

Dane County Contract Cover Sheet

Res 442
Significant

Dept./Division	Administration/Information Management
Vendor Name	AT&T Corporation
Vendor MUNIS #	258
Brief Contract Title/Description	To furnish High Capacity Trunking Services (Prime Phone Lines) to the CCB, PSB, CCH, & Human Services Offices per "List of Circuits" attached to this contract
Contract Term	04-01-18 to 03-31-23 (60 Months)
Total Contract Amount	\$ 393,719 - Annual Costs \$78,744

Contract # <small>Admin will assign</small>	11447A
Addendum	<input type="checkbox"/> Yes <input type="checkbox"/> No
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Grant
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Other

Purchasing Authority	<input type="checkbox"/> \$10,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$10,000 – \$35,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$35,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$35,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$35,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Org Code	Various	Obj Code	Various	Amount	\$ 393,719
Req #	N/A				Amount	\$
Year					Amount	\$

Resolution	A resolution is required if the contract exceeds \$100,000 (\$40,000 Public Works). A copy of the Resolution must be attached to the contract coversheet.					
	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works) – a resolution is not required.					
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.					Res #
	<input type="checkbox"/> A copy of the Resolution is attached to the contract coversheet.					Year


Domestic Partner	Does Domestic Partner Equal Benefits Requirement Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Contract Review/Approvals				
Initials	Dept.	Date In	Date Out	Comments
MG	Received by DOA	2-14-18		
CL	Controller		2/25/18	
CG	Purchasing	2/14/18	2/14/18	
JM	Corporation Counsel	2/14/18	2/14/18	
A	Risk Management	2/14/18	2/14/18	
	County Executive			

Dane County Dept. Contact Info		Vendor Contact Info	
Name	John Mueller	Name	Stephanie Byrnes
Phone #	608-266-9047	Phone #	608-770-6229
Email	mueller.john@countyofdane.com	Email	sh9614@att.com
Address	CCB - Room 524 210 Martin Luther King Jr. Blvd. 53703	Address	316 W Washington Ave. Madison, Wi. 53703

Certification: The attached contract is a:	
<input checked="" type="checkbox"/>	Dane County Contract <u>without</u> any modifications.
<input type="checkbox"/>	Dane County Contract <u>with</u> modifications. The modifications have been reviewed by:
<input type="checkbox"/>	Non-standard contract.

Contract Cover Sheet Signature

Department Approval of Contract		
Dept. Head / Authorized Designee	Signature	Date
		2-14-18
	Printed Name	
	JOHN A. MUELLER	

Contracts Exceeding \$100,000

Major Contracts Review – DCO Sect. 25.11(3)

Director of Administration	Signature	Date
	Comments	
Corporation Counsel	Signature	Date
		2/14/18
	Comments	



**AT&T Telecommunications Services
AUTHORIZED USER AGREEMENT
FOR HIGH CAPACITY VOICE TRUNKING SERVICES**

Authorized User ("Authorized User")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name Primary Contact
County of Dane	AT&T Corp. on behalf of its Affiliates	Name: Stephanie Byrnes
AUTHORIZED USER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices
Street Address: 210 Martin Luther King Jr Blvd City: Madison State: WI Zip Code: 53703	One AT&T Plaza Dallas, Texas 75202	Street Address: 316 W Washington Ave City: Madison State: WI Zip Code: 53703 Fax: Email: sh9614@att.com Sales/Branch Manager: Thomas Taibl SCVP/RVP Name: Roger Blke
AUTHORIZED USER Contact	AUTHORIZED USER Billing Address	AT&T Authorized Agent or Representative Information (if applicable) Primary Contact
Name: John Mueller Title: MIS Project Leader & Interim Applications Manager Telephone: (608) 266-904 Fax: Email: Mueller.john@countyofdane.com	Street Address: 210 Martin Luther King Jr Blvd Room 524 City: Madison State: WI Zip Code: 53703	Name: Company Name: Agent Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code

This Authorized User Agreement (this "Authorized User Agreement") is entered into pursuant to, and hereby incorporates the terms and conditions of, Contract No. 505ENT-M11-HICAPaTT-01, (previously 15-91579-101), last signed September 22, 2016 (the "State Agreement"), between AT&T Corp., on behalf of its affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin"). County of Dane ("Authorized User") is an Authorized User as defined in Section 2.0 of the State Agreement for High Capacity Voice Trunking Services. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the State Agreement for High Capacity Voice Trunking Services.

