p>Audio/Web – Read and Understood Through the secure AT&amp;T BusinessDirect, usage reports broken down by host and any accounting information we gather is provided and can be sorted down to the end-user level. Ad-hoc reports can be created and sorted by any of the collected information, such as host name, telephone number, accounting information (i.e. department ID, employee number, etc.) are sortable fields, and allow the SOM to create custom, ad hoc reports.</p> <p>Registration and attendance reports are available to event moderators for the events that they host through the myAT&amp;T desktop client that will be loaded on each registered users desktop.</p> <p>We can also provide a list of active accounts set-up. This report is provided in a comma-separated value (CSV) format.</p> <p>These report options make it easier to track your conferencing activities.</p> <p>AT&amp;T will work with SOM on mutually agreed upon report details.</p> <p>Video – Read and Understood: AT&amp;T will work with the SOM on mutually agreed upon reporting information. All information is in secure database that can be accessed by the portal for SOM administrators.</p>
88.	The Contractor must provide expert assistance in configuring multi-point bridged calls to allow connections to multiple videoconferencing sites at once.	M	Audio/Web – No  Video - Yes	Audio/Web –E  Video-A	<p>Audio/Web – Read and Understood: This does not apply for AT&amp;T Connect</p> <p>Video – Read and Understood: AT&amp;T Helpdesk will provide assistance for setting up multipoint calls. Multipoint calling is recommended to be scheduled through the Web Portal Interface or Outlook. Multipoint calling can also be scheduled through the Helpdesk</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
89.	The Contractor must provide Conferencing on Demand for endpoint users outside of SOM network to access the conference without needing pre-approval or entry into the SOM's firewall.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is built on a classical client/server architecture. Participants typically utilize either a standard web browser and/or a Windows-native AT&amp;T Connect client application to connect to AT&amp;T Connect conferencing servers using an encrypted connection over the public Internet. The architecture of the AT&amp;T Connect solution allows participants who are located behind different firewalls to join Connect sessions.</p> <p>Video – Read and Understood: Point to Point call can be done on demand. Multipoint calls will be done through the Business Exchange. AT&amp;T's design for Managed Codecs will allow inbound calling but ultimately SOM Security will need to approve the design.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments

<p>90.</p>	<p>The Contractor must provide service levels for all conferencing technologies (i.e. Automated or Self Service, Basic Operated Assisted, Premier Operator Assisted) Contractor to describe services available in the Comments column.</p>	<p>M</p>	<p>Yes</p>	<p>A</p>	<p>Audio/Web – Read and Understood  <b>Quality of Service (QoS)</b>—AT&amp;T tracks QoS through statistics, fault reporting, and quality assurance programs. In addition, we analyze all faults, whether attributable to AT&amp;T or to outside factors, to identify trends and take corrective measures.  <b>Service Interruption</b>—AT&amp;T’s objective is for 100% of your conferences to be available for the duration that you request.  <b>System Availability</b>—AT&amp;T’s objective is for 99.9% of the SOM conferences to be accessible by SOM hosts.</p> <p>Video – Read and Understood:  <b>Severity 1 (Critical)</b>-Critical component/function has stopped or severely degraded to the point where the call cannot continue; Management escalation upgraded incident to Sev1; Mean Time To Restore Service (MTTR) SLO is 4 hours; Customer updates every 1 hour until service has been restored; ATS and the customer will commit any necessary resources 24x7 to resolve the situation; Command Center engaged.  <b>Severity 2 (High)</b>-Critical component/function degraded however the call can continue; Mean Time To Restore Service (MTTR) SLO is 24 hours; Customer updates every 2 hours until service has been restored; ATS and the customer will commit full time resources during normal business hours to resolve the situation.  <b>Severity 3 (Medium)</b>-Non-critical component/function has stopped or is severely degraded to the point where feature is unavailable however the call can continue; Mean Time To Restore Service (MTTR) SLO is 72 hours; Customer updates every 8 hours until service has been restored; ATS and the customer are willing to commit resources during the normal business hours to restore service to satisfactory levels.  <b>Severity 4 (Low)</b>-Non-critical component/function has degraded however the call can continue; Mean Time To Restore Service (MTTR)</p>
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Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
<b>4. Common Conferencing Requirements</b>					
91.	The Contractor must ensure conferencing availability 24 hours a day, seven days a week, and 365 days per year.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is supported 24x7x365 and the up time service level 99.9% uptime outside of the normal maintenance windows.</p> <p>Video – Read and Understood: ATS Business Exchange is available 24x7x365 and is designed with redundancy. Failure can never be fully eliminated but the design makes it unlikely.</p>
92.	The Contractor will provide the ability to Integrate with Outlook and/or GroupWise for scheduling conferences.	E	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T Connect provides an Outlook add-in for scheduling meetings right from the host’s calendar. This allows the host not only to schedule the meeting, but also see who’s available and track who’s accepted, tentative, or declined the meeting invite.</p> <p>Video – Read and Understood: ATS is integrated with Outlook. Groupwise is available through custom integration. AT&amp;T upon award of bid would be happy to discuss this project and its requirements.</p>
93.	The Contractor will provide “live” assistance in scheduling conferences and booking conferencing facilities or equipment through a call center.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect helpdesk is available to assist with setting up Connect Conference meetings.</p> <p>Video – Read and Understood: ATS Helpdesk is available to provide assistance in scheduling meetings.</p>
94.	The Contractor will provide the capability to automatically generate a reservation for a regularly scheduled meeting.	E	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T provides an Internet Reservation Service to schedule meetings.</p> <p>Video – Read and Understood: SOM user will schedule the meeting using Outlook and receive a confirmation back. Once accepted, it will appear on the users calendar.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
95.	The Contractor will provide the capability to schedule a conference by dialing a reservation line which includes reservation assistance.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides capability to schedule a conference by dialing a reservation line which includes reservation assistance.</p> <p>Video – Read and Understood: ATS Helpdesk will be available to assist with scheduling meetings. An email confirmation will be sent back to user.</p>
96.	The Contractor will provide the capability to make a reservation and manage accounts online.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides capability to make a reservation and manage accounts online</p> <p>Video – Read and Understood: ATS provides the capability for SOM to make reservations online.</p>
97.	The Contractor must provide the ability to e-mail confirmation of the reservation with conferencing details.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides the ability to e-mail confirmation of the reservation with conferencing details.</p> <p>Video – Read and Understood: SOM will receive an email confirmation of the reservation.</p>
98.	The Contractor will provide the capability to manage a large event conference and keep track of participants through the use of an event registration program.	E	Audio/Web -Yes  Video –No	Audio/Web - C  Video - E	<p>Audio/Web – Read and Understood : AT&amp;T Connect Event Services will provide this capability for large conference.</p> <p>Video – Read and Understood: ATS does not provide this event at this time.</p>
99.	The Contractor must have a capability to screen participants and put them on hold until the conference Host is ready to begin.	E	Audio/Web -Yes  Video – Yes	Audio/Web - C  Video - A	<p>Audio/Web – Read and Understood : AT&amp;T Connect Event Services will provide this capability to screen participants and put them on hold until the conference Host is ready to begin</p> <p>Video – Read and Understood: For a schedule call, the video call will launch and audio can be put on hold until Host is ready.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
100.	The Contractor must provide the capability to secure a conference by allowing entry to only participants with a designated password or passcode.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect uses a unique passcode for event entry and also can provide an extra layer of security through a security code.</p> <p>Video – Read and Understood: Scheduled meetings will only allow participants that have registered for that meeting to participate. No ad hoc participants will be able to join a meeting in progress.</p>
101.	The Contractor must provide the capability to screen participants and follow a pre-defined process for allowing or disallowing them to join a call.	M	Audio/Web -Yes  Video – Yes	Audio/Web - C  Video - A	<p>Audio/Web – Read and Understood : AT&amp;T Connect Event Services will provide this capability to screen participants and follow a pre-defined process for allowing or disallowing them to join a call.</p> <p>Video – Read and Understood: Scheduled meetings will only allow participants that have registered for that meeting to participate. No ad hoc participants will be able to join a meeting in progress.</p>
102.	The Contractor will provide the capability to simultaneously send pre-recorded invitations and/or reminders by voice message to invitees.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect delivers invitations by email. There is not a voice message capability.</p> <p>Video – Read and Understood: Meeting invitations will be sent via Outlook. A voice message will not be sent.</p>
103.	The Contractor must provide the capability to disconnect and block (disruptive) participants.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides the capability to disconnect and block (disruptive) participants.</p> <p>Video – Read and Understood: The host will have to contact the ATS Helpdesk to coordinate to drop a disruptive participant</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
104.	The Contractor must provide a highly secure environment to share confidential, business-critical information through an encryption method that stops unwanted interception and viewing of any transmitted information.	M	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T Connect web conferencing also provides robust security and all real-time conferencing streams are protected with 128-bit end-to-end SSL encryption. Specifically, all streams (audio, video, whiteboard data, applications sharing screen images, etc.) pass from the AT&amp;T client software (on the end-user’s desktop) through the AT&amp;T Connect conferencing servers, and on to the other end-user PC clients. The streams are never decrypted during the transit.</p> <p>Video – Read and Understood: The Fully Managed Codecs are on a highly secure network through the Business Exchange.</p>
105.	The Contractor will provide a written copy of the conference call dialogue and make it available online, or via e-mail.	O	No	E	<p>Audio/Web – Read and Understood: Does not apply to AT&amp;T Connect</p> <p>Video – This cannot be provided with video calls.</p>
106.	The Contractor must be able to collect a department code or expense center when reservations are made and provide the information on monthly invoices as directed by SOM.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect can collect up to 3 tiers of accounting information including department code or expense center on a monthly report.</p> <p>Video – Read and Understood: SOM will be able to pull this information through RDS and it will appear on the invoices.</p>
107.	The Contractor must provide the capability to create custom greetings specific to the organization or event that used to greet participants.	O	No	E	<p>Audio/Web – Read and Understood: Does not apply to AT&amp;T Connect</p> <p>Video – This cannot be provided with video calls.</p>
108.	The Contractor will provide an Operator to monitor call quality, assist with required features or to answer questions and help with call flow.	E	Audio/Web – Yes  Video- No	Audio/Web –C  Video - E	<p>Audio/Web – Read and Understood : AT&amp;T Connect Event Services provides an Operator to monitor call quality, assist with required features or to answer questions and help with call flow.</p> <p>Video Read and Understood - ATS does not provide this service.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
109.	The Contractor will provide the capability to share audio, video, and large multimedia files with a large audiences in real time.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides the capability to share audio, video, and large multimedia files with a large audiences in real time.</p> <p>Video – Read and Understood: SOM user will be able to share audio, video, and multimedia files in real time.</p>
110.	The Contractor must provide the capability for the Host to mute all participant lines during conference so only the speaker is heard.	E	Audio/Web –Yes Video – No	Audio/Web – A Video - E	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides the capability for the Host to mute all participant lines during conference so only the speaker is heard.</p> <p>Video – Read and Understood: It is our understanding that this is not applicable to video calls</p>
111.	The Contractor will provide the capability for participants to receive online foreign language translation during the conference.	O	Audio/Web -Yes Video - No	Audio/Web -C Video - E	<p>Audio/Web – Read and Understood : AT&amp;T Connect does provide foreign language translation</p> <p>Video – Read and Understood: It is our understanding that this is not applicable to video calls</p>
112.	The Contractor must provide the capability for participants who are hearing impaired to participate in a conference call through live captioning presented online.	M	Audio/Web -No Video – No	Audio/Web – D Video - E	<p>Audio/Web – Read and Understood : AT&amp;T Connect is working on providing a closed captioning option around mid-year. Cost TBD.</p> <p>Video – Read and Understood: It is our understanding that this is not applicable to video calls</p>
113.	The Contractor will provide the capability to provision a group of participants into a separate interactive conference session.	O	No	E	<p>Audio/Web – Read and Understood: AT&amp;T Connect does not support this at this time, but it is on the Roadmap to be added in 2013.</p> <p>Video – Read and Understood: It is our understanding that this is not applicable to video calls</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
114.	The Contractor must provide the capability to remove echo from voice communication in order to improve voice quality on a conference call.	M	Audio/Web – Yes  Video- No	Audio/Web –A  Video - E	Audio/Web – Read and Understood: AT&T Connect provides active talker indicator in which the Host can see the participant line that is producing the noise/echo and has the ability to mute the line.  Video – Read and Understood: It is our understanding that this is not applicable to video calls
115.	The Contractor must provide the capability for audio conferencing to be presented to mobile devices.	M	Audio/Web – Yes  Video – No	Audio/Web – A  Video - E	Audio/Web – Read and Understood : AT&T Connect provides the capability for audio conferencing to be presented to mobile devices  Video – Read and Understood: It is our understanding that this is not applicable to video calls
116.	The Contractor must provide the conference Host an interface to view the list of the participants on a conference to determine if individuals are waiting to ask a question and other pertinent information.	E	Audio/Web –Yes  Video – No	Audio/Web – A  Video - E	Audio/Web – Read and Understood: AT&T Connect provides the conference Host an interface to view the list of the participants on a conference to determine if individuals are waiting to ask a question and other pertinent information.  Video – Read and Understood: It is our understanding that this is not applicable to video calls
117.	The Contractor must provide the capability to broadcast audio and video live to an audience over the web.	E	Audio/Web – Yes  Video – No	Audio/Web – A  Video - E	Audio/Web – Read and Understood: AT&T Connect allows the host to put participants in a listen only mode and provide a one way live presentation of audio and video  Video – Read and Understood: It is our understanding that this is not applicable to video calls
118.	The Contractor must provide the capability to survey participants for answers or opinions to multiple choice questions.	E	Audio/Web – Yes  Video – No	Audio/Web – A  Video - E	Audio/Web – Read and Understood: AT&T Connect provides the capability to survey participants for answers or opinions to multiple choice questions.  Video – Read and Understood: It is our understanding that this is not applicable to video calls



