ATTACHMENT A

CONTRACT

FOR

KENTUCKY INFORMATION HIGHWAY 3 (KIH3)
THE NEXT GENERATION NETWORK

BETWEEN

THE COMMONWEALTH OF KENTUCKY
FINANCE AND ADMINISTRATION CABINET
COMMONWEALTH OFFICE OF TECHNOLOGY (COT)

AND

AT&T CORP ("AT&T")

MA 758 1300000727

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Attachments incorporated in this Contract
Attachment A – Master Agreement Terms and Conditions
Attachment B – Secretary's Order 11-004
Attachment C – Kentucky Information Highway Statute (KRS 45A.605)
Attachment D – AT&T Basic Structure
Attachment E – List of Services to Migrate from KIH Contract
Attachment F- Pricing

This Master Agreement ("Contract", "Award" or "Agreement") is entered into, by and between the **Commonwealth of Kentucky, Finance and Administration Cabinet, Commonwealth Office of Technology (COT)** ("the Commonwealth" or "Customer") and **AT&T CORP.** ("Contractor", "Vendor" or "AT&T"), as the Prime Vendor.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

The Commonwealth recognizes that communications is an essential element for providing services to the Commonwealth agencies serving Kentucky citizens. The KIH network and existing voice and data services fulfill many mission critical functions. In order to provide these services in a cost-effective manner and encourage development of communication resources beyond the specific needs of state government, it is advisable that the Commonwealth procure all of the communications services competitively. This Contract will establish a method for Commonwealth Office of Technology (COT) to obtain cost effective connectivity solutions for KIH eligible entities throughout the state.

The mission of COT is "to provide technical leadership in meeting the needs of Kentucky's citizens by addressing business opportunities through the effective use of technology". Establishing and maintaining the Kentucky Information Highway (KIH) is critical for COT to fulfill its mission. The core values expressed in the strategic roadmap are:

- Customer Service
- Quality
- Integrity
- Partnership
- Professionalism

COT and the Commonwealth depend on supplier/partners to fulfill this mission. To be a supplier/partner goes well beyond being a vendor. The relationships established allow for creative and effective problem solving and providing innovative technology to the Commonwealth agencies at the right time, with high quality levels of service and at the

right price. In today's world, placing a circuit into production at the right time with the right options is the minimal requirement for meeting expectations.

II. Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer in response to Solicitation RFP 758 1200000533, indicated by the issuance of a Contract Award by the Office of Procurement Services, shall create a valid Contract between the Parties consisting of the following:

1. Any written Agreement between the Parties;
2. Any Addenda to the Solicitation;
3. Solicitation RFP 758 1200000533 and all attachments thereto, including Section 40--Terms and Conditions of a Contract with the Commonwealth of Kentucky;
4. General Conditions contained in 200 KAR 5:021 and Office of Procurement Services' FAP 110-10-00;
5. Any Best and Final Offer;
6. Any clarifications concerning the Contractor's proposal in response to Solicitation RFP 758 1200000533;
7. The Contractor's proposal in response to Solicitation RFP 758 1200000533.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

III. Negotiated Items

1. Term of Contract. Through mutual agreement, the Commonwealth and AT&T will make the initial period of the contract six (6) years versus five (5) years. The remaining four (4) one (1) year renewal options will be as intended, at the Commonwealth's discretion.

2. Subcontractor. AT&T shall provide MPLS and commodity Internet service throughout the Commonwealth, utilizing Windstream as a subcontractor in its local serving area. In addition, Centrex and PRI services shall be provided by Windstream within its serving area. For Centrex, AT&T shall be the point of contact that shall bill on behalf of Windstream. All rates and charges for the Centrex services shall be those of Windstream. For PRI services, AT&T shall be the prime contractor reselling the Windstream PRI service.

   For Centrex services provided by Cincinnati Bell Telephone ("Cincinnati Bell") within its serving area, AT&T shall be the point of contact that shall bill on behalf of Cincinnati Bell. All rates and charges for the Centrex services shall be those of Cincinnati Bell.

AT&T shall provide PRI service throughout the Commonwealth, utilizing local exchange carriers as subcontractors to the extent that carriers can provide this service. Should the PRI service be unavailable, the Commonwealth and AT&T shall work together to develop a remedy and/or provide an alternate solution.

3. Providers of Service. Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand.

4. E-Rate Provider Assistance. AT&T agrees to assist the Commonwealth with e-rate matters to the extent permissible under the e-Rate rules. While AT&T cannot be responsible for the Commonwealth's e-rate filings, there are many areas where AT&T is allowed and even encouraged to provide assistance.

   AT&T agrees to assist the Commonwealth with the following:

   - Generate detailed billing spreadsheets which will help monitor the services which are received and to track the amount of e-rate funding utilized
   - Development of "draft" Item 21 spreadsheets which will provide the Commonwealth's LCM Billing specialist a tool for budgetary planning and preparation of funding requests based off billing reports by product type
   - Advise as to the proper SPIN to utilize when requesting funding
   - Provide assistance during the PIA review process to define and clarify the services which are received
   - Review service bundles using the latest Eligible Services List to develop appropriate cost allocations to allow the adjustment of funding request
   - Advise when a Service Substitution may be required due to the obsolescence of a product or service upon which funding is requested
   - Provide an AT&T e-rate Portal (www.att.com/erate) listing contacts and contact information for AT&T's National e-rate Center of Excellence (NECOE)
   - During a Beneficiary Audit, assist in obtaining information on the functionality of services and products provided by AT&T. Additionally, AT&T can assist by locating service documentation which may be missing from the Commonwealth's document archive.

