

Requisition

Req # 00193574

PO #

Date: 04/11/11

Consent

6/28/11

Bill To: x
x

Vendor: 315354
DEPARTMENT OF INFORMATION RESOURCES
P.O. BOX 13564
AUSTIN TX 78711-3564

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-826

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
6.00	MONTH	DIR-SDD-826 LOC -100 N. CLOSNER BLVD. DO NOT DUPLICATE ORDER		
6.00	EACH	CO PORT (NxT1 10.5) with Non-Managed Router JULY 2011 THRU DEC 2011	697.06	4,182.36
		CO Port (Speed) with Managed Router Access (10.5=7 T1s) JULY 2011 THRU DEC 2011	1,820.00	10,920.00
		Account No	Encumbrance	
		1-1100-415-00-200-002-0-534	15,102.36	
			Freight	.00
			Total	15,102.36
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Reg #193574

DIR CONTACT #DIR-SDD-826 End User Location	LSO	ATT mileage Range	LATA	Pricing by
LOC- 100 N Closner Blvd Edinburg 78541	956 383	15	568	Tasha Byerly
Itemized Service Charges				
	QTY	Rate	Total Monthly Rate	
Port (Nxt1 10.5) with Non-Managed Router	1	697.06	\$697.06	
Port (Speed) with Managed Router				
Access (10.5 = 7 T1s)	7	\$260.00	\$1,820.00	
Increment Charges				
Total			\$2,517.06	

12 Month Term Required. If termination occurs before the end of the initial term of the End User monthly recurring charges for the terminated service or service component multiplied by the month waived or unpaid non-recurring charges are applicable. If End User extends the agreement for another termination charges will apply within that term.

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DATE	AGENCY
6/21/2011	Hidalgo H57
Non-Recurring	
	\$17,885.00
	\$17,885.00

Service Agreement, 100% of the
is remaining in the term, plus any
ther consecutive period, no

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Manufacturer/Product Line /Product Category	Description of MSRP	Customer (MRC) Price	Comments
Example:	Example Service	\$104.00	Example of Pricing and discounts.
Internet Services			
Flat Rate MIS	Access: T1 w/ BW - 128 Kbps	\$81.90	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 256 Kbps	\$101.92	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 384 Kbps	\$121.94	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 512 Kbps	\$141.96	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 768 Kbps	\$149.24	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 1024 Kbps	\$154.70	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T1 w/ BW - 1.5 Mbps	\$171.08	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 2 Mbps	\$214.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 3 Mbps	\$309.40	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 4 Mbps	\$391.30	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 4.5 Mbps	\$400.40	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 5 Mbps	\$409.50	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 6 Mbps	\$455.00	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 7 Mbps	\$515.06	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 7.5 Mbps	\$538.72	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: OC3 w/ BW - 8 Mbps	\$569.66	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 9 Mbps	\$624.26	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 10 Mbps	\$669.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: NxT1 w/ BW - 10.5 Mbps	\$697.06	Equip: Customer Provided -- Install
Flat Rate MIS	Access: NxT1 w/ BW - 12 Mbps	\$797.16	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 15 Mbps	\$897.26	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 20 Mbps	\$1,124.76	Equip: Customer Provided -- Install: T
Flat Rate MIS	Access: T3 w/ BW - 30 Mbps	\$1,583.40	Equip: Customer Provided -- Install: T
ACCESS PRICING			
Mileage		Discounted	
0		\$156.00	
1 - 10		\$187.20	
11+		\$260.00	
0 - 10		\$1,040.00	
11 - 25		\$2,080.00	
26+		\$5,200.00	
0 - 10		\$1,560.00	
11 - 25		\$5,200.00	
26+		\$10,400.00	
ICB Required		ICB Required	
ICB Required		ICB Required	