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
119.	The Contractor must provide the capability to allow participants to “raise hands” for questions and manage a question queue.	E	Audio/Web – Yes Video – No	Audio/Web – A Video - E	Audio/Web – Read and Understood: AT&T Connect provides the capability to allow participants to “raise hands” for questions and manage a question queue.  Video – Read and Understood: It is our understanding that this is not applicable to video calls
120.	The Contractor should provide the capability to collect and provide a report of those who participated on the conference including but not limited to; name, company, and phone number.	E	Audio/Web – Yes Video – No	Audio/Web – A Video - E	Audio/Web – Read and Understood AT&T Connects provides the ability to pull a report that contains who participated on the conference including their name and email address. AT&T Connect Event Services can provide additional participant information that can be customized for SOM needs  Video – Read and Understood: It is our understanding that this is not applicable to video calls
121.	The Contractor must provide the ability to digitally record and store the conference call for availability following the conference via toll free number and Uniform Resource Locator (URL) with passcode.	E	Audio/Web – Yes Video – No	Audio/Web – A Video - E	Audio/Web – Read and Understood AT&T Connect allows the SOM user the ability to digitally record and store the call so participants can retrieve the recorded call after it is over through a URL web address.  Video – Read and Understood: It is our understanding that this is not applicable to video calls
122.	The Contractor will provide the capability to digitally record and store audio, video and web conferences so participants can listen to conference by downloading it from the Internet to a personal audio/video player (iPod) or aggregator (iTunes or Juice).	E	Yes	A	Audio/Web – Read and Understood AT&T Connect will provide a recording tool as part of the service and also provides a convertor tool that allows SOM user to convert the recorded Connect session to an MP4 file.  Video – Read and Understood: AT&T proposes to register the SOM existing RSS and VMC devices to the new Hosted Core and support them as endpoints. AT&T also has the ability to deliver the AT&T CDN cloud solution for large events.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
123.	The Contractor will provide the capability to index and allow for retrieval of stored digital copy of the event that is indexed and accessible to allow for easy retrieval and viewing at a later time.	O	Yes	A	<p>Audio/Web – Read and Understood AT&amp;T Connect host has the ability to access all past meetings and to retrieve a copy of the stored recorded file for viewing at any time.</p> <p>Video – Read and Understood: AT&amp;T proposes to register the SOM existing RSS and VMC devices to the new Hosted Core and support them as endpoints. AT&amp;T also has the ability to deliver the AT&amp;T CDN cloud solution for large events.</p>
124.	The Contractor must provide administration tools that are maintained by the manufacturer with periodic updates to incorporate advances in technology and features.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides new software releases are included to SOM as part of the service offering.</p> <p>Video – Read and Understood: This is included for Hosted Core and Managed Codecs that can obtain manufacturer maintenance.</p>
<b>5. Audio Conferencing</b>					
125.	The Contractor must have the capability to provide between 100 – 500 audio conferencing participants concurrently.	E	Yes	C	<p>Audio/Web – Read and Understood: AT&amp;T Connect currently allows up to 125 participants and is scheduled to increase to 250. AT&amp;T Connect Event Services allows up to 1,500 participants.</p>
126.	The Contractor will provide reservationless access for the conference regardless of the number of participants.	O	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect currently allows up to 125 participants and is scheduled to increase to 250 for reservationless access.</p>
127.	The Contractor must provide access to a conference without pre-registration process, by using a permanent dial-in number, conference code, PIN or use of URL and entry code.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides access to a conference without pre-registration process, by using a permanent dial-in number, conference code, PIN or use of URL and entry code.</p>
128.	The Contractor will provide Toll-free dial-in access to international participants.	E	Yes	C	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides Toll-free dial-in access to international participants.</p>
129.	The Contractor will provide a list of participants when the reservation is created.	O	Yes	C	<p>Audio/Web – Read and Understood: AT&amp;T Connect Event Services provides a list of participants when the reservation is created.</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
130.	The Contractor will provide the capability to create a custom, scripted message along with music while participants wait for the conference to begin.	O	Yes	C	Audio/Web – Read and Understood: AT&T Connect Event Services provides capability to create a custom, scripted message along with music while participants wait for the conference to begin.
131.	The Contractor must provide the capability to place callers into music-on-hold until the Host is ready to begin the conference.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provide the capability to place callers into music-on-hold until the Host joins the conference.
132.	The Contractor must provide the capability for participants to provide their name upon entry into the conference and announce to the audience as they join.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability for participants to provide their name upon entry into the conference and announce to the audience as they join.
133.	The Contractor will provide the capability to send invitations and/or visual aids via email to participants prior to the conference.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides an Outlook add in which the meeting Host can send invitations and/or visual aids via email to the participants before the conference.
134.	The Contractor must provide any participant access to a coordinator at any time during the conference by dialing a short access code from a touch-tone phone.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect allows any participant to press *0 on their touch tone phone to access a coordinator any time during a conference.
135.	The Contractor must provide the capability for participants to join a conference directly by entering a leader or participant passcode instead of waiting in queue for operator greeting.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability for participants to join a conference directly by entering a leader or participant passcode instead of waiting in queue for operator greeting.
136.	The Contractor will provide the capability for the Host to prevent new participants' entry to the conference.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides a feature for the Host to lock the meeting which prevents new participants entry to the conference.
137.	The Contractor must provide the capability to obtain operator assistance by pressing a command on the telephone keypad.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect allows any participant to press *0 on their touch tone phone to access a coordinator any time during a conference.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
138.	The Contractor must provide an audible and distinct tone to the audience when a participant joins and exits the conference.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides entry and exit tones when participants enter or leave a meeting.
139.	The Contractor must provide the capability for individual participants to silence their lines by pressing a keypad command on their telephones.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability for individual participants to silence their lines by pressing a keypad command on their telephones.
140.	The Contractor must provide the host the capability to silence some or all participants' lines by pressing a keypad command on the Host telephone or by operator assistance.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the host the capability to silence some or all participants' lines by pressing a keypad command on the Host telephone or by operator assistance.
141.	The Contractor will provide an audio conference where all participants' can only listen to the speaker/lecturer.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides broadcast mode in which participants can only listen to the speaker/lecturer.
142.	The Contractor will provide the capability to separate the Host from the main conference to communicate with the Conference Operator.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability to separate the Host from the main conference to communicate with the Conference Operator by pressing *0 on their touch tone keypad.
143.	The Contractor will provide the capability to digitally record and store a conference call as a WAV file and ability to retrieve via URL.	E	Yes	A	Audio/Web – Read and Understood AT&T Connect will provide a recording tool as part of the service and also provides a convertor tool that allows SOM user to convert the recorded Connect session to wav file.
144.	The Contractor will provide the capability for participants to call in and listen to a replay of a previously held conference by dialing a pre-assigned number and numeric passcode.	E	Yes	C	Audio/Web – Read and Understood AT&T Connect will provide a recording tool as part of the service and also provides a convertor tool that allows SOM user to convert the recorded Connect session to wav file.

6. Video Conferencing



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
145.	The Contractor must have the capability to provide between 2 – 90 simultaneously connected video conferencing sites.	M	Yes	A	Video Read and understood. ATS as designed provides up to 90 simultaneous screens for multipoint bridge purposes. ATS has a limited of 12 endpoints for a multipoint call.
146.	The Contractor must provide the capability to broadcast a video conference live to an audience over the Internet.	M	Yes	a	Video – Read and Understood: ATS provide the capability to broadcast a video conference live to an audience over the Internet.
147.	The Contractor must provide the capability to pass control between multiple presenters.	M	Yes	A	Video – Read and Understood: Video Conferences have real time interactive capabilities
148.	The Contractor must provide the capability for a two or more site video conference.	M	Yes	A	Video - Read and Understood; SOM can do multipoint video calls
149.	The Contractor must have the capability to integrate into an audio conferencing system.	M	Yes	A	Video – Read and Understood: ATS through the Business Exchange can connect to AT&T Connect providing audio and web integration
150.	The Contractor will provide Video Conferencing on a subscription basis that provides “On Demand” service which allows a video conference to start within seconds without a reservation.	E	Yes	A	Video – Read and Understood: The design provides for on demand point to point calls
151.	The Contractor must provide the capability for the interconnection of video endpoints using different transport protocols (ISDN or H.323 IP).	M	Yes	A	Video – Read and Understood: The design allows the capability for interconnection of video endpoint using different protocols.
152.	The Contractor must adhere to the following International Telecommunication Union Standards (ITU): H.320 - for calls made through a Wide Area Network (WAN), H.323 – for calls made through a Local Area Network (LAN), H.324 – for transmissions over regular analog phone lines.	M	Yes	A	Video – Read and Understood: ATS adheres to the ITU standards



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
153.	The Contractor must provide the capability for participants with dissimilar video equipment speeds to participate in the same video conference.	M	Yes	A	Video – Read and understood: ATS allows different video speeds to participate in the same meeting.
154.	The Contractor must provide technology that supports high-definition (HD) videoconferencing (with resolution rates equal to or greater than 1,280 x 720 pixels).	M	Yes	A	Video – Read and Understood: The design supports HD video conferencing
155.	The Contractor must offer desktop video conferencing systems, equipment and software.	M	Yes	A	Video – Read and Understood: AT&T will offer desktop system, equipment and software and can be a fully managed endpoint registered to the Hosted Core
156.	The Contractor must provide the capability for the terminal or endpoint to support a minimum of H.261 QCIF audio.	M	Yes	A	Video – Read and Understood: ATS support for H.261 which is a video codec and QCIF which is a video resolution.
157.	The Contractor must provide the capability for users to systematically connect to a secure video bridge.	M	Yes	B	Video – Read and Understood: The design provides for outbound video bridge establishment creating a secure arrangement at time of scheduling.
158.	The Contractor must provide AMD Global Telemedicine medical devices and equipment.	M	Yes	A	Video – Read and Understood: AT&T is a distributor of AMD medical equipment
159.	The Contractor must offer but not limited to the following Telemedicine equipment: Exam Cameras, Cardiology equipment, and Patient Otoscope equipment.	M	Yes	A	Video – Read and Understood: AT&T is a distributor of AMD medical equipment
160.	The Contractor must provide the capability to interface between Polycom compatible video conferencing equipment and AMD Global Telemedicine medical equipment.	M	Yes	A	Video – Read and Understood: AT&T is a distributor of AMD medical equipment and Polycom and has the ability to design and deliver integrated solutions.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
161.	The Contractor must provide the capability for the Telemedicine equipment to be portable.	M	Yes	A	Video – Read and Understood: AT&T can deliver numerous portable Telemedicine devices such as the Polycom Practitioner cart. We also have can design, build, and deliver custom solutions for specialized needs.
162.	The Contractor must provide the Telemedicine equipment, such as video units, to be secured and out of reach from unauthorized access.	M	Yes	A	Video – Read and Understood: AT&T has the resources that can design, build and delivers custom solutions for specialized needs including physically secured devices such as might be required in prison facilities.
163.	The Contractor must provide Telemedicine equipment that is able to be cleaned with hospital sanitizers and chemicals.	M	Yes	A	Video – Read and Understood: The newest Polycom Practitioner Cart and AMD equipment are designed to be cleaned with hospital sanitizers and chemicals
<b>7. Web Conferencing</b>					
164.	The Contractor must provide the capability of handling an unlimited number of web conferencing participants concurrently.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect currently allows up to 125 participants and is scheduled to increase to 250. AT&T Connect Event Services allows up to 1,500 participants.
165.	The Contractor must provide the capability to share an application (single program or window) on participants' computer or the entire desktop. Participants will see what is occurring in near real time, including mouse movements and keyboard typing.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability to share an application (single program or window) on participants' computer or the entire desktop. Participants will see what is occurring in near real time, including mouse movements and keyboard typing.
166.	The Contractor must provide the capability to allow multiple participants to mark and edit common documents or slides resulting in a final published document.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability to allow multiple participants to mark and edit common documents or slides resulting in a final published document.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
167.	The Contractor must provide the capability to facilitate participant collaboration, such as, agenda tool to keep track of the points to be covered, a note-taking applet to keep meeting minutes, or a complete brainstorming facility to collect and manage ideas and input from many participants.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability to facilitate participant collaboration, such as, agenda tool to keep track of the points to be covered, a note-taking applet to keep meeting minutes, or a complete brainstorming facility to collect and manage ideas and input from many participants.
168.	The Contractor must provide the capability for meeting participants to draw on a shared canvas using standard drawing tools (e.g. line, box and text).	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides annotation tools which provide the capability for meeting participants to draw on a shared canvas using standard drawing tools (e.g. line, box and text).
169.	The Contractor must provide the capability to allow the Host to remotely control a participant desktop or application.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the remote control features to allow the Host to remotely control a participant desktop or application.
170.	The Contractor must provide the capability to promote any attendee to be the presenter or allow any participant to control the presentation computer by controlling the mouse and keyboard.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability to promote any attendee to be the presenter or allow any participant to control the presentation computer by controlling the mouse and keyboard.
171.	The Contractor must provide the capability to send participants files during the conference.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connects provides the file transfer feature which allows the Host to send participants files during the conference.
172.	The Contractor must provide the capability to communicate directly between host and a participant.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provide a Notes feature that allows the Host to communicate directly with a participant.
173.	The Contractor must provide the capability for users to view and participate with any operating system or browser.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect has a web browser feature that allows users to view and participate with any operating system or browser. AT&T Connect operates with the following browsers:  Microsoft Internet Explorer Safari®, FireFox® and Chrome®



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
174.	The Contractor will provide meeting rooms that are always available at the same URL and that don't require meetings to be scheduled.	O	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides meeting rooms that are always available at the same URL and that don't require meetings to be scheduled.
175.	The Contractor will provide the capability to navigate through conferencing content.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provide the capability to navigate through conferencing content.
176.	The Contractor will provide the capability to view conference content in full screen mode.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect provide the capability to view conference content in full screen mode.
177.	The Contractor must provide the capability to integrate into an audio conferencing system.	E	Yes	A	Audio/Web – Read and Understood: AT&T Connect is integrated in with the AT&T Global Audio Teleconference System.
178.	The Contractor must provide the capability for a one-way web conference from the Host to the participants with limited audience interaction, but may include polling and question & answer sessions.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect provides the capability for a one-way web conference from the Host to the participants with limited audience interaction, but may include polling and question & answer sessions.
<b>8. Reporting</b>					
179.	The Contractor must provide the capability to produce both standard pre-defined reports and customizable reports.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is supported on BusinessDirect portal in which SOM is able to produce standard pre—defined reports. AT&amp;T will work with the SOM to mutually agree upon custom reports.</p> <p>Video – Read and Understood: ATS offers standard reports and AT&amp;T will work with SOM to develop mutually agreed upon customized reports.</p>
180.	The Contractor must provide the capability to generate and send management reports to pre-defined user lists.	E	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will provide reports to a defined SOM user list.</p> <p>Video – Read and Understood: AT&amp;T can provide reports to a standing use group on an ongoing basis</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
181.	The Contractor must provide the capability to generate Usage and Performance issue reports regarding system health and Problem and Outage reports on a monthly basis.	M	Yes	A	<p>Audio/Web – Read and Understood: SOM will be able to pull AT&amp;T Connect usage reports through BusinessDirect monthly. Upon SOM request, AT&amp;T can provide monthly performance reports regarding system health and outages.</p> <p>Video – Read and Understood: ATS can provide usage and performance issue reports on a monthly basis</p>
182.	The Contractor must provide to the SOM Monthly Repair Ticket Summary.	M	Yes	A	<p>Audio/Web – Read and Understood: Upon SOM request, AT&amp;T can provide monthly performance reports for outages.</p> <p>Video – Read and Understood: AT&amp;T will work with the SOM to develop a mutually agreeable report</p>
183.	The Contractor must provide on a monthly basis a report detailing the number of service calls.	M	Yes	A	<p>Audio/Web – Read and Understood: Upon SOM request, AT&amp;T can provide monthly performance reports for outages.</p> <p>Video – Read and Understood: AT&amp;T will work with the SOM to develop a mutually agreeable report</p>
184.	The Contractor must provide on a monthly or annual basis additional customized reports as requested by the State.	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T will work with the SOM to mutually agree upon custom reports.</p> <p>Video – Read and Understood: AT&amp;T will work with SOM to develop mutually agreed upon customized reports</p>
185.	The Contractor must provide monthly product and services procurement reports.	M	Audio/Web -No  Video – Yes	Audio/Web - E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution, no procurement reports apply</p> <p>Video – Read and Understood: AT&amp;T can provide monthly reports</p>