5. SIP Trunks. The Commonwealth and the individual billed entities reserve the right to procure one (1) of the two (2) solutions proposed by AT&T, after execution of this Contract. These two (2) solutions cannot be combined on the same account.

6. Ordering and Provisioning. AT&T understands the Commonwealth's interest in migrating to a Pinnacle-based process. The current solution is for ordering and provisioning via the AT&T Business Direct platform or e-mail. Pinnacle integration is not currently a part of the solution. Upon completion of Transition & Transformation, additional detailed discussions are necessary to determine the timeline and pricing impacts to the Commonwealth.

7. Cloud-based Internet Access
   a) AT&T agrees that Cloud-based Internet Service shall maintain burst capacity up to a maximum of 10Gbps.
   b) AT&T agrees that Cloud-based Internet Service shall have the capability to burst to the Internet Access Speed.

8. Billing SLA

   a) AT&T shall provide a bill within sixty (60) calendar days of each month services are provided for COT, KDE, all K-12 districts and all state agencies.
   b) Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees FARF charges, customs clearances, duties, levies, shipping charges, regulatory fees, E911 fees and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services.
   c) AT&T shall provide Billing Management on the LCM Team. The Team shall support billing in accordance with this Contract to include, crediting, overall billing accountability, and act as a single point of contact as appropriate for all billing issues. Billing Service Management (BSM) Support shall be:
      i. Onsite at customer office/facility as agreed upon
      ii. Meetings with clients on a regular basis as agreed upon with client
      iii. Supports all billed AT&T services
      iv. Serves as primary customer advocate and interface regarding billing issues
      v. Review billing components on overall bill and structure

vi. Escalations on issues not getting resolved in timely fashion
vii. Conducts lifecycle billing validation
    - Develop connections and relationships with appropriate billing communities
    - Utilizing various tools for preview into bills (dependent on tools developed for delivery of suppliers)
    - Validate billing is per contracted rates
viii. Educates and reinforces with the customer the concepts of the billing community support model
ix. Accountable for dispute and A/R performance metrics
x. Develops and maintains a Billing Action plan
    - Includes a Project Management template or associated documents detailing owners, timelines and status of issues

d) In addition to the above, AT&T agrees to provide a dedicated, on-site billing specialist to KDE. Specific responsibilities of this specialist may include:
    i. Detailed bill validation of KDE billing each month
        - Bill validation will include creation of tracking spreadsheet detailing both valid charges (to be paid that month) and any incorrect charges (to be disputed)
        - Bill validation will be completed within two (2) weeks of initial bill receipt
    ii. Issue disputes for any incorrect billing
    iii. Detailed tracking of disputes and any related credits
        - Included in this tracking are the amounts of dispute, when the dispute was submitted, the amount of credit (if applicable), when the credit appeared and the bill/site to which the credit applies
    iv. If at any time the billing specialist is in a position to do so, and at the direction of KDE, the billing specialist can provide audits of individual K-12 district bills (as time permits)
    v. Work closely with KDE to respond to e-rate funding inquiries, as appropriate
    vi. Any additional tasks as agreed upon by both AT&T and KDE
e) AT&T shall work with the Commonwealth to resolve all disputed charges within three (3) months upon written notification of the disputed charge. In the event that a dispute results in a credit/debit to the Commonwealth, AT&T shall credit or reconcile the account, as appropriate.
f) Both the Commonwealth and AT&T shall identify points of contact responsible for managing any disputes between the Commonwealth and AT&T.

g) AT&T shall apply all credits/debits to the area of the bill that the disputed charge originated and shall identify what product or service the credit or debit relates to.
h) AT&T shall facilitate centralized billing as well as direct billing for other entities where available.
i) AT&T shall credit all overcharges to the Commonwealth beginning on the date the overcharges began.
j) AT&T shall credit/debit the account that the overcharge was applied to.
k) Disputed Charges – Service Levels:

Description

i. Customer disputes shall be identified within six (6) months of the affected invoices or customer waives the right to dispute the charges.
ii. Resolution of a disputed charge is defined as Supplier providing written description of the result of Supplier's investigation resulting from the initiation of a billing dispute. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 40.075 (Payments) of this Contract and KRS 45.454. Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges must be made with the next invoice on which such charges appear, and AT&T will reverse any late payment fees that were invoiced in error.
iii. Should Customer disagree with the determination of the disputed billing charge, Customer may invoke the dispute resolution process in accordance with KRS 45A.230 to resolve the disagreement.
iv. The resolution may include a notification of a credit/debit to be applied to a future bill, notification of additional charges to be applied to a future bill, or a determination that the original charges were correct and no further action is to be taken.
v. Disputes include those identified and initiated by Supplier as well as those disputes identified by Customer.
vi. Customer must provide any additional information as requested by AT&T to support the dispute resolution requested by Customer.
vii. The timing of the three (3) month measurement period shall commence upon initiation of a dispute by Supplier, or the receipt by Supplier of a billing dispute submitted by the Customer containing all required information. The timing of the measurement period shall end upon AT&T's resolution of the dispute. The timing of the dispute resolution shall not include the time during which the Customer is researching information requested by AT&T.
viii. Disputes included for service levels include only those submitted for reasonable cause and have proper documentation.

ix. The Commonwealth shall pay all amounts validated using this process stated above.