APPENDIX C
AT&T Managed Internet Service
End User Services Agreement

END USER Legal Name ("End User")	AT&T Corp. (or enter AT&T signing entity) ("AT&T") AT&T Corp.	AT&T Sales Contact Name Primary Contact
END USER Address	AT&T Corp. Address and Contact 55 Corporate Drive Bridgewater, New Jersey 08807 Attn: AT&T Internet Service Contract Management Email: mast@att.com url: http://ma.kweb.att.com Fax: 908-325-0222	AT&T Sales Contact Information Telephone: Fax: Email: Sales/ Branch Manager: Sales Strata (if applicable): Sales Region:
END USER Contact	AT&T Address and Contact (if signing entity other than AT&T Corp.)	AT&T Authorized Agent Information (if applicable) Primary Contact
Name / Title: <u>Hidalgo County</u> Telephone: <u>956-292-7010</u> Fax: <u>956-318-2152</u> Email: END USER Account Number or Master Account Number:		Name: Company Name: Telephone: Fax: Email: Agent Code:
AT&T Branch Contract Contact Information	AT&T Branch Contract Contact Information (continued)	
FMM, Contract Specialist or CPM Name: Address:	Telephone: Email:	

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This End User Services Agreement ("EUSA") and its schedules are part of the DIR/ Services Contract (for purposes hereof, "the Contract" between AT&T and End User and the Texas Department of Information Resources).



**AT&T Managed Internet Service
End User Services Agreement**

In the event of a conflict among terms, the order of descending priority shall be this End User Services Agreement, the Contract, and the applicable AT&T Service Guide.

AGREED:

END USER:

By: _____

Hon. Ramon Garcia (Authorized Signature)

(Typed or Printed Name)

Hidalgo County Judge

(Title)

6/28/2011

(Date)

AGREED:

**Texas Department of Information Resources
(DIR):**

By: _____

(Authorized Signature)

Cindy Reed

(Typed or Printed Name)

*Deputy Executive Director-Operations and Statewide
Technology Sourcing*

(Title)

(Date)

Legal: _____

AGREED:

AT&T Corp.

By: _____

(Authorized Signature)

(Typed or Printed Name)

(Title)

(Date)

AGREED:

1. SERVICE

A. AT&T will provide the following Services to End User under this EUSA:

- **AT&T Managed Internet Service**

The service descriptions and other provisions relating to the Service will be as set forth in this EUSA, the Contract (including the Exhibits thereto), and the appropriate sections of the Service Guide.

B. End User may not resell the Service or any Service Components to third parties without AT&T's prior written consent.

2. DEFINITIONS

Capitalized terms used but not defined in this EUSA are defined elsewhere in the contract.

A. "**AT&T CPE**" means equipment provided under this EUSA by AT&T or its suppliers and located on End User's premises.

B. "**Effective Date**" is the date on which the last party signs this EUSA.

C. "**Equipment**" means "AT&T CPE".

D. "**Initial Service Period**" for each Service Component is the Service Period stated on the pricing schedule (corresponding to Appendix D of the Contract) that is affixed to this EUSA.

E. "**Scheduled Service Activation Date**" for each Service Component is the date scheduled by AT&T for such Service Component to be activated.

F. "**Service**" means collectively all of the Service Components End User orders or makes use of under this EUSA, as more fully described in the Service Guide.

G. "**Service Activation Date**" for a Service Component, except as specified below, means the date the Service Component is activated, as more fully described in the Service Guide.

H. "**Service Component**" refers to the individual portions of the Service ordered pursuant to this EUSA, as these components are more fully described in the Service Guide.

I. "**Service Guide**" consists of the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Service offered under this EUSA. The Service Guide is located at <http://www.att.com/abs/serviceguide> or at such other address as AT&T may specify by posting or email notice.

J. "**Service Period**" for each Service Component consists of the Initial Service Period for such Service Component and all applicable Renewal Periods for such Service Component (as described in Section 3.B.).

3. TERM, RENEWALS, AND BILLING

A. All Service Components have an Initial Service Period of one year.

B. If Contract No. DIR-SDD-826 is extended, the End User's shall have the option to extend this EUSA for one additional consecutive 1-year term, not to ever be for a period longer than one year beyond the Contract termination/expiration date. In the event an option is available to exercise, the End User shall provide AT&T with written notice of its intent to extend at least thirty (30) days before the last day of the applicable Initial Service Period or Renewal Period and such notice will be effective thirty (30) days after AT&T receives such notice.