9. Training



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
186.	The Contractor must assist in the transfer of knowledge to State personnel.	E	Yes	A	<p>Audio/Web – Read and Understood: SOM users will be trained when account setup is complete. Implementation Manager would share knowledge about the use of AT&amp;T Connect and best practices. AT&amp;T Proprietary information will not be shared with SOM</p> <p>Video – Read and Understood: SOM users will be trained when room installation is completed for new purchases. Ongoing support will be provided via documentation and the Helpdesk. Account Team and Program Manager would share knowledge about end user experience issues. AT&amp;T Proprietary information will not be shared with SOM.</p>
187.	The Contractor must provide knowledge transfer and or training for all conferencing technologies. (i.e. instructor led courses, online courses, video conference training, streaming video training/recorded playback, onsite hands on training and documentation)	E	Yes	A	<p>Audio/Web – Read and Understood: SOM users will be trained when account setup is complete. Implementation Manager would share knowledge about the use of AT&amp;T Connect and best practices. SOM users have access to both live instructor led sessions and pre recorded online sessions to learn the features and functions of AT&amp;T Connect. AT&amp;T Proprietary information will not be shared with SOM</p> <p>Video – Read and Understood: SOM will be given training for all video meeting functionality such as scheduling, calling, features, etc. AT&amp;T Proprietary information will not be shared with SOM</p>
188.	The Contractor must provide Online access to training and user guides	M	Yes	A	<p>Audio/Web – Read and Understood: AT&amp;T Connect provides Online access to training and user guides</p> <p>Video – Read and Understood: SOM will be provided online training</p>

10. Service Level Agreements



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
189.	The Contractor must be capable of providing on-site warranty services directly and coordinate these services between the SOM and the manufacturer or reseller.	M	Audio/Web -No  Video – Yes	Audio/Web - E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution, No on site equipment is needed.  Video – Read and Understood: Fully Managed Rooms includes on-site support and warranty management. T&M is available for non-covered sites.
190.	The Contractor’s problem resolution must include but not be limited to the following: initiate trouble tickets with appropriate provider(s), track all trouble tickets and provide updates to the SOM, maintain service escalation for all service providers, record history and resolution of all trouble tickets, analyze trouble tickets for trends and chronic problems.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect tracks the requested information in our trouble tickets.  Video - Read and Understood: AT&T will work with the SOM on mutually accepted repair and notification processes
191.	The Contractor must provide a 2-hour response via telephone, remote access, or on-site to the SOM dependent on the criticality	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect Helpdesk is available 24x7x365 where SOM user can call to get real time trouble shooting assistance. AT&T Connect is a contractor hosted solution; no on site repair is required.  Video – Read and Understood: Alarms in the Hosted Core will be set to automatically alert technicians 24x7 and review and action will occur proactively upon receipt. For Managed Codecs the Helpdesk is first point of contact and provides remote support. VPN access is required for remote testing. AT&T will respond by telephone or remote access with 2 hours depending on critically, but cannot guarantee 2 hour on site response due to site locations.



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
192.	The Contractor must provide a 4-hour on-site response from initial contact if the problem cannot be resolved by telephone or remote access dependent on the criticality.	M	Audio/Web -No  Video – Yes	Audio/Web - E  Video - C	<p>Audio/Web – Read and Understood: AT&amp;T Connect Helpdesk is available 24x7x365 where SOM user can call to get real time trouble shooting assistance. AT&amp;T Connect is a contractor hosted solution; no on site repair is required.</p> <p>Video – Read and Understood: AT&amp;T will make every effort to have a tech on site within 4 hours but cannot guarantee it especially for sites in the UP. The Dedicated Tech is the recommended approach for increasing probability of a 4 hour on-site response</p>
193.	The contractor must provide proof of the manufacturer's support and commitment to the products being proposed as well as advanced replacement parts, software, on-going software support, updates and enhancements (e.g. manufacturer's assurance of support should the contractor abandon the product line).	E	Audio/Web -No  Video – Yes	Audio/Web - E  Video - A	<p>Audio/Web – Read and Understood: AT&amp;T Connect is a contractor hosted solution; no equipment is required. New software releases are included to SOM as part of the service offering.</p> <p>Video – Read and Understood: AT&amp;T has strong partnerships with Polycom, Cisco and Lifesize and has manufacturer support from these vendors. We offer each vendor's warranties and maintenance. The proposal includes replacement parts be provided via Manufacturer (Polycom) Support. This is included for the Hosted Core. Managed Codecs that are will include this service when available from Polycom (Note: Viewstations and VSX7000 64MB are no longer manufacturer support and therefore replacement parts can only be obtained in the used after market</p>



A	B	C	D	E	F
Req. No.	Requirement	Mandatory(M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D,E)	Comments
194.	The contractor will describe the procedures for exchange warranty or warranty after the on-site warranties expire.	E	Audio/Web -No  Video – Yes	Audio/Web - E  Video - A	Audio/Web – Read and Understood: AT&T Connect is a contractor hosted solution; no warranty work or equipment is required  Video – Read and Understood – The Hosted Core is owned and operated by AT&T and all responsibility for service belongs to AT&T. Managed Codecs are supported through the Helpdesk and any work to obtain hardware replacement under manufacture maintenance is accomplished by the Helpdesk. Equipment would be then shipped to site and Fully Managed Room services would apply if purchased.
195.	The Contractor must adhere to the Enterprise IT Security Policies and Procedures set forth by the Department of Technology, Management & Budget (DTMB).	M	Yes	A	Audio/Web – Read and Understood – AT&T solution adheres to SOM security policies and procedures.  Video – Read and Understood – AT&T solution adheres to SOM security policies and procedures.
196.	The Contractor must answer calls to the Technical Support Line within 5 minutes.	M	Yes	A	Audio/Web – Read and Understood: AT&T Connect Helpdesk answers calls within 5 minutes.  Video – Read and Understood: AT&T Helpdesk will answer calls within 5 minutes.



## **Article 2. Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.1 Contract Term**

This Contract is for a period of three years (8/1/14-7/31/17). All outstanding Purchase Orders must also expire upon the termination for any of the reasons listed in Section 2.150 of this Contract, unless otherwise extended under this Contract. Absent an early termination for any reason, Purchase Orders issued but not expired, by the end of this Contract's stated term, shall remain in effect for the balance of the fiscal year for which they were issued. In cases where different units of government or MiDEAL partners are utilizing this Contract, such Purchase Orders shall remain in effect for the balance of the fiscal year of the organization by which the order was placed.

#### **2.2 Options to Renew**

This Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. This Contract may be renewed for up to 2 additional 1- year periods.

#### **2.3 Legal Effect**

Contractor accepts this Contract by signing two copies of this Contract and returning them to the DTMB-Procurement. The Contractor shall not proceed with the performance of the work to be done under this Contract, including the purchase of necessary materials, until both parties have signed this Contract to show acceptance of its terms, and the Contractor receives a contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State shall not be liable for costs incurred by Contractor or payment under this Contract, until Contractor is notified in writing that this Contract or Change Order has been approved by the State Administrative Board (if required), signed by all the parties and a Purchase Order against this Contract has been issued.

#### **2.4 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing this Contract, are incorporated in their entirety and form part of this Contract.

#### **2.5 Ordering**

The State must issue an approved written Purchase Order, Blanket Purchase Order, Direct Voucher or Procurement Card Order to order any Services/Deliverables under this Contract. All orders are subject to the terms and conditions of this Contract. No additional terms and conditions contained on either a Purchase Order or Blanket Purchase Order apply unless they are specifically contained in that Purchase Order or Blanket Purchase Order's accompanying Statement of Work. Exact quantities to be purchased are unknown; however, the Contractor will be required to furnish all such materials and services as may be ordered during the Contract period. Quantities specified, if any, are estimates based on prior purchases, and the State is not obligated to purchase in these or any other quantities.

#### **2.6 Order of Precedence**

This Contract, including any Statements of Work and Exhibits, to the extent not contrary to this Contract, each of which is incorporated for all purposes, constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, whether written or oral, with respect to the subject matter and additional terms and conditions on the purchase order must apply as limited by Section 2.005. For clarity, a mutually agreed Statement of Work signed by both parties after execution of this Contract shall take precedence over inconsistent terms in the Contract with regard only to that SOW.

This Contract may be modified or amended only by a formal Contract amendment.



## 2.7 Headings

Captions and headings used in this Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

## 2.8 Form, Function & Utility

If this Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

## 2.9 Reformation and Severability

Each provision of this Contract is severable from all other provisions of this Contract and, if one or more of the provisions of this Contract is declared invalid, the remaining provisions of this Contract remain in full force and effect.

## 2.10 Consents and Approvals

Except as expressly provided otherwise in this Contract, if either party requires the consent or approval of the other party for the taking of any action under this Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

## 2.11 No Waiver of Default

If a party fails to insist upon strict adherence to any term of this Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of this Contract.

## 2.12 Survival

Any provisions of this Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of this Contract for any reason. Specific references to survival in this Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section

### **2.020 Contract Administration**

## 2.21 Issuing Office

This Contract is issued by the Department of Technology, Management and Budget, Procurement (collectively, including all other relevant State of Michigan departments and agencies, the "State") for Statewide use. DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to this Contract. The DTMB-Procurement Contract Administrator for this Contract is:

[Mike Breen](#), Buyer  
Procurement  
Department of Technology, Management and Budget  
Mason Bldg, 2nd Floor  
PO Box 30026  
Lansing, MI 48909  
Email: [breenM@michigan.gov](mailto:breenM@michigan.gov)  
Phone: (517) 335-0462

## 2.22 Contract Compliance Inspector

The Director of DTMB-Procurement directs the person named below, or his or her designee, to monitor and coordinate the activities for this Contract on a day-to-day basis during its term. Monitoring Contract activities does not imply the authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of this Contract. DTMB-Procurement is the only State office authorized to change, modify,



amend, alter or clarify the prices, specifications, terms and conditions of this Contract. The Contract Compliance Inspector for this Contract is:

Pat Ruddick  
DTMB Telecommunications  
Hannah Building  
Email: RuddickP@michigan.gov Phone: 517) 241-8719

#### 2.23 Project Manager

The following individual will oversee the project:

Kristen Furseth Senior Project Manager  
(Address)  
Email: fursethk@michigan.gov Phone: 517-335-3797

#### 2.24 Change Requests

The State reserves the right to request from time to time any changes to the requirements and specifications of this Contract and the work to be performed by the Contractor under this Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, Contractor shall provide a detailed outline of all work to be done, including tasks necessary to accomplish the Additional Services/Deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the State requests or directs the Contractor to perform any Services/Deliverables that are outside the scope of the Contractor's responsibilities under this Contract ("New Work"), the Contractor must notify the State promptly before commencing performance of the requested activities it believes are New Work. If the Contractor fails to notify the State before commencing performance of the requested activities, any such activities performed before the Contractor gives notice shall be conclusively considered to be in-scope Services/Deliverables and not New Work.

If the State requests or directs the Contractor to perform any services or provide deliverables that are consistent with and similar to the Services/Deliverables being provided by the Contractor under this Contract, but which the Contractor reasonably and in good faith believes are not included within the Statements of Work, then before performing such Services or providing such Deliverables, the Contractor shall notify the State in writing that it considers the Services or Deliverables to be an Additional Service/Deliverable for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing that Service or providing that Deliverable. If the Contractor does so notify the State, then such a Service or Deliverable shall be governed by the Change Request procedure in this Section.

In the event prices or service levels are not acceptable to the State, the Additional Services or New Work shall be subject to competitive bidding based upon the specifications.

##### (1) Change Request at State Request

If the State requires Contractor to perform New Work, Additional Services or make changes to the Services that would affect the Contract completion schedule or the amount of compensation due Contractor (a "Change"), the State shall submit a written request for Contractor to furnish a proposal for carrying out the requested Change (a "Change Request").

##### (2) Contractor Recommendation for Change Requests:

Contractor shall be entitled to propose a Change to the State, on its own initiative, should Contractor believe the proposed Change would benefit this Contract.

(3) Upon receipt of a Change Request or on its own initiative, Contractor shall examine the implications of the requested Change on the technical specifications, Contract schedule and price of the Deliverables and



Services and shall submit to the State without undue delay a written proposal for carrying out the Change. Contractor's proposal shall include any associated changes in the technical specifications, Contract schedule and price and method of pricing of the Services. If the Change is to be performed on a time and materials basis, the Amendment Labor Rates shall apply to the provision of such Services. If Contractor provides a written proposal and should Contractor be of the opinion that a requested Change is not to be recommended, it shall communicate its opinion to the State but shall nevertheless carry out the Change as specified in the written proposal if the State directs it to do so.

(4) By giving Contractor written notice within a reasonable time, the State shall be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under this Contract, describing the Change and its effects on the Services and any affected components of this Contract (a "Contract Change Notice").

(5) No proposed Change shall be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the Department of Technology, Management and Budget, Procurement.

(6) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of this Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect this Contract.

## 2.25 Notices

Any notice given to a party under this Contract must be deemed effective, if addressed to the party as addressed below, upon: (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

State:

State of Michigan  
Procurement  
Attention: Mike Breen  
PO Box 30026  
530 West Allegan  
Lansing, Michigan 48909

Contractor:

Name: AT&T  
Address: 23500 Northwestern Hwy Bldg. W. Southfield, MI 48075

Either party may change its address where notices are to be sent by giving notice according to this Section.

## 2.26 Binding Commitments

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in this Contract. Contractor may change the representatives from time to time upon giving written notice.

## 2.27 Relationship of the Parties

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors shall be deemed to be an employee, agent or servant of the State for any reason. Contractor shall be solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of this Contract.



## 2.28 RESERVED

## 2.29 Assignments

Neither party may assign this Contract, or assign or delegate any of its duties or obligations under this Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign this Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign this Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform this Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on this Contract or the State's ability to recover damages.

Contractor may not, without the prior written approval of the State, assign its right to receive payments due under this Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties and the requirement under this Contract that all payments must be made to one entity continues.

If the Contractor intends to assign this Contract or any of the Contractor's rights or duties under this Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

### **2.030 General Provisions**

## 2.31 Media Releases

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates shall not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

## 2.32 Contract Distribution

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

## 2.33 Permits

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State shall pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

## 2.34 Website Incorporation

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

## 2.35 Future Bidding Preclusion

Contractor acknowledges that, to the extent this Contract involves the creation, research, investigation or generation of a future RFP; it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any Bidder if the State determines that the Bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP



### 2.36 Freedom of Information

All information in any proposal submitted to the State by Contractor and this Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, et seq (the "FOIA").