Remedy

i. Supplier shall apply a credit of two percent (2%) of the disputed amount if a resolution of the disputed charge is not provided with ninety (90) calendar days.
ii. The total amount of remedy to be provided under this agreement shall not exceed $240,000 per contract term Year. The Commonwealth will conduct a review of the billing process six (6) months after the first order is placed. After this review, the Commonwealth will contact AT&T to discuss measures of remediation. If mutually agreed upon by both parties, the billing process and/or the percentage and total amount of remedy per contract term Year may be revised.
iii. This Remedy shall not apply to Centrex services provided by Windstream and by Cincinnati Bell.

9. Additional KIH3 Services
   a) AT&T shall include Network and Telecom services currently available on the KIH2 Contract (MA 758 C-03430615), which services are set forth in Attachment C the KIH3 Contract provided that the services remain a part of AT&T's going-forward portfolio. If the service is scheduled to be discontinued, AT&T will suggest a replacement technology.
   b) AT&T agrees that the pricing for services that will be continued shall be less than or equal to the current KIH2 Contract (MA 758 C-03430615) pricing for those services.

10. Service Level Agreement (SLA)
   a) The Commonwealth and AT&T shall develop a Service Level Agreement (SLA) which will, at a minimum, define the process of implementing and managing the SLA and any service specific SLA. The Commonwealth and AT&T should complete this task within one hundred and fifty (150) calendar days of Contract execution and incorporate it into the Contract as an Attachment.
   b) The Commonwealth and AT&T shall utilize AT&T's provided basic structure (see Attachment D) for the overall SLA, the identified performance expectations, and the "matrix" addressing identified consequences as the basis for the overall SLA for the services offered.
   c) AT&T shall include a Capacity Planning Process. The Commonwealth and AT&T should complete this task within one hundred and fifty (150)

calendar days of Contract execution. After execution of an agreed upon Non-disclosure Agreement (NDA) by COT and KDE, AT&T shall provide a Map showing additional level of detail of resiliency ("Fail-over" information) and it shall identify aggregation/trunking points for remote sites under the proposed AVPN architecture. This document shall become part of the overall SLA process as a means to identify a maximum number of sites impacted by outages. The aforementioned documentation will be produced within ninety (90) days after the transition of the entire KIH2 network to the newly proposed AVPN platform under KIH3. As an interim step, AT&T will supply within thirty (30) days of Contract execution additional detail to the KDE diagram.

11. Account Managers. The Commonwealth and AT&T shall include detailed expectations of performance criteria for the AT&T Account Team based on AT&T's structure. The Commonwealth and AT&T shall complete this task within sixty (60) calendar days of Contract execution.

12. Customer Experience Evaluation. AT&T shall provide an opportunity for the Commonwealth to participate in the AT&T's Customer Experience Evaluation Process.

13. Long Distance. AT&T shall include Domestic Long Distance in the price for Interconnected VoIP (Section V Pricing). A Scope of Work for each order will be developed that is specific to that particular implementation.

14. Glossary. The Commonwealth and AT&T shall develop and maintain a living glossary of terms for this Contract.

15. Consulting Services. Any Statement of Work created related to consulting services shall be reviewed and approved by the Commonwealth. The SOW shall include the appropriate rate(s) outlined in Section V Pricing.

16. Price Increases. All proposed price increases shall adhere to Section 40.035 of this Contract. The Commonwealth will evaluate pricing periodically to ensure that pricing is in accordance with current industry standards.

17. AT&T Service Guides. The parties agree that Service Guides, Tariffs and Guidebooks for all products and services provided herein shall become part of this Agreement.

a) "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
b) Service Guides. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

18. Acceptable Use Policy

a) Acceptable Use Policy. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
b) Internet Services. If Customer fails to rectify a violation of the AUP within five (5) days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i)AT&T's suspension or termination is in response to multiple or repeated Unresolved AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) After notification to the Commonwealth AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

19. Additional Responsibilities of the Parties

a) AT&T shall:
    i. Provide Customer with the following Services: AVPN, Business Direct, MIS, IPFlex, Cloud Based Firewall, Managed Router Service, Hosted Voice Services, PRI, Windstream services: MPLS (AVPN-Equivalent), MIS-Equivalent, SIP-services, Centrex and PRI, AT&T Switched Voice Services: Long Distance Services, 800

Megacom (Dedicated, PRIs), 800 ReadyLine (Switched, DIDs), Calling Card, Directory Assistance, Collect Calls, Cincinnati Bell services: Centrex, PRI

ii. Other services as may be added upon mutual agreement during the Contract term
iii. Transform the client onto all associated AT&T services including deploying new Windstream services.
iv. Management (Day-2) of all associated services including third party Windstream.
v. Provide customized reporting for the bundled services.
vi. Provide Tier 1 & 1.5 helpdesk.

b) The Commonwealth shall:
   i. Provide a Letter of Agency so AT&T can work directly with third party vendors.
   ii. Provide routing of the AT&T management networks through the third party networks, and to open all ports and protocols required for AT&T management.
   iii. Provide and manage new POTS lines for the MRS locations [except for the two (2) routers in the IDC].