C. Unless otherwise specified on the pricing schedule, billing for any Service Component will begin on the Service Activation Date of the Service. However, if by End User's

actions or omissions the Service Activation Date for a Service Component does not occur by the Scheduled Service Activation Date, billing will begin on the day after the Scheduled Service Activation Date for such Service.

4. TERMINATION

A. End User may terminate this EUSA and/or any Service Component during the initial Service Period, or during any subsequent Renewal Period, by giving AT&T at least thirty (30) days' prior written notice and payment of any applicable Termination Charges set forth in this Attachment.

B. AT&T may discontinue providing the Service to the public (including End User), upon 12 months written notice, or a Service Component, upon 120 days written notice.

C. AT&T may terminate this EUSA immediately upon written notice if End User does not order a Service Component within ninety (90) days of the Effective Date of this EUSA.

D. If End User fails to rectify a violation of AT&T's Acceptable Use Policy (the "AUP") within thirty (30) days after receiving notice thereof from AT&T, then AT&T may terminate this EUSA or suspend Service, except that Service may be suspended without notice (i) in response to a court order or government demand, or (ii) if AT&T determines, in its reasonable discretion, that the violation is likely to cause AT&T to be in violation of law or expose AT&T to irreparable harm or cause harm to the integrity or normal operation of AT&T's network or AT&T's ability to provide services to other customers.

E. End Users may issue a written notice of default to AT&T upon the occurrence of a material breach of any covenant, warranty or provision of this End User Services Agreement. End User shall give AT&T thirty (30) days from receipt of notice to cure said default. If AT&T fails to cure said default within the timeframe allowed, (which may be longer than thirty (30) days if the defaulting party is proceeding diligently to cure the breach), the End User may, at its option and in addition to any other remedies it may have available, cancel and terminate this End User Services Agreement. In exercising its rights under this provision, End Users agree to use DIR, without creating liability for DIR, to communicate all required notices to AT&T. AT&T agrees to hold DIR harmless in fulfilling its role as communicator of notices under this provision.

F. This End User Service Agreement may be terminated if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments or by the Texas Legislature on behalf of state agencies. In the event of non-appropriation, AT&T shall be provided thirty (30) days written notice from DIR, on behalf of the End User, of the intent to terminate.

G. Except in the instances of termination under subparagraph E and F above for which no termination fees shall apply, upon termination of this EUSA and/or any Service Component by End User or AT&T under this Section 4, or by AT&T under the Contract, End User will be responsible with respect to each terminated Service Component for payment of all charges incurred as of the effective date of termination, and except in the case of termination by AT&T pursuant to Section 4.B. of this EUSA, payment of the following Termination Charges: (i) all access facilities termination charges, as may be applicable under the terms and conditions of the Contract for access services, and (ii) a termination fee equal to 100% of the scheduled payments for each non-Local Access Service Component, for each of the months remaining in the initial term of twelve (12) months.

5. RESPONSIBILITIES OF THE PARTIES

A. End User agrees to be bound by and shall assure that Users comply with the AUP. The AUP details the types of End User and User activities that are prohibited. The AUP may be revised from time to time, and is available for review at: <http://www.ipservices.att.com/policy.html>, or at such other address as AT&T may specify by posting or email notice. If End User wishes to be notified of any modifications to the AUP, End User may visit such address and subscribe to the AUP modification notification service.

B. Except for IP addresses expressly registered in End User's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and End User shall have no right to use such IP addresses upon termination or expiration of this EUSA.

C. AT&T will use reasonable commercial efforts in providing the Service. However, AT&T does not guarantee network security, or the integrity of any data which is sent, backed up, stored or subject to load balancing or that AT&T security procedures will prevent the loss of, alteration of, or improper access to, End User data and information. Except as set forth in the Service Guide, AT&T will not provide support directly to, or in interface with, any User.