### 2.37 Disaster Recovery RESERVED

### 2.38 Resale of Services

The State may not resell the Services or rebrand the Services for resale to third parties without Contractor's written consent.

### 2.39 Trademarks

Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

This section does not limit the State's ability to promote the use of this contract by MiDEAL members and other partners.

## **2.040 Financial Provisions**

### 2.41 Fixed Prices for Services/Deliverables

Each Statement of Work or Purchase Order issued under this Contract shall specify (or indicate by reference to the appropriate Contract Exhibit) the firm, fixed prices for all Services/Deliverables, and the associated payment milestones and payment amounts. The State may make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts approved by the Contract Administrator, after negotiation. Contractor shall show verification of measurable progress at the time of requesting progress payments.

### 2.42 Adjustments for Reductions in Scope of Services/Deliverables

If the scope of the Services/Deliverables under any Statement of Work issued under this Contract is subsequently reduced by the State, the parties shall negotiate an equitable reduction in Contractor's charges under such Statement of Work commensurate with the reduction in scope.

### 2.43 Services/Deliverables Covered

The State shall not be obligated to pay any amounts in addition to the charges specified in this Contract for all Services/Deliverables to be provided by Contractor and its Subcontractors, if any, under this Contract.

### 2.44 Invoicing and Payment – In General

The Contractor may only charge for actual work completed and accepted, and actual services used. Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 days of the State's receipt. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if articles purchased under the Contract are used for the State's exclusive use. The State will provide evidence of tax-exempt status at Contractor's request. The State will not be required to pay charges for Services invoiced more than 6 months after close of the billing period in which the charges were incurred. If the State disputes a charge, the State will provide notice to Contractor specifically identifying the charge and the reason it is disputed within 6 months after the date of the affected invoice, or the State waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until investigations are complete. Following resolution of dispute, payment of all properly due charges must be made within 30 days, and Contractor will reverse any late payment fees that were invoiced in error.



Payment by the State will not constitute a waiver of any rights as to the Contractor's continuing obligations, including claims for deficiencies or substandard Services.

#### 2.45 Pro-ration

To the extent there are Services that are to be paid for on a monthly basis, the cost of such Services shall be pro-rated for any partial month.

#### 2.46 Antitrust Assignment

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### 2.47 Final Payment

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under this Contract, nor shall it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with this Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under this Contract shall constitute a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

#### 2.48 Electronic Payment Requirement

Electronic transfer of funds is required for payments on State Contracts. Contractors are required to register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in Public Act 431 of 1984, all contracts that the State enters into for the purchase of goods and services shall provide that payment shall be made by electronic fund transfer (EFT).

#### 2.50 Taxes

##### 2.51 Employment Taxes

Contractor shall collect and pay all applicable federal, state, and local employment taxes, including the taxes.

##### 2.52 Sales and Use Taxes

Contractor shall register and remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a) (2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

### **2.060 Contract Management**

#### 2.61 Contractor Personnel Qualifications

AT&T shall employ and make available at an adequate number of appropriately qualified and trained personnel, familiar with the State's operations and use of the services, to provide and support the State's use of the Services in accordance with the terms of this Contract.



The State's approval of any AT&T assigned personnel will not be unreasonably withheld, and rejection not unreasonably applied.

#### 2.62 Contractor Key Personnel

(a) The Contractor must provide the Contract Compliance Inspector with the names of the Key Personnel.

(b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.

(c) The State shall have the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor shall notify the State of the proposed assignment, shall introduce the individual to the appropriate State representatives, and shall provide the State with a resume and any other relevant information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State shall provide a written explanation including reasonable detail outlining the reasons for the rejection.

(d) Contractor must not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State, which will not be unreasonably withheld. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including death, illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements, and appropriate transition planning will be established. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least 10 business days before redeploying non-Key Personnel, who are dedicated to primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

#### 2.63 Re-assignment of Personnel at the State's Request

Subject to Section 2.061 above, the State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service shall not be counted for a time as agreed to by the parties.

#### 2.64 Contractor Personnel Location

All staff assigned by Contractor to work on this Contract shall perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel shall, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.



#### 2.65 Contractor Identification

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

#### 2.66 Cooperation with Third Parties

Contractor agrees to cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. As reasonably requested by the State in writing the Contractor shall provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with this Contract and shall not interfere or jeopardize the safety or operation of the systems or facilities. The State acknowledges that Contractor's time schedule for this Contract is very specific and agrees not to unnecessarily or unreasonably interfere with, delay or otherwise impede Contractor's performance under this Contract with the requests for access. If there are any forms that are required to be signed by AT&T employees, AT&T must be given five business days to review them in advance.

#### 2.67 Contract Management Responsibilities

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by Contractor to perform the Services. Contractor shall have overall responsibility for managing and successfully performing and completing the Services/Deliverables, subject to the overall direction and supervision of the State and with the participation and support of the State as specified in this Contract. Contractor's duties shall include monitoring and reporting the State's performance of its participation and support responsibilities (as well as Contractor's own responsibilities) and providing timely notice to the State in Contractor's reasonable opinion if the State's failure to perform its responsibilities in accordance with the Project Plan is likely to delay the timely achievement of any Contract tasks.

The Contractor shall provide the Services/Deliverables directly or through its affiliates, subsidiaries, subcontractors or resellers. Regardless of the entity providing the Service/Deliverable, the Contractor shall act as a single point of contact coordinating these entities to meet the State's need for Services/Deliverables. Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

#### 2.68 Contractor Return of State Equipment/Resources

The Contractor shall return to the State any State-furnished equipment, facilities and other resources when no longer required for this Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

### **2.070 Subcontracting by Contractor**

#### 2.71 Contractor full Responsibility

Contractor shall have full responsibility for the successful performance and completion of all of the Services and Deliverables. The State shall consider Contractor to be the sole point of contact with regard to all contractual matters under this Contract, including payment of any and all charges for Services and Deliverables.

#### 2.72 State Consent to Delegation

AT&T may, without the State's consent, assign its rights and obligations under the Contract to an AT&T Affiliate, or an approved subcontractor, but AT&T will in each such case remain financially and operationally responsible for the performance of such obligations.

The State shall have the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's



request shall be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request shall be based on legitimate, good faith reasons. Replacement Subcontractor(s) for the removed Subcontractor shall be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State shall agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work shall not be counted for a time agreed upon by the parties.

#### 2.73 Subcontractor bound to Contract

In any subcontracts entered into by Contractor for the performance of the Services, Contractor shall require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of this Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by this Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor shall be the responsibility of Contractor, and Contractor shall remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor shall make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State shall not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under this Contract shall not relieve Contractor of any obligations or performance required under this Contract. A list of the Subcontractors, if any, approved by the State as of the execution of this Contract, together with a copy of the applicable subcontract is attached.

#### 2.74 Flow Down

Except where specifically approved in writing by the State on a case-by-case basis, Contractor shall flow down the obligations in Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, and 2.200 in all of its agreements with any Subcontractors.

#### 2.75 Competitive Selection

The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Contract.

### **2.080 State Responsibilities**

#### 2.81 Equipment

The State shall provide only the equipment and resources identified in the Statement of Work and other Contract Exhibits.

#### 2.82 Facilities

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities").

The Contractor shall have reasonable access to, and unless agreed otherwise by the parties in writing must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor agrees that it shall not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.



## **2.090 Security**

### **2.91 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results shall be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations shall include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks shall be initiated by the State and shall be reasonably related to the type of work requested. The State agrees to treat all personally identifiable information ("PII") relating to Contractor personnel that is provided to Customer or collected on its behalf in connection with any background check as the confidential information of such individuals and to protect such PII in the manner described in Section 2.102 (Protection and Destruction of Confidential Information). In addition, the State agrees that the PII of Customer personnel shall be subject to the obligations of Section 2.212 (Compliance with Laws).

All Contractor personnel shall also be expected to comply with the State's security and acceptable use policies for State IT equipment and resources. See <http://www.michigan.gov/dit>. Furthermore, Contractor personnel shall be expected to agree to the State's security and acceptable use policies before the Contractor personnel shall be accepted as a resource to perform work for the State. It is expected the Contractor shall present these documents to the prospective employee before the Contractor presents the individual to the State as a proposed resource. Contractor staff shall be expected to comply with all Physical Security procedures in place within the facilities where they are working.

Contractor's employees may decline to undergo such background checks; however Contractor recognizes that only employees that agree to the checks will be allowed access to state facilities or systems.

### **2.92 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State shall cooperate to mitigate, to the extent practicable, the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State in writing any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by this Contract within 10 days of becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.93 PCI DATA Security Requirements**

Contractors with access to credit/debit card cardholder data must adhere to the Payment Card Industry (PCI) Data Security requirements. Contractor agrees that they are responsible for security of cardholder data in their possession. Contractor agrees that data can ONLY be used for assisting the State in completing a transaction, supporting a loyalty program, supporting the State, providing fraud control services, or for other uses specifically required by law.

Contractor agrees to provide business continuity in the event of a major disruption, disaster or failure.

The Contractor shall contact the Department of Technology, Management and Budget, Financial Services immediately to advise them of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor agrees the Payment Card Industry representative, or a Payment Card Industry approved third party, shall be provided with full cooperation and access to conduct a thorough security review. The review will validate compliance with the Payment Card Industry Data Security Standard for protecting cardholder data.

Contractor agrees to properly dispose sensitive cardholder data when no longer needed. The Contractor shall continue to treat cardholder data as confidential upon contract termination.



The Contractor shall provide the Department of Technology, Management and Budget, Financial Services documentation showing PCI Data Security certification has been achieved. The Contractor shall advise the Department of Technology, Management and Budget, Financial Services of all failures to comply with the PCI Data Security Requirements. Failures include, but are not limited to system scans and self-assessment questionnaires. The Contractor shall provide a time line for corrective action.

## 2.100 Confidentiality

### 2.101 Confidentiality

Contractor and the State each acknowledge that the other possesses and shall continue to possess confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below), which is marked confidential, restricted, proprietary, or with a similar designation. All personally identifiable information ("PII") relating to Contractor personnel that is provided to the State or collected on its behalf in connection with any background check as the confidential information of such individuals and to protect such PII in the manner described in Section 2.102 (Protection and Destruction of Confidential Information). "Confidential Information" of the State means any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under this Contract, is marked as confidential, proprietary or with a similar designation by the State. "Confidential Information" excludes any information (including this Contract) that is publicly available under the Michigan FOIA.

### 2.102 Protection and Destruction of Confidential Information

The State and Contractor shall each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State shall (i) make any use of the Confidential Information of the other except as contemplated by this Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party shall limit disclosure of the other party's Confidential Information to employees, agents and Subcontractors who must have access to fulfill the purposes of this Contract. Disclosure to, and use by, an agent or Subcontractor is permissible where (A) use of an agent or Subcontractor is authorized under this Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the agent's or Subcontractor's scope of responsibility, and (C) Contractor obligates the agent or Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee or agent of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee or agent has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's or agent's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of this Contract for any reason, each party must certify to the other party that the receiving party has destroyed all of the disclosing party's Confidential Information.

### 2.103 Exclusions

Notwithstanding the foregoing, the provisions in this Section shall not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of this Section shall not apply to any particular Confidential Information to the extent the receiving party is



required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

#### 2.104 No Implied Rights

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

#### 2.105 Respective Obligations

The parties' respective obligations under this Section must survive the termination or expiration of this Contract for any reason.

### **2.110 Records and Inspections**

#### 2.111 Inspection of Work Performed [RESERVED]

#### 2.112 Records Maintenance, Inspection, Examination, and Audit

Under MCL 18.1470, the State or its designee may audit Contractor to verify compliance with this Contract. Such an audit will not occur more than once every 12 months. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 days of providing written notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 2 full billing cycles.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

#### 2.113 Retention of Records [RESERVED]

#### 2.114 Audit Resolution [RESERVED]

#### 2.115 Errors [RESERVED]

### **2.120 Warranties**

#### 2.121 Warranties and Representations

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under this Contract. The performance of all obligations under this Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under this Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with this Contract's requirements and other standards of performance.



- (c) Deliverables licensed or sold to the State under this Contract will have clean title and Contractor has all rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables.
- (d) If, under this Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in this Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any Affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under this Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within ten days of learning about it.
- (h) Neither Contractor nor any Affiliates, nor any employee of either has accepted or must accept anything of value based on an understanding that the actions of the Contractor or Affiliates or employee on behalf of the State would be influenced. Contractor must not attempt to influence any State employee by the direct or indirect offer of anything of value.
- (i) Neither Contractor nor any Affiliates, nor any employee of either has paid or agreed to pay any person, other than bona fide employees and consultants working solely for Contractor or the Affiliate, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- (j) The prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder; and no attempt was made by Contractor to induce any other person to submit or not submit a proposal for the purpose of restricting competition.
- (k) All financial statements, reports, and other information furnished by Contractor to the State as part of its response to the RFP or otherwise in connection with the award of this Contract fairly and accurately represent the business, properties, financial condition, and results of operations of Contractor as of the respective dates, or for the respective periods, covered by the financial statements, reports, other information. Since the respective dates or periods covered by the financial statements, reports, or other information, there have been no material adverse changes in the business, properties, financial condition, or results of operations of Contractor.
- (l) To the knowledge of Contractor, all written information furnished to the State by or for the Contractor in connection with this Contract, including its bid, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading.
- (m) To the knowledge of Contractor, it is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State or the department within the previous five years for the reason that Contractor failed to perform or otherwise breached an obligation of this Contract.
- (n) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after contract award, the Contractor is required to report those changes immediately to the Department of Technology, Management and Budget, Procurement.

#### 2.122 Warranty of Merchantability [RESERVED]

#### 2.123 Warranty of Fitness for a Particular Purpose [RESERVED] 2.124 Warranty of Title

The State shall receive good title to the goods provided under this contract. whose transfer is right and lawful. All goods provided shall be delivered free from any security interest, lien, or encumbrance of which the State,



at the time of contracting, has no knowledge. Goods provided by Contractor, under this Contract, shall be delivered free of any rightful claim of any third person by of infringement or the like.

#### 2.125 Equipment Warranty

To the extent Contractor is responsible under this Contract for maintaining equipment/system(s), Contractor represents and warrants that it shall maintain the equipment/system(s) in good operating condition and shall undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in this Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate(s) and perform(s) to the requirements and other standards of performance contained in this Contract, when installed, at the time of Final Acceptance by the State, and for a period of (1) one year commencing upon the first day following Final Acceptance.

Within two (2) business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under this Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor shall pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

#### 2.126 Equipment to be New

If applicable, all equipment provided under this Contract by Contractor shall be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

#### 2.127 Prohibited Products

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against this Contract, shall be considered default by the Contractor of the terms and conditions of this Contract and may result in cancellation of this Contract by the State. The brand and product number offered for all items shall remain consistent for the term of this Contract, unless DTMB-Procurement has approved a change order pursuant to Section 2.024.