20. Section 40.065 of the RFP. This language has been revised from the RFP, "The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer. Any purported assignment is void." to the following:

"The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer, which consent will not be unreasonably withheld or unduly delayed. Any purported assignment, without such consent, is void. Contractor, may, without prior approval, assign work or payments under the contract to its Affiliates."

21. AT&T Team.

Dedicated Transition/Transformation Team: AT&T will assign a Dedicated Transition/Transformation Team that will work with the Commonwealth during transition and transformation of the network to the new solution. We will staff this team with trained project management personnel and an overall Program Manager who will oversee the planning and migration of services and be your single point of contact for transition/transformation activities. These activities will begin at contract signature and are targeted for completion in seven (7) months.

Dedicated Life Cycle Management Team: Following Transition, AT&T will staff a dedicated Life Cycle Management (LCM) team that will be responsible for managing all requests from Commonwealth of Kentucky from receipt through completion to include closure of all requests. This team will manage day-to-day operations for the Commonwealth including ordering, and billing issues, governance, and reporting to support the networking needs of the Commonwealth. The AT&T team will also be supported by the existing sales and technical teams from Windstream for services in those areas.

22. Credits and Rebates

a) Rebate

Rebate to be applied to Customer's:	Services to Determine Amount of Rebate	Rebate Amount Per Measurement Period*	Measurement Periods during Pricing Schedule Term	Month of Pricing Schedule Term in which Rebate is Applied
MIS charges	Only MIS Ethernet HiCap Flex circuits billing to the Executive Branch	$1.00 per megabit of usage on each Ethernet HiCap Flex circuit	Months 1 - 6	9
			Months 7 - 12	15
			Months 13 - 18	21
			Months 19 - 24	27
			Months 25 – 30	33
			Months 31 – 36	39
			Months 37 - 42	45
			Months 43 – 48	51
			Months 49 – 54	57
			Months 55 – 60	63
			Months 61 – 66	69
			Months 67 – 72	75

On a semi-annual basis, a rebate, in lieu of discount, will be calculated on MIS Ethernet HiCap Flex service. This rebate will be calculated on designated services under the Executive Branch main account number only and will only apply to the specific pricing for MIS Service at the time of Contract execution. The rebate will be delivered to the Commonwealth of Kentucky Executive Branch in the form of a check. The rebate will be calculated by multiplying the number of Megabits billed to Customer each month during the measurement period in service (six {6} months) times the following discount rate of $1.00.

The terms of the rebate set forth in this paragraph shall continue through any contract term extension period as set for in Section III, 1. above.

b) Credit

AT&T will provide a one (1) time credit not to exceed $30,000 to offset consulting costs associated with the Commonwealth's Voice Over IP (VoIP) initiative, to be payable after completion of AT&T Consulting engagement.

IV. Terms and Conditions (RFP 758 1200000533, Section 40)

Section 40.015—Final Agreement

This Contract represents the entire agreement between the parties with respect to the subject matter hereof. Prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof shall be of no effect upon this Contract.

Section 40.016—Agencies to Be Served

This Contract shall be for use by the following agencies of the Commonwealth of Kentucky:

The Commonwealth Office of Technology (COT)
on behalf of all Executive Branch Agencies, except the Kentucky Department of Education, which uses this contract on behalf of all public school districts

Local governments, Universities, School Districts, and Political Subdivisions who may opt to use this Contract.

No shipments shall be made except upon receipt by vendor of an official Delivery Order from a using agency.

Section 40.017—Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including cities, counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 40.019- Quantity Basis of Contract – Estimated Quantities

The State is obligated to buy only that quantity needed by its agencies during the term of this Contract.

Section 40.020—Contract Provisions

If any provision of this Contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Commonwealth and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

Section 40.025—Type of Contract

This Contract shall be on the basis of a **firm fixed unit price** for the elements listed.

Section 40.030—Term of Contract and Renewal Options

The initial term of this Contract shall be for a period of **six (6) years** from the effective date of the Award of Contract.

This Contract may be renewed at the completion of the initial Contract period for **four (4) additional one (1) year** periods upon the mutual agreement of the Parties. Such mutual agreement shall take the form of an addendum to this Contract under Section 40.050—Changes and Modifications to the Contract.

The Commonwealth reserves the right not to exercise any or all renewal options. The Commonwealth reserves the right to extend this Contract for a period less than the length of the above-referenced renewal period if such an extension is determined by the Commonwealth Buyer to be in the best interest of the Commonwealth.