1. AUTHORIZED USER AGREEMENT TERM AND EFFECTIVE DATES

Authorized User Agreement Term	60 Months
Authorized User Term Start Date	Date of Last Signature
Authorized User Term End Date	60 Months After the Date of Last Signature

2. AUTHORIZED USER OBLIGATIONS

2.1 Authorized User agrees to be bound by the rates, terms and conditions of the State Agreement for High Capacity Voice Trunking Services, including without limitation, all rates, terms and conditions set forth in the Pricing Schedules and Exhibits included as part of the State Agreement for High Capacity Voice Trunking Services. **Such rates, terms and conditions include but are not limited to those setting forth minimum payment period obligations.**

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

2.2 Authorized User is exclusively responsible for all payments owing to AT&T for the Services provisioned hereunder and the State of Wisconsin shall not be deemed to be a surety or guarantor of any such payments. Authorized User shall pay for the Services ordered hereunder pursuant to the Pricing and Billing terms in Section 6.0 of the State Agreement for High Capacity Voice Trunking Services.

2.3 Pursuant to Sections 4.6 and 6.6 of the State Agreement for High Capacity Voice Trunking Services, AT&T shall bill Authorized User, on behalf of the State of Wisconsin Department of Administration, a Headquarters Credit for subscribing to Authorized User Services. Such Headquarters Credit shall be identified on invoices remitted to Authorized User from AT&T. As of August 2012, the amount of the Headquarters Credit for High Capacity Voice Trunking Services is \$ 0.00. The amount of the Headquarters Credit is subject to change at the discretion of the State of Wisconsin Department of Administration.

2.4 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Services, Authorized User Contact (noted above), on behalf of Authorized User, acknowledges that Authorized User has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at <http://new.serviceguide.att.com>. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Authorized User's location in the automatic location information database.

2.5 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

2.6 For Services purchased pursuant to the AT&T IP Managed Internet Service Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

3. SERVICES

Authorized User agrees to purchase and AT&T agrees to provide the Services as described in the State Agreement for High Capacity Voice Trunking Services, and as ordered by Authorized User. Authorized User will order the Services through any AT&T ordering system or method identified by AT&T from time to time.

4. MISCELLANEOUS PROVISIONS

4.1 To the extent the term of this Authorized User Agreement extends beyond the term of the State Agreement, the rates, terms and conditions set forth in the State Agreement, including without limitation the relevant Pricing Schedules, shall apply during the remainder of the term of this Authorized User Agreement. 4.2 This Authorized User Agreement shall be governed by and construed under the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof. This Authorized User Agreement (including the Attachments) and the State Agreement for High Capacity Voice Trunking Services contain the entire agreement between the parties with respect to its subject matter and supersede all prior understandings or oral or written agreements relating to such subject matter. In addition, this Authorized User Agreement may only be amended by a writing executed by a duly authorized representative of each party hereto.

Customer has requested that AT&T sign this Agreement first, and AT&T has agreed to do so. This Agreement as signed by AT&T shall be binding upon Customer from the time of Customer's signature, and AT&T will begin implementing the agreement when a fully signed copy is returned by Customer, provided such fully signed copy is returned to AT&T not more than thirty (30) days after AT&T delivered a signed copy to Customer. Further, any and all changes made to the Agreement after signature by AT&T shall be void and of no effect, unless and until incorporated into a written amendment to this Agreement signed by both Parties, except for changes expressly authorized by the terms of this Agreement.

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.

AUTHORIZED USER (by its authorized representative)

By: _____

Typed or

Printed Name: _____

Title: _____

Date: _____

AT&T CORP. (by its authorized representative)

By: Cathy Jordan

Typed or

Printed Name: Cathy Jordan

Title: Sr Contract Manager

Date: 12 FEB 2018

ma423b

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