#### 2.128 Consequences for Breach

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of this Contract.

### **2.130 Insurance**

#### 2.131 Liability Insurance

The Contractor must provide proof of the minimum levels of insurance coverage as indicated below. The insurance must protect the State from claims that may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether the services are performed by the Contractor, or by any



subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain under this Contract.

All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY and NON-CONTRIBUTING to any comparable liability insurance (including self-insurances) carried by the State.

The insurance must be written for the limits specified in this Contract or required by law, whichever is greater.

The insurers selected by Contractor must have an A.M. Best rating of A or better, or as otherwise approved in writing by the State, or if the ratings are no longer available, with a comparable rating from a recognized insurance rating agency. All policies of insurance required in this Contract must be issued by companies that have been approved to do business in the State.

See [www.michigan.gov/dleg](http://www.michigan.gov/dleg).

Where specific limits are shown, they are the minimum acceptable limits.

The Contractor is required to pay for and provide the type and amount of insurance checked  below:

- 1. Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit

The Contractor must include the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS as respects work under this Contract on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ⊗ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance with limits of \$500,000 on any auto including owned, hired and non-owned vehicles used in Contractor’s business for bodily injury and property damage as required by law.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS as respects work under this Contract on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

- ⊗ 3. Workers’ compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state of the Contractor’s domicile. If a self-insurer provides the applicable coverage, proof must be provided of approved self-insured authority by the jurisdiction of domicile. For employees working outside of the state of qualification, Contractor must provide appropriate certificates of insurance proving mandated coverage levels for the jurisdictions where the employees’ activities occur.

Any certificates of insurance received must also provide a list of states where the coverage is applicable.

The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company. This provision must not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.



4. Employers liability insurance with the following minimum limits:  
\$100,000 each accident  
\$100,000 each employee by disease  
\$500,000 aggregate disease
5. Employee Fidelity, including Computer Crimes, insurance naming the State as a loss payee, providing coverage for direct loss to the State and any legal liability of the State arising out of or related to fraudulent or dishonest acts committed by the employees of Contractor or its Subcontractors, acting alone or in collusion with others, in a minimum amount of one million dollars (\$1,000,000.00) with a maximum deductible of fifty thousand dollars (\$50,000.00).
6. Umbrella or Excess Liability Insurance in a minimum amount of ten million dollars (\$10,000,000.00), which must apply, at a minimum, to the insurance required in Subsection 1 (Commercial General Liability) above.
7. Professional Liability (Errors and Omissions) Insurance with the following minimum coverage: three million dollars (\$3,000,000.00) each occurrence and three million dollars (\$3,000,000.00) annual aggregate.
8. Fire and Personal Property Insurance covering against any loss or damage to the office space used by Contractor for any reason under this Contract, and the equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The policy must cover all risks of direct physical loss or damage, including without limitation, flood and earthquake coverage and coverage for computer hardware and software. The State must be endorsed on the policy as a loss payee as its interests appear.

#### 2.132 Subcontractor Insurance Coverage

Except where the State has approved in writing a Contractor subcontract with other insurance provisions, Contractor must require all of its Subcontractors under this Contract to purchase and maintain the insurance coverage as described in this Section for the Contractor in connection with the performance of work by those Subcontractors. Alternatively, Contractor may include any Subcontractors under Contractor's insurance on the coverage required in this Section. Subcontractor(s) must fully comply with the insurance coverage required in this Section. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

#### 2.133 Certificates of Insurance and Other Requirements

Contractor must furnish to DTMB Procurement, certificate(s) of insurance verifying its insurance coverage or providing satisfactory evidence of self-insurance as required in this Section (the "Certificates"). The Certificate must be on the standard "accord" form or equivalent. The Contract Number or the Purchase Order Number must be shown on the Certificate of Insurance to Assure Correct Filing. All Certificate(s) are to be prepared and submitted by the Insurance Provider or its agent. Before this Contract is signed, and not less than 10 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State and its agents, officers and employees are listed as additional insured under each required commercial general liability and commercial automobile liability policy. In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan. Contractor shall provide at least 30 days' advanced written notice to the Director of Procurement, Department of Technology, Management and Budget of any cancellation or non-renewal of any required coverage that is not replaced.

The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions and, in the case of claims-made Commercial General Liability policies, must renew or purchase tail coverage or renew for at least three years following the expiration or termination for any reason of this Contract. The minimum limits of coverage specified above are not intended, and must not be construed; to



limit any liability or indemnity of Contractor under this Contract to any indemnified party or other persons. Contractor is responsible for all deductibles with regard to the insurance. If the Contractor fails to pay any premium for required insurance as specified in this Contract, or if any insurer cancels or significantly reduces any required insurance as specified in this Contract without the State's written consent, then the State may, after the State has given the Contractor at least 30 days written notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the reasonable cost from any payment due the Contractor, or the Contractor must pay that cost upon demand by the State.

## **2.140 Indemnification and Third Party Intellectual Property Claims**

### 2.141 General Indemnification

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), from third party claims resulting from injury to or death of any person or loss of or damage to tangible real or personal property to the extent that such liability, loss, damage, cost or expense was proximately caused by the negligence or willful misconduct of the Contractor or any of its subcontractors, or by anyone else for whose acts any of them may be liable. The Contractor shall not be liable to the State for any consequential damages arising out of claims brought by third parties in connection with this General Indemnification section 2.141.

### 2.142 [RESERVED]

### 2.143 Employee Indemnification

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its subcontractors, the indemnification obligation under Section 2.141 of this Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

### 2.144 Indemnification Procedure.

The State will notify Contractor, promptly in writing when the State decides to seek indemnification from the Contractor; however, failure to do so will not relieve Contractor of its responsibilities under this Contract, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State will allow the Contractor to control the defense of the claim and will reasonably cooperate with the defense. The State shall be entitled to regular updates on proceeding status. At its own cost and expense, the State may; (i) participate in the defense of the proceeding; (ii) employ its own counsel; and to (iii) retain control of the defense if the State deems necessary. Contractor will not, without the State's prior written consent (which is not to be unreasonably withheld and which shall be provided promptly following a request from the Contractor), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding, except to the extent that the Contractor would be materially prejudiced by the requirement of obtaining consent from the State.. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim. Any litigation activity on behalf of the State or any of its subdivisions, under this Section 2.140, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

### 2.145 Infringement Remedies. \*

(a) The remedies set forth in this Section 2.145 are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified for such actions.



- (b) If any Deliverable or any component thereof, other than State Materials, is found to be infringing or if any use of any Deliverable or any component thereof is enjoined, threatened to be enjoined or otherwise the subject of a claim that a Deliverable provided by the Contractor hereunder infringes any properly registered patent, copyright or trademark, Contractor must, at Contractor's sole cost and expense:
- (i) procure for the State the right to continue to use the Deliverable or component thereof in all material respects in the manner contemplated by this Contract; or
  - (ii) modify or replace the materials that infringe or are alleged to infringe ("Allegedly Infringing Materials") to make the Deliverable and its components non-infringing while providing equivalent features and functionality.
- (c) If neither of the foregoing is possible, notwithstanding Contractor's reasonable and diligent efforts, then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will: (i) for service Deliverables, refund to the State amounts that have been prepaid with respect to the Allegedly Infringing Materials or otherwise with respect to the Deliverable, to the extent that the State can no longer reasonably use the Allegedly Infringing Material or the Deliverable in the manner contemplated under this Contract, or for equipment Deliverables, refund to the State a pro-rata portion of the purchase price paid for the Deliverable which is the subject of such infringement, such refund based on a straight line amortization over a five (5) year term beginning on the date of purchase; and (ii) use best efforts to, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Materials for a transition period of up to six (6) months to allow the State to replace the affected features of the Deliverable without disruption.
- (d) If Contractor directs the State to cease using any Deliverable under Section 2.145(c) and the State can no longer use the remaining Deliverables to obtain the functionality that is contemplated by this Contract, the State may terminate this Contract for cause under Section 2.152.
- (e) Contractor will have no liability for any claim of infringement arising solely from:
- (i) Contractor's compliance with any designs, specifications, or instructions of the State;
  - (ii) Modification of the Deliverable by the State or any entity acting on behalf of the State, without the prior knowledge and approval of Contractor or combinations of the Deliverable with any service or products not provided by Contractor;
  - (iii) Content provided by the State, its affiliates or a user in connection with the Services provided by Contractor hereunder; or
  - (iv) Use of the Deliverable provided by Contractor hereunder, in violation of this Agreement unless the claim arose against the Deliverable independently of any of the above specified actions.

2.146 Continuation of Obligations. The Contractor's duty under Sections 2.141, 2.143, 2.144, and 2.145 respectively, continues in full force and effect, for a period of three years following the expiration or early cancellation of this Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

### **2.150 Termination/Cancellation**

#### 2.151 Notice and Right to Cure

If the Contractor breaches this Contract, and the State in its sole discretion determines that the breach is curable, then the State shall provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### 2.152 Termination for Cause

(a) The State may terminate this contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under this Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State



(b) If this Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating this Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by this Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in this Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under this Contract.

(c) If the State chooses to partially terminate this Contract for cause, charges payable under this Contract shall be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of this Contract that are terminated for cause must cease on the effective date of the termination.

(d) If the State terminates this Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in this Contract for a termination for convenience.

#### 2.153 Termination for Convenience

The State may terminate this Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in this Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate this Contract for its convenience, in whole or in part, by giving Contractor written notice at least 30 days before the date of termination. If the State chooses to terminate this Contract in part, the charges payable under this Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of this Contract that are terminated for convenience must cease on the effective date of the termination.

#### 2.154 Termination for Non-Appropriation

(a) Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this Contract. If funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available, the State must terminate this Contract and all affected Statements of Work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The State must give Contractor at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if the State receives notice of the final decision less than 30 days before the funding cutoff).

(b) If funding for this Contract is reduced by law, or funds to pay Contractor for the agreed-to level of the Services or production of Deliverables to be provided by Contractor are not appropriated or otherwise unavailable, the State may, upon 30 days written notice to Contractor, reduce the level of the Services or change the production of Deliverables in the manner and for the periods of time as the State may elect. The charges payable under this Contract shall be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.

(c) If the State terminates this Contract, eliminates certain Deliverables, or reduces the level of Services to be provided by Contractor under this Section, the State must pay Contractor for all Work-in-Process performed through the effective date of the termination or reduction in level, as the case may be and as determined by the State, to the extent funds are available. This Section shall not preclude Contractor from reducing or stopping



Services/Deliverables or raising against the State in a court of competent jurisdiction, any claim for a shortfall in payment for Services performed or Deliverables finally accepted before the effective date of termination.

#### 2.155 Termination for Criminal Conviction

The State may terminate this Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

#### 2.156 Termination for Approvals Rescinded

The State may terminate this Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State shall pay the Contractor for only the work completed to that point under this Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

#### 2.157 Rights and Obligations upon Termination

(a) If the State terminates this Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from this Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of this Contract and which are resulting from this Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates this Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under this Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under this Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.

(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Contract, and may further pursue completion of the Services/Deliverables under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

#### 2.158 Reservation of Rights

Any termination of this Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **2.160 Termination by Contractor**



#### 2.161 Termination by Contractor

If the State breaches this Contract, and the Contractor in its sole discretion determines that the breach is curable, then the Contractor will provide the State with written notice of the breach and a time period (not less than 30 days) to cure the breach. The Notice of Breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Contractor may terminate this Contract if the State (i) materially breaches its obligation to pay the Contractor undisputed amounts due and owing under this Contract, (ii) breaches its other obligations under this Contract to an extent that makes it impossible or commercially impractical for the Contractor to perform the Services, or (iii) does not cure the breach within the time period specified in a written notice of breach. But the Contractor must discharge its obligations under Section 2.160 before it terminates this Contract.

### **2.170 Transition Responsibilities**

#### 2.171 Contractor Transition Responsibilities

If the State terminates this contract, for convenience or cause, or if this Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor shall comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If this Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 90 days. These efforts must include, but are not limited to, those listed in Section 2.150.

#### 2.172 Contractor Personnel Transition

The Contractor shall work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties, to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by this Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's subcontractors or vendors. Contractor will notify all of Contractor's subcontractors of procedures to be followed during transition.

#### 2.173 Contractor Information Transition

The Contractor shall provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under this Contract. The Contractor will provide the State with asset management data generated from the inception of this Contract through the date on which this Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor will deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

#### 2.174 Contractor Software Transition

The Contractor shall reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under this Contract. This must include any documentation being used by the Contractor to perform the Services under this Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of this Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

#### 2.175 Transition Payments

If the transition results from a termination for any reason, the termination provisions of this Contract must govern reimbursement. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from



transition operations) at the rates agreed upon by the State. The Contractor will prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.

#### 2.176 State Transition Responsibilities

In the event that this Contract is terminated, dissolved, voided, rescinded, nullified, or otherwise rendered unenforceable, the State agrees to reconcile all accounts between the State and the Contractor, complete any pending post-project reviews and perform any other obligations upon which the State and the Contractor agree.

- (a) Reconciling all accounts between the State and the Contractor;
- (b) Completing any pending post-project reviews.

### **2.180 Stop Work**

#### 2.181 Stop Work Orders

The State may, at any time, by written Stop Work Order to Contractor, require that Contractor stop all, or any part, of the work called for by this Contract for a period of up to 90 calendar days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order must be identified as a Stop Work Order and must indicate that it is issued under this Section. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the Stop Work Order as provided in Section 2.182.

#### 2.182 Cancellation or Expiration of Stop Work Order

The Contractor shall resume work if the State cancels a Stop Work Order or if it expires. The parties shall agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and this Contract shall be modified, in writing, accordingly, if: (a) the Stop Work Order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of this Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under this Contract. Any adjustment will conform to the requirements of Section 2.024.

#### 2.183 Allowance of Contractor Costs

If the Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated for reasons other than material breach, the termination shall be deemed to be a termination for convenience under Section 2.153, and the State shall pay reasonable costs resulting from the Stop Work Order in arriving at the termination settlement. For the avoidance of doubt, the State shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this Section.

### **2.190 Dispute Resolution**

#### 2.191 In General

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to this Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under this Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.



## 2.192 Informal Dispute Resolution

(a) All disputes between the parties shall be resolved under the Contract Management procedures in this Contract. If the parties are unable to resolve any dispute after compliance with the processes, the parties must meet with the Director of Procurement, DTMB, or designee, to resolve the dispute without the need for formal legal proceedings, as follows:

(1) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.

(2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to this Contract shall be honored in order that each of the parties may be fully advised of the other's position.

(3) The specific format for the discussions shall be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(4) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, shall issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section shall not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under Section 2.193.

(c) The State shall not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under this Contract.

## 2.193 Injunctive Relief

The only circumstance in which disputes between the State and Contractor shall not be subject to the provisions of Section 2.192 is where a party makes a good faith determination that a breach of the terms of this Contract by the other party is that the damages to the party resulting from the breach shall be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

## 2.194 Continued Performance

Each party agrees to continue performing its obligations under this Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate this Contract as provided in Section 2.150, as the case may be.