The Commonwealth reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The Vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing this Contract in an extended period.

Section 40.035—Basis of Price Revisions

PRICE ADJUSTMENTS: Unless otherwise specified, the prices established by this Contract shall remain firm for the Contract period subject to the following:

A: Price Increases: A price increase shall not occur during the first twelve (12) months of this Contract. The Vendor may request a price increase after twelve (12) months of this Contract, which may be granted or denied by the Commonwealth. Any such price increase shall be based on industry wide price changes. The Contract holder must request in writing a price increase at least thirty (30) days prior to the effective date, and shall provide firm proof that the price increase(s) is justified. The Office of Procurement Services may request additional information or justification. If the price increase is denied, the Contract holder may withdraw from this Contract without prejudice upon written notice and approval by the Office of Procurement Services. Provided, however, that the Vendor must continue service, at the Contract prices, until a new Contract can be established (usually within sixty (60) days).

B: Price Decreases: The Contract price shall be reduced to reflect any industry wide price decreases. The Contract holder is required to furnish the Office of Procurement Services with notice of any price decreases as soon as such decreases are available.

C: Extended Contract Periods: If this Contract provides for an optional renewal period, a price adjustment may be granted at the time this Contract is renewed, subject to price increase justification as required in Paragraph A "Price Increases" as stated above.

Section 40.040—Multiyear Contracts

If this Contract is for a term that extends beyond the end of the biennium in which the Contract was made, payment and performance obligations for succeeding fiscal years are subject to the availability of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance of this Contract beyond the biennium, this Contract for such subsequent year(s) may be canceled and the Contractor shall be reimbursed in accordance with Section 40.150—Provisions for Termination of the Contract.

Section 40.045— Contract Usage

The contractual agreement with the selected Vendor will in no way obligate the Commonwealth of Kentucky to purchase any services or equipment under this Contract. The Commonwealth agrees, in entering into any Contract, to purchase only such services in such quantities as necessary to meet the actual requirements as determined by the Commonwealth.

Section 40.048—Addition or Deletion of Items or Services

The Office of Procurement Services reserves the right to add new and similar items, with the consent of the Vendor, to this Contract. The Office of Procurement Services to

effect this change will issue a Contract Modification. Until such time as the Vendor receives a Modification, the Vendor shall not accept Delivery Orders from any agency referencing such items or services.

Section 40.050—Changes and Modifications to the Contract

Pursuant to KRS 45A.210(1) and 200 KAR 5:311, no modification or change of any provision in this Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment to this Contract and processed through the Office of Procurement Services and approved by the Finance and Administration Cabinet prior to the effective date of such modification or change pursuant to KRS 45A.210(1) and 200 KAR 5:311. Memorandum of understanding, written clarification, and/or correspondence shall not be construed as amendments to this Contract.

If the Contractor finds at any time that existing conditions made modification of this Contract necessary, it shall promptly report such matters to the Commonwealth Buyer for consideration and decision.

Section 40.055—Changes in Scope

The Commonwealth may, at any time by written order, make changes within the general scope of this Contract. No changes in scope are to be conducted except at the approval of the Commonwealth through the process described in Section 40.050—Changes and Modifications to the Contract.

Section 40.060—Contract Conformance

If the Commonwealth Buyer determines that deliverables due under this Contract are not in conformance with the terms and conditions of this Contract and the mutually agreed-upon project plan, the Buyer may request the Contractor to deliver assurances in the form of additional Contractor resources and to demonstrate that other major schedules will not be affected. The Commonwealth shall determine the quantity and quality of such additional resources and failure to comply may constitute default by the Contractor.

Section 40.065—Assignment

The Contractor shall not assign the Contract in whole or in part or any payment arising therefrom without the prior written consent of the Commonwealth Buyer, which consent will not be unreasonably withheld or unduly delayed. Any purported assignment, without such consent, is void. Contractor, may, without prior approval, assign work or payments under the contract to its Affiliates.

Section 40.070—Notices

All programmatic communications with regard to day-to-day performance under this Contract are to be made to the Agency technical contact(s) identified below:

Jim Barnhart
Deputy Commissioner
FINANCE AND ADMINISTRATION CABINET
Commonwealth Office of Technology
101 Cold Harbor
Frankfort, KY 40601
(502) 564-7777
Jim.Barnhart@ky.gov

All communications of a contractual or legal nature are to be made to the Commonwealth Buyer identified below:

Stephanie R. Williams, CPPO, CPPB, MPA
Assistant Director
FINANCE AND ADMINISTRATION CABINET
Office of Procurement Services
New Capitol Annex
702 CAPITOL AVE RM 096
FRANKFORT KY 40601
(502) 564-8621
Stephanier.williams@ky.gov

Section 40.075—Payment

The Commonwealth will make payment within thirty (30) working days of receipt of Contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the Agency Contact Person or his representative.

Section 40.080—Contractor Cooperation in Related Efforts

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor

shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

Section 40.085—Subcontractors

The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Commonwealth shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved by the prime contractor.

All references to the Contractor shall be construed to encompass both the Contractor and any subcontractors of the Contractor.