6. LOCAL ACCESS

Pricing for local access from AT&T shall be provided at the pricing set forth in Appendix D of the Contract. End User is responsible for obtaining Local Access. "Local Access" refers to the connection between the End User premises and the nearest AT&T point of presence and is required for the Service. End User may choose to have AT&T provide the Local Access or to have the Local Access provided by another carrier. Local Access provided by AT&T under this EUSA may be used only for the Service. AT&T will not manage Local Access provided by another carrier, and AT&T will not be responsible for the availability of such Local Access. End User will not be able to use the Service if Local Access is unavailable.

7. EQUIPMENT AND SOFTWARE

A. If AT&T installs AT&T CPE on End User's premises for the purpose of enabling AT&T to provide the Service to End User, End User will have no right, title or interest in such AT&T CPE. End User shall keep the AT&T CPE free from all liens, charges, and encumbrances. End User is liable for damage to or loss of AT&T CPE (including damage or loss caused by force majeure events) except to the extent caused by AT&T or its suppliers.

B. All Third Party Software provided under this EUSA is provided on an "AS IS" basis, except that AT&T will pass through to End User any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers. End User must refer to the following URL regarding associated software licensing provisions:

http://stage.business.att.com/acs/software_license.doc. In addition, no maintenance, repair or other support is provided for Third Party Software, except as expressly stated in the Service Guide or the terms and conditions provided with the Third Party Software, respectively.

8. DOMAIN NAME SYSTEM SERVICES

a. End User may, from time to time, request AT&T to host End User's IP addresses or domain names, in accordance with the terms and conditions set forth herein and at the following

web site, which site may be revised from time to time: https://mis-att.bus.att.com/mys/dns_res_terms.html.

B. Except for the actual domain names expressly registered in End User's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be non-transferable and End User shall have no right to use, and shall release to AT&T, such IP addresses upon termination or expiration of this EUSA.

C. End User is responsible for registration of its domain names and payment of any domain name registration fees.

9. PRICING

A. The pricing for the Service as ordered by End User, which shall be consistent with the prices set forth in Appendix D to the DIR Contract No. DIR-SDD-826, is shown on the attached Pricing Schedule, and is fixed for the Service Period.

B. The pricing for AT&T-provided Local Access, if applicable, is based among other things on the installation location selected by End User and may change if the End User selected installation location changes. Local Access charges do not include any required local access special construction costs, special build-out costs or other costs incurred by AT&T in connection with the local access loop. All such costs, if any, shall be End User's responsibility.

10. RESPONSIBILITIES OF DIR

A. Billing. DIR is the billing agent on behalf of AT&T for the ISP Services ordered under this EUSA. DIR shall bill End User at the applicable Effective Rates set forth in Appendix D to DIR Contract No. DIR-SDD826.

End User shall pay in full the invoices or interagency voucher received from DIR within thirty (30) days of receipt, without set off, counterclaim or reduction. Section 771.008, Government Code, applies to interagency payments under this EUSA. The parties expressly agree that Chapter 2251, Government Code, will be used to govern payments and disputes for political subdivision-End Users. End Users acknowledge and agree that DIR shall retain a portion of funds received for its costs.

In accordance with Chapter 2251, Government Code, DIR shall pay AT&T for the Services rendered to the End User under this End User Services Agreement calculated at the Wholesale Rates, as defined in DIR Contract No. DIR-SDD-826. AT&T agrees to look solely to DIR for payments of sums due it under this EUSA. DIR shall be obligated to make timely payment of all invoices irrespective of whether or not DIR receives payment from the End User.

B. DIR Not Responsible for End User Performance.

Except as expressly set forth in this EUSA, DIR is not responsible for the End User's performance or failure to perform under this EUSA. Except as set forth in subparagraphs 4 E and 4F hereof (wherein DIR provides notices to AT&T on behalf of End Users), neither AT&T nor End User shall look to DIR to enforce any provision of this EUSA except as related to DIR's billing duties set forth herein. Should DIR become an End User, it shall be responsible for its performance of the applicable End User covenants in this EUSA.