## **2.200 Federal and State Contract Requirements**

### 2.201 Nondiscrimination

In the performance of this Contract, Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, and marital status, physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of this Contract or any purchase order resulting from this Contract will contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and any breach of this provision may be regarded as a material breach of this Contract.

### 2.202 Unfair Labor Practices



Under 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to this Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of this Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

#### 2.203 Workplace Safety and Discriminatory Harassment

In performing Services for the State, the Contractor shall comply with the Department of Civil Services Rule 2-20 regarding Workplace Safety and Rule 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service regulations and any applicable agency rules provided to the Contractor. For Civil Service Rules, see <http://www.mi.gov/mdcs/0,1607,7-147-6877---,00.html>.

#### 2.204 RESERVED

### **2.210 Governing Law**

#### 2.211 Governing Law

This Contract shall in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

#### 2.212 Compliance with Laws

Contractor and the State shall comply with all applicable state, federal and local laws and ordinances, including privacy laws, in connection with this contract.

#### 2.213 Jurisdiction

Any dispute arising from this Contract shall be resolved in the State of Michigan. With respect to any claim between the parties, Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections it may have to the jurisdiction on the grounds of lack of personal jurisdiction of the court or the laying of venue of the court or on the basis of forum non convenience or otherwise. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

### **2.220 Limitation of Liability**

#### 2.221 Limitation of Liability

The parties' entire liability to each other, and the other party's exclusive remedy for damages on account of any claims arising out of and not disclaimed under this contract shall be:

- (i) for bodily injury, death or damage to real or personal property proximately caused by a party's negligence or for claims arising under Section 2.141 (General Indemnification) proven direct damages;
- (ii) for breach of section 2.100 (Confidentiality), section 2.031 (Media Releases) or section 2.039 (Trademarks), proven direct damages;
- (iii) for any infringement claims, the remedies available under Section 2.144 (Third Party Intellectual Property Claims);
- (iv) for claims arising from the other party's gross negligence or willful misconduct, proven damages; or
- (v) for claims other than those set forth in section 2.221(a)(i)-(iv), proven direct damages not to exceed, on a per claim or aggregate basis an amount equal to the total value of this contract.

Except as set forth in Section 2.140 (Indemnification) or Section 2.144 (Third Party Claims) or in the case of a party's gross negligence or willful misconduct, neither party will be liable to the other party for any indirect,



incidental, consequential, punitive, reliance or special damages, including without limitation damages for lost profits, advantage, savings or revenues or for increased cost of operations.

The limitations in this section shall not limit the State's responsibility for the payment of all properly due charges under this Contract, have any effect on Contractors' obligation to maintain insurance under Section 2.130 (Insurance) or the coverage offered thereunder or prevent either party from seeking the prevailing party in the action of proceeding to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs. The "prevailing party" shall be the party determined by the court or other presiding party to be the prevailing party injunctive or other equitable relief.

#### 2.222 DISCLAIMER OF LIABILITY

CONTRACTOR WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY THE STATE or third PARTIES OTHER THAN AT&T AFFILIATES AND/OR SUBCONTRACTORS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY CALLS OR TRANSMISSIONS, (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS CONTRACT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF THE STATE'S (OR ITS AFFILIATES' OR USERS') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

#### 2.223 Application and Survival

The limitations of liability set forth in this Contract will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in Section 2.220 will survive failure of any exclusive remedies provided in this Contract.

### **2.230 Disclosure Responsibilities**

#### 2.231 Disclosure of Litigation

Contractor shall disclose any material criminal litigation, investigations or proceedings involving the Contractor (and, to the extent it has actual knowledge, each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) shall notify the State of any material civil litigation, arbitration or proceeding which arises during the term of this Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor shall disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation shall be deemed to satisfy the requirements of this Section.

If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of this Contract would cause a reasonable party to be concerned about:

- (a) the ability of Contractor (or a Subcontractor) to continue to perform this Contract according to its terms and conditions, or
- (b) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of this Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:



- (1) Contractor and its Subcontractors will be able to continue to perform this Contract and any Statements of Work according to its terms and conditions, and
- (2) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor shall make the following notifications in writing:
  - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
  - (2) Contractor shall also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (3) Contractor shall also notify DTMB-Procurement within 30 days whenever changes to company affiliations occur.

#### 2.232 Call Center Disclosure

Contractor and/or all subcontractors involved in the performance of this Contract providing call or contact center services to the State shall, upon request, disclose the location of its call or contact center services to inbound callers.

#### 2.233 Bankruptcy

The State may, without prejudice to any other right or remedy, terminate this Contract, in whole or in part, if:

- (a) The Contractor files for protection under the bankruptcy laws;
- (b) An involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) The Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) The Contractor makes a general assignment for the benefit of creditors; or
- (e) The Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under this Contract.

### **2.240 Performance**

#### 2.241 Time of Performance

- (a) Contractor shall use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.
- (b) Without limiting the generality of Section 2.241, Contractor shall notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and will inform the State of the projected actual delivery date.
- (c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### 2.242 Service Level Agreement (SLA)

A Service Level Agreement for this contract will be developed by mutual agreement after the execution of this contract.

#### 2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under Section 2.152, the State is entitled to collect liquidated



damages in the amount of \$5,000.00 and an additional \$100.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

#### Unauthorized Removal of any Key Personnel

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under Section 2.152, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under Section 2.060 and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

#### 2.244 Excusable Failure

Neither party will be liable for any default, damage or delay in the performance of its obligations under this Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military or otherwise), power failure, electrical surges or current fluctuations, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. But the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under this Contract for so long as the delay in performance continues; (b) the State may terminate any portion of this Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.



The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under this Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

### **2.250 Approval of Deliverables**

#### 2.251 Delivery of Deliverables

All Deliverables shall be completed and delivered for State review and written approval and, where applicable, installed in accordance with the State-approved delivery schedule and any other applicable terms and conditions of this Contract.

#### 2.252 Contractor System Testing [RESERVED]

2.253 Approval of Deliverables. All Deliverables require formal written approval by the State, in accordance with the following procedures. Formal approval by the State requires that the Deliverable be confirmed in writing by the State to meet its specifications set forth in the applicable Statement of Work ("Specifications"). The parties acknowledge that the approval process set forth herein will be facilitated by ongoing consultation between the parties, State review of interim and intermediate Deliverables and collaboration between the parties on key decisions. The parties further agree that the approval process set forth herein shall control, unless the parties mutually agree to different procedures in writing or otherwise in a Statement of Work. .

The State's obligation to comply with any State Review Period is conditioned on the timely delivery of Deliverables being reviewed. If Contractor fails to provide a Deliverable to the State in a timely manner, the State will nevertheless use commercially reasonable efforts to complete its review or testing within the applicable State Review Period.

Before commencement of its review or testing of a Deliverable, the State may inspect the Deliverable to confirm that all components of the Deliverable have been delivered. If the State determines that the Deliverable is incomplete, the State may refuse delivery of the Deliverable without performing any further inspection or testing of the Deliverable. Otherwise, the review period will be deemed to have started on the day the State receives the Deliverable.

The State will approve in writing a Deliverable upon confirming that it conforms to and performs in accordance with, its Specifications without material deficiency. The State may, but shall not be required to, conditionally approve in writing a Deliverable that contains material deficiencies if the State elects to permit Contractor to rectify them post-approval. In any case, Contractor will be responsible for working diligently to correct within a reasonable time at Contractor's expense all deficiencies in the Deliverable that remain outstanding at the time of State approval. The State shall allow the Contractor a reasonable time to correct any deficiencies identified by the State in the approval process (the "Cure Period"). The Cure Period shall be thirty (30) days, (unless otherwise extended as provided for below), commencing from the date that the Contractor receives written notice of the deficiency from the State ("Deficiency Notice"). The Cure Period may be extended beyond thirty (30) days, to the extent that the Contractor is demonstrating, in good faith, diligent effort to effect a cure for a deficiency identified by the State; provided, however, in no event shall the Cure Period extend beyond sixty (60) days from the date of the Deficiency Notice, without written approval of the State. Any deficiency identified by the State in the approval process, shall be described by the State in writing with sufficient detail to allow Contractor to understand the precise nature of the defect, the impact of the defect on functionality of the Deliverable taken as a whole, the materiality of such defect and such additional information as Contractor may reasonably request in order to cure the deficiency. The State will cooperate with the Contractor's efforts to cure a deficiency.



If, after three (3) opportunities (the original and two repeat efforts), Contractor is unable to correct all deficiencies preventing State approval of a Deliverable, the State may: (i) demand that Contractor cure the failure and give Contractor additional time to cure the failure at the sole expense of Contractor; or ) keep this Contract in force and do, either itself or through other parties, whatever Contractor has failed to do, in which event Contractor shall: pay to the State for any reasonable, incidental expenditures incurred by the State in contracting with a substitute provider, an amount not to exceed 5% of the value of the purchase order for the Deliverable that was not accepted and substantiated by documentation evidencing such expenditures to the reasonable satisfaction of Contractor; and notwithstanding anything in this Section 2.253 or elsewhere in this Contract, pay the difference between the price of the Deliverable set forth under this Contract and the price of any substitute Deliverable, so long as the price of the substitute Deliverable is based on a commercially reasonable prevailing market price; or (ii) terminate this Contract for default, either in whole or in part by notice to Contractor. Notwithstanding the foregoing, the State shall not use, as a basis for exercising its termination rights under this Section, deficiencies discovered in a repeat State Review Period that could reasonably have been discovered during a prior State Review Period.

The State, at any time and in its own discretion, may halt the approval process if such process reveals deficiencies in or problems with a Deliverable in a sufficient quantity or of a sufficient severity as to make the continuation of such process unproductive or unworkable. In such case, the State may return the applicable Deliverable to Contractor for correction and re-delivery prior to resuming the review process and, in that event, Contractor will correct the deficiencies in such Deliverable in accordance with the Contract, as the case may be.

Approval in writing of a Deliverable by the State shall be provisional; that is, such approval shall not preclude the State from later identifying deficiencies in, and declining to accept, a subsequent Deliverable based on or which incorporates or inter-operates with an approved Deliverable, to the extent that the results of subsequent review or testing indicate the existence of deficiencies in the subsequent Deliverable, or if a component of the Deliverable otherwise fails to be accepted

2.254 Process for Approval of Written Deliverables [RESERVED]

2.255 Process for Approval of Custom Software Deliverables [RESERVED]

2.256 Final Acceptance

AT&T will install, implement and cutover the completed system for final acceptance by the State of Michigan. The system will operate in accordance with the manufacturer's specifications and this Contract. When the System completes manufacturer-recommended test protocols, and the State confirms that the system meets the requirements of this contract acceptance occurs. Acceptance shall not exceed 30 days following cutover.

### **2.260 Ownership**

2.261 Ownership of Work Product

Design of any system, as well as any other pre-existing or newly-developed intellectual property of AT&T, its suppliers or its third parties, provided in through the Contract or developed during the project remains the intellectual property of AT&T or its suppliers.

2.263 Vesting of Rights [RESERVED]

2.264 Rights in Data

The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under this Contract. The Contractor will not use the State's data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without



limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees or Subcontractor personnel who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

The State is the owner of all State-specific data under this Contract. The State may use the data provided by the Contractor for any purpose. The State will not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

#### 2.265 Ownership of Materials

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into this Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any non-custom software licensed through the Contractor and sold to the State, will be licensed directly to the State under a separate license agreement between the State and the owner (or authorized licensor) of such software.

### **2.270 State Standards**

#### 2.271 Existing Technology Standards

The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dit>.

#### 2.272 Acceptable Use Policy

To the extent that Contractor has access to the State computer system, Contractor must comply and will cause its employees to comply with the State's Acceptable Use Policy, see <http://www.michigan.gov/ditservice>. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

#### 2.273 Systems Changes

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access and configuration management procedures.

### **2.280 Extended Purchasing**

#### 2.281 MiDEAL (Michigan Delivery Extended Agreements Locally)

Public Act 431 of 1984 permits MDTMB to provide purchasing services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community, or junior college. A current listing of approved program members is available at: [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst). Unless otherwise stated, the Contractor must ensure that the non-state agency is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and equipment to these local governmental agencies at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor must send its invoices to, and accept payment from the local unit of government, on a direct and individual basis.



To the extent that authorized local units of government purchase quantities of Services and/or equipment under this Contract, the quantities of Services and/or equipment purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

Please Visit Mi DEAL at [www.michigan.gov/buymichiganfirst](http://www.michigan.gov/buymichiganfirst) under MiDeal.

Estimated requirements for authorized local units of government are not included.

#### 2.282 State Employee Purchases

The State allows State employees to purchase from this Contract. Unless otherwise stated, it is the responsibility of the Contractor to ensure that the State employee is an authorized purchaser before extending the Contract pricing.

The Contractor will supply Contract Services and Deliverables at the established State of Michigan contract prices and terms to the extent applicable and where available. The Contractor shall send its invoices to and pay the State employee on a direct and individual basis.

To the extent that authorized State employees purchase quantities of Services or Deliverables under this Contract, the quantities of Services and/or Deliverables purchased will be included in determining the appropriate rate wherever tiered pricing based on quantity is provided.

### **2.290 Environmental Provision**

#### 2.291 Environmental Provision

**Energy Efficiency Purchasing Policy:** The State seeks wherever possible to purchase energy efficient products. This includes giving preference to U.S. Environmental Protection Agency (EPA) certified 'Energy Star' products for any category of products for which EPA has established Energy Star certification. For other purchases, the State may include energy efficiency as one of the priority factors to consider when choosing among comparable products.

**Environmental Purchasing Policy:** The State of Michigan is committed to encouraging the use of products and services that impact the environment less than competing products. The State is accomplishing this by including environmental considerations in purchasing decisions, while remaining fiscally responsible, to promote practices that improve worker health, conserve natural resources, and prevent pollution. Environmental components that are to be considered include: recycled content and recyclables; energy efficiency; and the presence of undesirable materials in the products, especially those toxic chemicals which are persistent and bioaccumulative. The Contractor should be able to supply products containing recycled and environmentally preferable materials that meet performance requirements and is encouraged to offer such products throughout the duration of this Contract. Information on any relevant third party certification (such as Green Seal, Energy Star, etc.) should also be provided.

**Hazardous Materials:** For the purposes of this Section, "Hazardous Materials" means any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. This includes, but is not limited to, materials the as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

(a) SOM will ensure that the location at which Contractor installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. AT&T does not handle, remove or dispose of Hazardous Materials, and AT&T has no obligation to perform work at a location that is not a suitable and safe working environment. AT&T will not be liable for any Hazardous Materials,



unless it has caused the Hazardous Materials to be present. The State shall provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State shall advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor shall immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.

(b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State shall order a suspension of Work in writing. The State shall proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State shall terminate the affected Work for the State's convenience.

(c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor shall resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in a time as mutually agreed by the parties.