Section 40.090—Contractor Affiliation

"Affiliate" shall mean a branch, division or subsidiary that is effectively controlled by another party. If any affiliate of the Contractor shall take any action that, if done by the Contractor, would constitute a breach of this agreement, the same shall be deemed a breach by such party with like legal effect.

Section 40.100—Commonwealth Property

The Contractor shall be responsible for the proper custody and care of any Commonwealth-owned property furnished for Contractor's use in connections with the performance of this Contract. The Contractor shall reimburse the Commonwealth for its loss or damage, normal wear and tear excepted.

Section 40.105—Insurance

The Contractor shall provide professional liability insurance for its professional employees, public liability, property damage, and workers' compensation insurance, insuring as they may appear, the interest of all parties of agreement against any and all claims which may arise out of the Contractor's operations under the terms of this Contract. In the event any carrier of such insurance exercises cancellation, notice of such cancellation shall be made immediately to the Commonwealth Buyer.

Section 40.110—Confidentiality of Contract Terms

The Contractor and the Commonwealth agree that all information communicated between them before the effective date of this Contract shall be received in strict confidence and shall not be necessarily disclosed by the receiving party, its agents, or

employees without prior written consent of the other party. Such material will be kept confidential subject to Commonwealth and Federal public information disclosure laws.

Upon signing of this Contract by all Parties, terms of this Contract become available to the public, pursuant to the provisions of the Kentucky Revised Statutes.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.115—Confidential Information

The Contractor shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information which may be specifically classified as confidential by the Commonwealth in writing to the Contractor. All Federal and State Regulations and Statutes related to confidentiality shall be applicable to the Contractor. The Contractor shall have an appropriate agreement with its employees to that effect, provided however, that the foregoing will not apply to:

-Information which the Commonwealth has released in writing from being maintained in confidence;
-Information which at the time of disclosure is in the public domain by having been printed an published and available to the public in libraries or other public places where such data is usually collected; or
-Information, which, after disclosure, becomes part of the public domain as defined above, thorough no act of the Contractor.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

Section 40.120—Advertising Award

The Contractor shall not refer to the Award of this Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

Section 40.125— Patent or Copyright Infringement

The Contractor shall report to the Commonwealth promptly and in reasonable written detail, each notice of claim of patent or copyright infringement based on the performance of this Contract of which the Contractor has knowledge.

The Commonwealth agrees to notify the Contractor promptly, in writing, of any such claim, suit or proceeding, and at the Contractor's expense give the Contractor proper and full information needed to settle and/or defend any such claim, suit or proceeding.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above is likely to or does become the subject of a claim or infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Commonwealth's written consent, substitute other equally suitable equipment, materials, and information, or at the Contractor's options and expense, obtain the right for the Commonwealth to continue the use of such equipment, materials, and information.

The Commonwealth agrees that the Contractor has the right to defend, or at its option, to settle and the Contractor agrees to defend at its own expense, or at its option to settle, any claim, suit or proceeding brought against the Commonwealth on the issue of infringement of any United States patent or copyright or any product, or any part thereof, supplied by the Contractor to the Commonwealth under this agreement. The Contractor agrees to pay any final judgment entered against the Commonwealth on such issue in any suit or proceeding defended by the Contractor.

If principles of governmental or public law are involved, the Commonwealth may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Contractor without the Contractor's written consent.
The Contractor shall have no liability for any infringement based upon:

-the combination of such product or part with any other product or part not furnished to the Commonwealth by the Contractor
-the modification of such product or part unless such modification was made by the Contractor
-the use of such product or part in a manner for which it was not designed

Section 40.130—Permits, Licenses, Taxes and Commonwealth Registration

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all Federal, State, and local governments in which work under this Contract is performed.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

The Contractor shall pay any sales, use, and personal property taxes arising out of this Contract and the transaction contemplated hereby. Any other taxes levied upon this

Contract, the transaction, or the equipment or services delivered pursuant hereto shall be borne by the Contractor.

Section 40.135—Contract Claims

The Parties acknowledge that KRS 45A.225 to 45A.290 governs contract claims.

Section 40.140—Rights and Remedies

The rights and remedies of the Commonwealth provided in Section 40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

Section 40.145—EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding $500,000. The Contractor shall comply with all terms and conditions of the Act. A copy of the EEO forms may be obtained by downloading them from the E-Procurement website at http://finance.ky.gov/services/eprocurement/Pages/VendorServices.aspx. Select forms under Attachment **#4**. Direct coordination with the EEO Office is approved to discuss EEO requirements and forms. The EEO office's telephone number is (502) 564-2874 and fax (502) 564-1055.

Section 40.150—Provisions for Termination of the Contract

This Contract shall be subject to the termination provisions set forth in 200 KAR 5:312.

Section 40.160—Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee (a) promptly cures all defaults under this Contract; (b) promptly compensates the Commonwealth for the monetary damages incurred as a result of such default, and (c) provides adequate assurance of future performance, as determined by the Commonwealth.