(d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor shall bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Labeling: Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

Refrigeration and Air Conditioning: The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

Environmental Performance: Waste Reduction Program - Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

## **2.300 Deliverables**

2.301 [RESERVED]

2.302 Hardware

A list of the items of hardware the State is required to purchase for executing this Contract is attached. The list includes all hardware required to complete this Contract and make the Deliverables operable; if any additional hardware is required in order for the Deliverables to meet the requirements of this Contract, such hardware shall be provided to the State by Contractor at no additional charge (except where agreed upon and specified in a Contract Change Notice). The attachment also identifies certain items of hardware to be provided by the State.

2.310 Software Warranties



2.311 [RESERVED]

2.312 [RESERVED]

2.313 [RESERVED]

2.314 [RESERVED]

2.315 [RESERVED]

**2.320 Software Licensing**

2.321 Cross-License, Deliverables Only, License to Contractor [RESERVED]

2.322 Cross-License, Deliverables and Derivative Work, License to Contractor [RESERVED]

2.323 License Back to the State {RESERVED}

2.324 License Retained by Contractor [RESERVED]

2.325 Pre-existing Materials for Custom Software Deliverables [RESERVED]

**2.330 Source Code Escrow [RESERVED]**

at&t video conferencing mi redline 3-24-14

**Attachment 8****Enterprise Conferencing Pricing Tables****071B4300144****Instructions for Bidder to complete the Pricing Table template:**

A Bidder may submit one or two proposals. They may submit one for a Contractor-hosted solution and/or a State-hosted solution. Bidders who choose to respond to both options **MUST SUBMIT TWO SEPARATE TECHNICAL AND PRICE PROPOSALS**. Each solution submitted by a Bidder will be evaluated and scored **separately** according to the merits of the proposal. Any proposal submitted that addressees both Contractor-hosted and State-hosted solutions together will not be considered or evaluated.

Bidder must complete the appropriate pricing tables. Identify all information related, directly or indirectly, to the Bidder's proposed charges for services and deliverables including, but not limited to, costs, fees, prices, rates, bonuses, discounts, rebates, or the identification of free services, labor or materials.

Bidders must provide the proposed pricing approach for the Enterprise Conferencing solution using the following tables:

Table A.1 – Enterprise Audio Conferencing – Services Cost Summary for Contractor-Hosted Solution.

Table A.2 – Enterprise Audio Conferencing – Services Cost Summary for State-Hosted Solution.

Table A.3 – Enterprise Audio Conferencing – Products Cost Summary for State-Hosted Solution.

Table B.1 – Enterprise Web Conferencing – Services Cost Summary for Contractor-Hosted Solution.

Table B.2 – Enterprise Web Conferencing – Services Cost Summary for State-Hosted Solution.

Table B.3 – Enterprise Web Conferencing – Products Cost Summary for State-Hosted Solution.

Table C.1 – Enterprise Video Conferencing – Services Cost Summary for Contractor-Hosted Solution.

Table C.2 – Enterprise Video Conferencing – Products Cost Summary for State-Hosted Solution

Identify any assumptions Bidder has made developing its Price Proposal in the **Pricing Additional Information** section provided at the end of the pricing table.



Bidders please provide the proposed pricing approach for the Enterprise Conferencing system. Table A – Enterprise Audio Conferencing, Table B – Enterprise Web Conferencing, Table C – Enterprise Video Conferencing.

**Table A.1 – Enterprise Audio Conferencing – Services Cost Summary for Contractor-Hosted Solution.**

The Table below is an expected list of Service/Feature Types that the SOM would typically utilize. The Service/Feature Types listed below are not all inclusive. Bidders are to provide a complete list service types/features along with the usage charge associated with each type of service or feature. **Bidder is to add rows to the table as required to provide a complete listing.**

Service/Feature Type	Usage Charge
Operator Assisted Bridge Arrangement Caller Paid	\$0.08
Reservationless Bridge Arrangement	\$0.025
Americans with Disabilities Act (ADA). Accommodations per minute as need	<b>\$ No charge for the ADA features provides in Attachment 5 (A5-4).</b>
Host Monthly Unlimited Usage up to: <b>125</b> of participants per event <i><b>Bidders please include the total number of participants.</b></i>	\$8.75
Operator Assisted Dial-Out	\$.19
OADI Toll-Free Dial-In (Operator Assisted)	\$.09
ADI Toll-Free Dial-In Automated (Reserved)	\$.07
RADI Toll-Free Dial-In Reservationless	\$.025
OADI Caller Paid Dial-In (Operator Assisted)	\$.08
ADI Caller Paid Dial-In Automated (Reserved)	\$.065
RADI Caller Paid Dial-In Reservationless	\$.025
Digitized Replay - Toll Free Dial In	\$.22
Executive Toll Free Dial-In	\$.32
Executive Caller Paid Dial-In	\$.27
Event Caller Paid Dial-In	\$.18
Premier Toll Free Dial-In	\$.25
International Conference Calls - Host and Operator Assisted Dial-Out / Discount off List Prices (See Service Guide URL for List Pricing <a href="http://serviceguidenew.att.com/sg_CustomPreviewer?attachmentId=00PC00000CGR1pMAH">http://serviceguidenew.att.com/sg_CustomPreviewer?attachmentId=00PC00000CGR1pMAH</a> )	<b>40% discount off of list prices (listed in the URL to the left)</b>



Toll Free Transport from Canada	\$ .20
Host Dial-Out	\$ .025
Reservationless Op Assist Dial-In-CP	\$ .065
Reservationless Op Assist Dial-In-TF	\$ .07
Event Toll Free Dial-In	\$ .22
Premier Caller Paid Dial-In	\$ .23
AT&T Web Meeting Service	\$ .15
Language Translation – can be added to reserved calls.	\$3.50 per min, plus one additional teleconference port
<b>Global Toll Free Dial In Access</b>	
Canada Toll Free	\$ .084
Argentina Toll Free	\$ .173
Australia Toll Free	\$ .085
Australia Caller Paid	\$ .13
Austria Toll Free	\$ .116
Austria Caller Paid	\$ .13
Belgium Toll Free	\$ .132
Belgium Caller Paid	\$ .13
Brazil Toll Free	\$ .228
Cayman Islands Toll Free	\$ .138
Chile Toll Free	\$ .252
China Toll Free	\$ .298
Columbia Toll Free	\$ .259
Costa Rica Toll Free	\$ .152
Czech Republic Toll Free	\$ .197
Czech Republic Caller Paid	\$ .13
Denmark Toll Free	\$ .111
Denmark Caller Paid	\$ .13



Dominican Republic Toll Free	\$ .185
Finland Toll Free	\$ .248
Finland Caller Paid	\$ .13
France Toll Free	\$ .145
France Caller Paid	\$ .13
Germany Toll Free	\$ .093
Germany Caller Paid	\$ .13
Greece Toll Free	\$ .129
Hong Kong Toll Free	\$ .085
Hong Kong Caller Paid	\$ .13
Hungary Toll Free	\$ .129
Hungary Caller Paid	\$ .13
Iceland Toll Free	\$ .117
India Toll Free	\$ .15
Indonesia Toll Free	\$ .28
Ireland Toll Free	\$ .203
Ireland Caller Paid	\$ .13
Israel Toll Free	\$ .091
Italy Toll Free	\$ .163
Italy Caller Paid	\$ .13
Japan Toll Free	\$ .109
Japan Caller Paid	\$ .13
Kazakhstan Toll Free	\$ .168
Korea (South) Toll Free	\$ .179
Korea (South) Caller Paid	\$ .13
Latvia Toll Free	\$ .104
Luxembourg Toll Free	\$ .107



Luxembourg Caller Paid	\$ .13
Malaysia Toll Free	\$ .084
Malaysia Caller Paid	\$ .13
Mexico Toll Free	\$ .128
Netherlands Toll Free	\$ .094
Netherlands Caller Paid	\$ .13
New Zealand Toll Free	\$ .09
New Zealand Caller Paid	\$ .13
Norway Toll Free	\$ .162
Norway Caller Paid	\$ .13
Panama Toll Free	\$ .093
Peru Toll Free	\$ .281
Philippines Toll Free	\$ .258
Poland Toll Free	\$ .089
Portugal Toll Free	\$ .172
Portugal Caller Paid	\$ .13
Russia Toll Free	\$ .159
Singapore Toll Free	\$ .084
Singapore Caller Paid	\$ .13
South Africa Toll Free	\$ .115
Spain Toll Free	\$ .154
Spain Caller Paid	\$ .13
Sweden Toll Free	\$ .227
Sweden Caller Paid	\$ .13
Switzerland Toll Free	\$ .109
Switzerland Caller Paid	\$ .13
Taiwan Toll Free	\$ .204



Taiwan Caller Paid	\$ .13
Thailand Toll Free	\$ .091
United Kingdom Toll Free	\$ .089
United Kingdom Caller Paid	\$ .104
Uruguay Toll Free	\$ .122
Uzbekistan Toll Free	\$ .145
Venezuela Toll Free	\$ .217
<b>AT&amp;T Connect Event Services Pricing</b>	
500 port call for 60 minutes with no event management services	\$1,503.00
<b>Description</b>	
<b>AT&amp;T Connect Enterprise Edition Event Hosting</b>	
AT&T Connect Enterprise Edition Account Provisioning	\$129/ annually
AT&T Connect Enterprise Edition per Web Usage	\$ 0.070
AT&T Connect Enterprise Edition per Audio Usage	\$ 0.039
<b>Intellor® EMS Core Licensing</b>	
Intellor EMS Core License Level One	\$8,775
	\$15,210
Intellor EMS Core License Level Two	\$21,060
	\$31,590
Intellor EMS Core License Level Three	\$3,861
	\$5,405



Intellor EMS Core License Level Four	\$6,950
	\$10,039
Intellor EMS Core Implementation & Training Fee Level One	\$1,755
Intellor EMS Core Implementation & Training Fee Level Two	\$2,925
Intellor EMS Core Implementation & Training Fee Level Three	
Intellor EMS Core Implementation & Training Fee Level Four	\$11,408
	\$17,550
<b>Intellor® EMS Core Registration Capacity</b>	\$26,325
Block of 500 Event Registrations	
	\$35,685
Block of 1,000 Event Registrations	
Block of 5,000 Event Registrations	
	\$1,287
Block of 10,000 Event Registrations	\$1,287
Block of 25,000 Event Registrations	\$4,095
	\$2,340
Block of 50,000 Event Registrations	\$585
	\$117
	\$2,340
<b>Intellor® EMS Core Upgrades/Options</b>	
Additional Event Administration, Monitoring and Reporting Training Session	
Additional Event Customization and Publishing Training Session	
Additional EMS Master Account	
Additional EMS Sub-Account	
Additional EMS Custom Registration Form (Intellor EMS Core)	
Additional EMS Administration ID	\$4,095
Additional EMS Event Template	\$772
	\$1,287
	\$3,089
	\$5,849



Additional EMS Web Conferencing Interface Support	\$6,435
	\$585
	\$117
	\$117
	\$1,287
	\$592
	\$1,236
Customer Specific Export (Excel Format)	
Customer Specific Interface (Web Service) - Simple	
Customer Specific Interface (Web Service)	
<b>Intellor® Payment Manager (IPM) -- Add-on to Intellor EMS Cor</b>	
Annual License/Subscription Fee	
	\$4,095
Implementation Services and Training	\$3,604
Additional SKU(s)	\$234
Additional Transactions	\$1,638
Additional Administration ID	\$3,891
Additional Training Session	\$7,371
Additional EMS Registration Form Provisioning: – Simple	\$10,443
	\$13,104
	\$1,170
Additional EMS Registration Form Provisioning: – Complex	\$309
	\$2,162
	\$5,122
	\$9,730
<b>Intellor® Branding Manager (IBM) -- Add-on to Intellor EMS Co</b>	
Branding License/Subscription Fee:	\$13,771
	\$17,297
	\$1,544
Branding Implementation Fee:	
Custom Element (Single) - License/Subscription	
Block of 10 Custom Elements - License/Subscription	
Block of 25 Custom Elements - License/Subscription	
Block of 50 Custom Elements - License/Subscription	
Block of 75 Custom Elements - License/Subscription	\$2,317
Block of 100 Custom Elements - License/Subscription	
Additional Custom Master Web Style Sheet - License/Subscription	
Custom Element (Single) - Implementation	
Block of 10 Custom Elements - Implementation	\$1,442



Block of 25 Custom Elements - Implementation		
Block of 50 Custom Elements - Implementation		
Block of 75 Custom Elements - Implementation		
Block of 100 Custom Elements - Implementation		
Additional Custom Master Web Style Sheet - Implementation		\$875
<b>Intellor® Event Producer Services and Ala-cart Services</b>		
Platinum Event Producer Package		\$617
		\$566
Gold Event Producer Package		\$103
		\$155
		\$129
		\$206
Silver Event Producer Package		\$772
		\$1,287
		\$1,647
		\$309
		\$386
Multi-session Event Monitor Package (requires Platinum,Gold,Silv		\$566
Archive Production Package		\$309
Additional archive production services (for programs that exceed 6 minutes)		
Additional archive formats		
Event Recording or Archive Delivered on CD		\$824
Event Recording or Archive Delivered on Auto-Launch CD		\$566
Archive template development - simple		\$309
Archive template development - custom		\$309
Archive template development - complex		\$1,287
Event Producer – Hourly Services		
Speaker Sub-Conference Administration/Management		
Event Dry-Run/Training Session		\$772



Webinar/Webcast Content development services		
		\$309
Pre-recording content for playback in a live event		
		\$2,059
AT&T Connect Speaker Training		\$515
AT&T Connect Event Monitoring - Hourly Rate		\$1,030
AT&T Connect Event Planning Services - Hourly Rate		
AT&T Connect Training Services		
AT&T Connect Embedded Video Consultation/Template		\$2,059
		\$206
AT&T Connect Embedded Video Editing and Encoding		
		\$515
AT&T Connect Live Digital Video Camera - First Hour		\$309
		\$309
		\$464
		\$464
		\$412
AT&T Connect Live Digital Video Camera - Additional Hour		\$155
AT&T Connect Live Digital Video Camera-in-a-box		\$155
AT&T Connect Live Digital Video Archive Production		\$464
		\$309
		\$155
		\$206
AT&T Connect Live Digital Video Archive Production - Additional production		
Intellor/AT&T Connect Digital Studio		\$644
		\$1,544
		\$3,218
Pre Event Planning and Management Services - Program Consult		\$309