Section 40.170—Conformance with Commonwealth & Federal Laws/Regulations

This Contract is subject to the laws of the Commonwealth of Kentucky and where applicable Federal law. Any litigation with respect to this Contract shall be brought in state or federal court in **Franklin County, Kentucky.**

Section 40.190—Recycling

The Contractor is required to comply with the recycling requirements of 200 KAR 5:330.

Section 40.200

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Section 40.210—Accessibility

Vendor hereby warrants that the products or services to be provided under this Contract comply with the accessibility requirements of section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor further warrants that the products or services to be provided under this Contract comply with existing federal standards established under Section 255 of the Federal Telecommunications Act of 1996 (47 U.S.C. § 255), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1193, to the extent the Vendor's products or services may be covered by that act. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention.

Section 40.220

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Section 40.230— Access to Records

The Contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to this Contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or

program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the Contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004.

Section 40.240—Funding-Out Provision

The Vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments, the agency shall be authorized, upon sixty (60) days written notice to the Vendor, to terminate this Contract. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by this Contract.

Section 40.250—Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, this Contract will be reduced by the amount specified in that document.

Section 40.255—Registration with the Secretary of State by a Foreign Entity

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Section 40.260 – Limitation of Liability

The liability of the Commonwealth related to contractual damages is set forth in KRS 45A.245.

V. Pricing

See Attachment F

VI. Approvals

This Contract is subject to the terms and conditions as stated. By executing this Contract, the parties verify that they are authorized to bind this Agreement and that they accept the terms of this Agreement.

This Contract may be executed electronically in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Contract.

This Contract is invalid until properly approved and executed by the Finance and Administration Cabinet.

1st Party: AT&T, as Contracting Agent ("Contractor" or "Vendor")

John D. Irwin — Printed name
Senior Vice President — Title
Signature
2/20/2013 — Date

2nd Party: Finance and Administration, Commonwealth Office of Technology (COT)

STEVE RUCKER — Printed name
Deputy Secretary — Title
Steve Rucker — Signature
2-21-13 — Date

Approved by the Finance and Administration Cabinet
Office of Procurement Services

Donald R. Speer — Printed name
Executive Director — Title
Donald R. Speer — Signature
2/21/13 — Date

ATTACHMENT B

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.

II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.

III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.

IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.

V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

ATTACHMENT C

KENTUCKY INFORMATION HIGHWAY STATUTE

45A.605 Finance and Administration Cabinet's authority to enter into contracts for "information highway" for state agencies -- Mandatory use -- Exceptions -- Status as a state agency price contract -- Access to contract by certain nonprofit schools, nonprofit organizations, and economic development entities.

(1) As used in this section:
   (a) "Information highway" means a communication network for voice, data, and video communications technologies; and
   (b) "Agencies of the Commonwealth of Kentucky" includes all authorities; boards; commissions; councils; departments; program cabinets; the Kentucky Lottery Corporation; vocational schools; the Kentucky School for the Deaf; the Kentucky School for the Blind; upon written request of the Chief Justice, the Court of Justice; upon written request of the co-chairmen of the Legislative Research Commission, the General Assembly and the Legislative Research Commission; and upon written request of presidents, state institutions of higher education.

(2) The provisions of any other law notwithstanding, the Finance and Administration Cabinet may enter into one (1) or more contracts, on behalf of agencies of the Commonwealth of Kentucky, with any person, partnership, or corporation that operates an information highway. The information highway shall enable the Commonwealth to benefit from cost-effective telecommunications technologies and shall provide opportunities for the private sector. These opportunities shall include but not be limited to the implementation of transactions and activities associated with the Kentucky e-Health Network created under KRS 216.267 and the provision of telehealth by licensed health-care providers as provided in KRS Chapters 205, 211, 304.17A, 310, 311, 312, 313, 314, 314A, 315, 319, 319A, 320, 327, 334A, and 335.

(3) Upon implementation, all agencies of the Commonwealth of Kentucky shall obtain all available communications services under contracts executed pursuant to subsection (2) of this section, except as provided under subsection (4) of this section.

(4) The secretary of the Finance and Administration Cabinet may grant exceptions to the mandatory use of the information highway upon good cause shown. The Kentucky e-Health Network Board may use the information highway to implement the network but shall not be limited to its use for communication services.

(5) Any contract awarded under subsection (2) of this section shall be deemed, for purposes of KRS 45A.050, a state agency price contract to which all political subdivisions and state-licensed nonprofit institutions of higher education may have access and use on the same terms as agencies of the Commonwealth of Kentucky. In addition, nonprofit schools providing elementary or secondary education and nonprofit health care organizations shall be allowed to have access and use the contract on the same terms as agencies of the Commonwealth of Kentucky. "Nonprofit schools" and "nonprofit health care organizations" mean those schools and health care organizations

which have been granted tax-exempt status under the United States Internal Revenue Code.

(6) Any contract awarded under subsection (2) of this section shall be deemed a state agency price contract to which any entity that has been approved for economic development incentives under programs approved and administered by the Kentucky Economic Development Finance Authority may have access and use on the same terms as agencies of the Commonwealth of Kentucky.