Pre Event Planning and Management Services - Event Provisionin		
Pre Event Planning and Management Services - Event Content Assistance	\$322	
Pre Event Planning and Management Services - Event Marketing Assistance		
Pre Event Planning and Management Services - Dry- Run and reh		
On-the-air Event Services - Pre-event checks		
On-the-air Event Services - Event Housekeeping/Q&A Manageme	\$644	
On-the-air Event Services - On-the-air event monitoring		
On-the-air Event Services - Event EMCEE		
Post Event Services - Post Event Services		
Post Event Services - Post-event Debrief and archive enablement	\$1,287	
<b>Intellor EMS Event Hosting</b>		
Intellor EMS Account Provisioning -- Core Template		
	\$129	
Intellor EMS Account Provisioning -- Customized/Branded Templ a		
	\$30	
Intellor EMS Account Provisioning -- Advanced/Branded Template		
	\$117	
Intellor EMS Branded Template Changes		
	\$205	
Intellor EMS Per Event Usage - Small Event		
	\$439	
Intellor EMS Per Event Usage - Medium Event		
	\$702	
	\$1,053	
Intellor EMS Per Event Usage - Large Event		
	\$206	
	\$30	
<b>Intellor Email Marketing Hosting</b>		
Intellor Email Marketing Account Provisioning		
	\$58	
	\$117	
Intellor Email Marketing 1000 Send Credits		
	\$175	
	\$234	
Intellor Email Marketing 5000 Send Credits		
	\$351	
Intellor Email Marketing 10000 Send Credits		
	\$309	
Intellor Email Marketing 25000 Send Credits		



Intellor Email Marketing 50000 Send Credits			
Intellor Email Marketing 100000 Send Credits			
Intellor Email Design Services			
<b>Intellor® Multimedia Hosting</b>			
<b>Storage (Max) / Bandwidth (Max)</b>			
100 MB / 1 GB			
500 MB / 5GB			
1 GB / 10GB			
5 GB / 50GB			
10 GB / 100 GB			
25 GB / 250 GB			
Intellor Multimedia Account Provisioning			



**Table A.2 – Enterprise Audio Conferencing – Services Cost Summary for State-Hosted Solution.**

The Table below is an expected list of Service/Feature Types that the SOM would typically utilize. The Service/Feature Types listed below are not all inclusive. Bidders are to provide a complete list service types/features along with the usage charge associated with each type of service or feature. **Bidder is to add rows to the table as required to provide a complete listing.**

Service/Feature Type	Usage Charge
Operator Assisted Bridge Arrangement Caller Paid	\$
Reservationless Bridge Arrangement	\$
Americans with Disabilities Act (ADA). Accommodations per minute as need	\$
Host Monthly Unlimited Usage up to: # of participants per event <i>Bidders please include the total number of participants.</i>	\$
<b>Total Product Setup Charge from table below</b>	\$

**Table A.3 – Enterprise Audio Conferencing – Products Cost Summary for State-Hosted Solution.**

The Table below is to help construct an estimate of a SOM purchase for audio conferencing products. Describe the proposed State-Hosted solution to include any hardware, software and licensing the SOM would need purchase and maintain to support the proposed solution. **Bidder is to add rows to the table as required to provide a complete listing.**

Manufacturer of Component	Product/Service	Description of Product/Service	Quantity	Unit Price	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
	Maintenance Support and Licensing			\$	\$ Year 1 \$ Year 2 \$ Year 3 \$ Year 4 \$ Year 5
					\$ Total
		<b>Total Product Setup Charge (Please add to table above)</b>		\$	\$



**Bidders are to provide in the bidder response box below any additional details needed to fully understand the proposed State-Hosted solution. Bidders must also include any assumptions or relevant information used in determining the proposed pricing approach.**

Bidder Response:

**Table B.1 – Enterprise Web Conferencing – Services Cost Summary for Contractor-Hosted Solution.**

The Table below is an expected list of Service/Feature Types that the SOM would typically utilize. The Service/Feature Types listed below are not all inclusive. Bidders are to provide a complete list service types/features along with the usage charge associated with each type of service or feature. **Bidder is to add rows to the table as required to provide a complete listing.**

Service/Feature Type	Usage Charge
Operator Assisted Web Conference	<b>\$Please see audio pricing above. Audio and web are integrated</b>
Reservationless Bridge Arrangement	\$
Americans with Disabilities Act (ADA). Accommodations per minute as need	\$
Host Monthly Unlimited Usage up to: # of participants per event <i>Bidders please include the total number of participants.</i>	\$



**Table B.2 – Enterprise Web Conferencing – Services Cost Summary for State-Hosted Solution.**

The Table below is an expected list of Service/Feature Types that the SOM would typically utilize. The Service/Feature Types listed below are not all inclusive. Bidders are to provide a complete list service types/features along with the usage charge associated with each type of service or feature. **Bidder is to add rows to the table as required to provide a complete listing.**

**Table B.3 – Enterprise Web Conferencing – Products Cost Summary for State-Hosted Solution.**

The Table below is to help construct an estimate of a SOM purchase for web conferencing products. Describe the proposed State-Hosted solution to include any hardware, software and licensing the SOM would need purchase and maintain to support the proposed solution. **Bidder is to add rows to the table as required to provide a complete listing.**

Manufacturer of Component	Product/Service	Description of Product/Service	Quantity	Unit Price	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
	Maintenance Support and Licensing			\$	\$ Year 1 \$ Year 2 \$ Year 3 \$ Year 4 \$ Year 5
					\$ Total
		<b>Total Product Setup Charge (Please add to table above)</b>		\$	\$

**Bidders are to provide in the bidder response box below any additional details needed to fully understand the proposed State-Hosted solution. Bidders must also include any assumptions or relevant information used in determining the proposed pricing approach.**

Bidder Response:

AT&T Web pricing is above in the Audio Contractor hosted table. AT&T Connect integrates Audio and Web.



**Table C.1 – Enterprise Video Conferencing – Services Cost Summary for Contractor-Hosted Solution.**

The Table below is an expected list of Service/Feature Types that the SOM would typically utilize. The Service/Feature Types listed below are not all inclusive. Bidders are to provide a complete list service types/features along with the usage charge associated with each type of service or feature. **Bidder is to add rows to the table as required to provide a complete listing.**

Pricing below reflects the Hosted Core, Managed Codec, and Fully Managed Codec services described in this proposal. This solution will significantly reduce overall SoM costs of operation through improved productivity due to improved video services and collaboration, increased video use, reduction in travel costs, speed of decision making, room standardization, improved end user video support, the ability to utilize high def mobile, desktop, or immersive video, and potential codec count reductions through common inventory and directory services. The approach will make the SOM a leader and deliver a high quality solution for a cost that is low on an industry basis for similar solutions.

Service/Feature Type	Cost
<b>Hosted Core (Key Components Listed)</b>	<b>Price Per Unit</b>
Hosted Core - Polycom Equipment (See Network Diagram - Redundant CMA, Super Node DMA, RMX2000 (Qty 2), VBP Tunnel, ISDN PRI Gateway)	
Hosted Core - Polycom Manufacturer Maintenance	
Hosted Core - Design, Project Management, Installation	
Hosted - Ongoing Operations and Management	
Hosting Facility - AT&T CO or Equivalent	
AVPN 100 MB Link from Hosted Core to SOM Network	
Dedicated Program Manager	
<b>Per Month Total (36 Month Agreement)</b>	<b>\$ 66,457.51</b>
<b>Managed and Fully Managed Codecs</b>	<b>Price Per Unit</b>
Managed Codec - Per Month Per Codec	<b>\$ 45.00</b>
Fully Managed Codec Samples - Per Month Per Codec	
HDX4000	<b>\$ 81.62</b>
HDX6000	<b>\$ 79.55</b>
HDX7000	<b>\$ 93.35</b>
HDX8000	<b>\$ 107.84</b>
<b>Dedicated Local Tech - Optional</b>	<b>Price Per Unit</b>



Dedicated Tech – Annual – Includes Estimated Travel and Lodging	\$ 14,062.50

**Table C.2 – Enterprise Video Conferencing – Products Cost Summary for State-Hosted Solution.**

The Table below is to help construct an estimate of a SOM purchase for video conferencing products. Describe the proposed State-Hosted solution to include any hardware, software and licensing the SOM would need purchase and maintain to support the proposed solution. **Bidder is to add rows to the table as required to provide a complete listing.**

Manufacturer of Component	Product/Service	Description of Product/Service	Quantity	Unit Price	Total
				\$	\$
				\$	\$
				\$	\$
	Support Services			\$	\$
	Maintenance and Licensing			\$	\$ Year 1
					\$ Year 2
					\$ Year 3
					\$ Year 4
					\$ Year 5
					\$ Total
Total Product Setup Charge (Please add to table above)				\$	\$



**Bidders must include details on their ability to provide an equipment list and/or an online product catalog of products being offered and explain the processes used to procure the products. Bidders must also include product price and specified percentage off list price the SOM will receive for all items.**

**CPE Prices:**

Pricing for Polycom and Cisco video products

1. AT&T will sell Polycom and Cisco products at a discount off of the manufacturer's list price according to categories in the matrix's below.
2. Estimated shipping charges will be included in the equipment quote, with actual charges passed through to customer.
3. Video monitors, Installation and maintenance services may be provided by AT&T, with pricing on an Individual Case Basis.
4. The Polycom video equipment list and/or online product catalog can be viewed via this link: <http://www.polycom.com/products-services/hd-telepresence-video-conferencing.html>
5. The Cisco video equipment list and/or online product catalog can be viewed via this link: <http://www.cisco.com/c/en/us/products/video/index.html>

<b>Polycom Inc.</b>		
<b>Discount Code</b>	<b>Discount off Manufacturer List Price</b>	<b>Representative Products By Discount Code</b>
DC10	32%	HDX 6000, HDX 7000 Tier.7, Tier.07, Sw.1, Vid.2, Vid.3, Pdc.8
DC12	38%	HDX 4500, HDX 8000, Sound Structure, Tier8, Tier.08, iPWR.2, iPWR.1, iPWR.3, NS.2, Vid.4/TR8, Aud.4
DC14	35%	RMX, Tier.9, Tier.09, Aud.2, Aud.3, Aud.5, NS.1
DC16	35%	Spectralink, LINK, Netlink, KIRK, Accessories, IPGAT, SLNK, DECT Tier10, Tier.11, Tier.12, Tier.13, Aud.6, Aud.1, Aud.7, Aud.10, Vid. 1
DC16.11	35%	Audio products, AUD.1, AUD.10, and AUD.7
DC4	15%	Maintenance, Tier. 4, Tier.04
DC6	10%	Accessories, Tier.5, Tier.05, Acc.1, Acc.2, Acc.3, Acc1/TR5
DC8	15%	Immersive Solutions, Tier.6, Tier.06, TP1

<b>Cisco Systems, Inc.</b>	<b>Discount off Manufacturer List Price</b>
Cisco Video Products	30.00%
Cisco SMARTnet Maintenance 1-Year (Prepaid)	9.00%



**Bidder Response:**

AT&T is offering a contractor hosted video solution. AT&T will fully manage the core. We are offering 2 different levels of management of codecs. Upon award of bid, AT&T will work with the SOM on the implementation of this service.

**ARRA Disclaimer:** To the extent any portion of this project may be funded in whole or in part with grants, loans or payments made pursuant to the American Recovery and Reinvestment Act of 2009 ("ARRA"), AT&T and **the State of Michigan** will need to reach mutual agreement on AT&T's participation.

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and services specifically listed in its proposal. Equipment or services which are not shown or described in a proposal will require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule

The prices/discounts contained in this bid are market competitive rates, which would remain available for the stated duration; but AT&T is unable to agree now to future price reductions.

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule.

**Pricing Additional Information:**

**Bidders are to provide in the bidder response box below any additional details needed to fully understand the proposed pricing contained in the tables above. Bidders must include any assumptions or relevant information used in determining the proposed pricing approach.**

**Bidder Response:**

The pricing in this section reflects the proposal response and the Bills of Material included in Attachment 7. Assumptions and additional descriptive information includes:

- Installation of rooms assumes a typical environment of sheet rock walls, drop tile ceiling not to exceed 10', clear cable paths or conduit, and no cable runs to exceed 50'.
- Electrical, network, and necessary structural reinforcement is to be provided by SOM.
- Some substitution of part numbers to reflect model change-overs etc has been applied per the BOM in Attachment 7
- As noted in Attachment 7 AT&T has the ability to deliver an extensive variety of A/V equipment and manufacturers that are not currently priced in this response including: monitors (NEC, LG, Samsung, Sharp, etc.), projectors (NEC, Mitsubishi, Samsung, etc.), codecs (Tandberg, CISCO, Lifesize), mobile carts, room peripherals (mics, speakers, mixers, amps, etc.), specialized room furniture (VFI, AVTEQ)
- The pricing in the table above provides purchase options for the SOM.
- The overall proposal recommends existing Customer Owned Codecs (COE) be provisioned and registered to the AT&T Hosted Core. Services and pricing for codec provisioning and support include but are not limited to: Codecs that are registered to the Hosted Core are called either Managed Codecs or Fully Managed Codecs.
- Fully Managed Codecs: Benefits of Customer Owned Codecs being Fully Managed Codecs include but are not limited to: Provisioning and registration of the codec to the AT&T Hosted Core, use of the Hosted Core bridging service, Video Helpdesk Support for End User Questions, Support and Codec remote Break Fix Trouble Shooting, Manufacturer Maintenance, Manufacturer software updates as



available and appropriate, manufacturer coordination maintenance replacement, Dispatch Coordination for Fully Managed Room Support – Monthly Charge Varies by codec type due to manufacture maintenance component but examples for new codecs include:

- HDX4000 – 36 Month Coverage - \$81.62 Per Month Per Codec\*
  - HDX6000 – 36 Month Coverage - \$79.55 Per Month Per Codec\*
  - HDX7000 – 36 Month Coverage - \$93.35 Per Month Per Codec\*
- Managed Codecs: Benefits of Customer Owned Codecs being Managed Codecs include the same as Fully Managed Codec except they do not include a manufacturer maintenance component and therefore software updates and parts replacement are not available – The charge is the same for all codec types and is \$45 per month per codec.
  - Fully Managed Room coverage is available – An example for the Training Room Sample Proposal Includes: Advanced support for the integrated room beyond the Polycom equipment, Remote and On-Site Support, Two on-site recertification's per year, Unlimited operator training, Priority support by phone or on-site Repair or replacement of faulty equipment, Materials and repair parts, Software updates, Loaner equipment, Recycling disposal of equipment, Shipping to/from manufacturer, Asset tracking of system, Onsite support within three hours: Limited to 150 mile radius of Grand Rapids and Farmington Hills MI, Next Business Day for all other areas. – 36 Month Coverage – One Time Purchase Per Room - \$5,100
  - T&M Onsite Service Support - Standard Video Technician - \$180 plus travel
  - AT&T has the ability to provide the State a rental model for codecs that bundle the codec equipment, manufacturer maintenance, and provisioning and support services into a single monthly rate. This is available for various Tandberg or Polycom devices and can be priced upon request.

Should the parties agree that the method of purchase for any products/services provided under this RFP shall be via the **State of Michigan's** purchase order, such purchase orders must clearly provide that the purchase is made pursuant to the mutually agreed contract documents and is not subject to the preprinted terms of that purchase order form.

Any changes, additions or deletions to the products, services, quantities, revenue commitments, or term of the proposed arrangement may result in changes to the rates, discounts, credits or other terms contained in this proposal.

\*A shorter term is available. AT&T can work with the SOM on an individual case basis.