(7) Any contract awarded under subsection (2) of this section shall be deemed a state agency price contract to which nonprofit organizations whose exclusive purpose is the delivery of services related to education, economic development, or cultural arts and humanities, may have access and use on the same terms as agencies of the Commonwealth of Kentucky. For the purposes of this section, "nonprofit organizations" means those organizations which have been granted tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code or those existing education based entities whose purpose is the delivery of services to state school systems, their employees, or their governing organizations and which have been granted tax-exempt status under Section 501(c)(6) of the United States Internal Revenue Code.

Effective: March 8, 2005

History: Amended 2005 Ky. Acts ch. 30, sec. 6, effective March 8, 2005. -- Amended 2000 Ky. Acts ch. 362, sec. 1, effective July 14, 2000; and ch. 376, sec. 1, effective July 14, 2000. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 35, effective May 30, 1997. -- Created 1994 Ky. Acts ch. 439, sec. 1, effective July 15, 1994.

ATTACHMENT D

AT&T BASIC STRUCTURE

Product	SLA	Measure	Payment, if applicable
PPVPN-MPLS COT Internet KDE Internet	On-Time Provisioning	Agreed to Due Date	100% of first month MRC for that site
	Site Availability: Time to Restore (TTR)	1 min <= TTR < 2 hours	3.3% of MRC
		2 hours <= TTR < 4 hours	10% of MRC
		4 hours <= TTR < 9 hours	25% of MRC
		9 hours <= TTR < 16 hours	50% of MRC
		TTR > 16 hours	100% of MRC
Managed Router Service	On-Time Provisioning	Agreed to Due Date	100% of install
	Site Availability (w/o backup)	Availability < 99.0%, 1 month	10% of MRC
		Availability < 99.0%, 2 consecutive months	15% of MRC
		Availability < 99.0%, 3 consecutive months	25% of MRC
		Availability < 99.0%, 4 consecutive months	50% of MRC
		Availability < 99.0%, 5 consecutive months	100% of MRC
	Mean Time to Restore (MTTR)	MTTR >= 4 hours	10% of MRC
	Custom SLA's are available between MRS routers and can be developed at customer request.		
Interconnected VoIP	Response to repairs for major Outages		
	Service Impact Level - Severity 1	Outage > 4 Hours	10% of MRC
		Outage > 8 hours	25% of MRC
		Outage > 12 hours	50% of MRC
		Outage > 24 hours	100% of MRC

	Service Impact Level - Severity 2	Outage > 48 Hours	10% of MRC
		Outage > 72 hours	25% of MRC
		Outage > 84 hours	50% of MRC
		Outage > 96 hours	100% of MRC
SIP trunking	Site Availability	Outage > 2 hours	1/30th of MRC at the affected site
	Call Quality	R-Factor for 95% or more of calls < 70	5% of MRC at affected qualifying site
Co-location services	Power Availability	99.999% > Availability >= 99.95%	5% of MRC
		99.95% > Availability >= 99.5%	10% of MRC
		99.5% > Availability >= 99.0%	15% of MRC
		Availability < 99.0%	20% of MRC
	HVAC Availability	99.999% > Availability >= 99.95%	5% of MRC
		99.95% > Availability >= 99.5%	10% of MRC
		99.5% > Availability >= 99.0%	15% of MRC
		Availability < 99.0%	20% of MRC
ATA	On-Time Provisioning	Agreed to Due Date	100% of first month MRC for that site
WAN Acceleration	On-Time Provisioning	Agreed to Due Date	100% of first month MRC for that site
	Site Availability: Time to Restore (TTR)	TTR > 8 hours	10% of MRC

[redacted]

Kentucky Information Highway 3

KIH 3

Attachment F

Pricing

Contents
(click below to jump to product tab)

PPVPN
Managed router service
Internet services
Managed security services
Interconnected VoIP
SIP trunking
Long-distance voice
Centrex services
Primary rate ISDN (PRI) services
Co-locations services
Application management
Other optional services
Ethernet Private Line

0

Notes:
Pricing shown does not include federal charges, FARF charges, surcharges, regulatory fees, E911 fees, taxes, etc.
Pricing shown is predicated on single contract award.
Any exceptions to SLA's are available in the associated service guide.
All products have waived non-recurring charges unless otherwise stated.
This document represents the product features and pricing associated with our bid response. Some products have other available features not included in this document but can be added at a later time. If so added, additional costs will apply.

Revised 2/13/13

PPVPN, MPLS

Contents

Pricing

Port and access **Description**		kde only **MRC**		executive branch agencies only **MRC**		all other eligible non-executive branch agencies **MRC**
64 Kbps	$	149.50	$	149.50	$	149.50
128 Kbps	$	245.76	$	245.76	$	245.76
256 Kbps	$	274.05	$	274.05	$	274.05
384k Kbps	$	312.18	$	312.18	$	312.18
1.5 Mbps (with QoS)	$	400.12	$	400.12	$	400.12
2 Mbps (with QoS)	$	437.12	$	437.12	$	437.12
3 Mbps (with QOS)	$	562.23	$	562.23	$	562.23
4 Mbps (with QoS)	$	729.73	$	729.73	$	729.73
6 Mbps (with QoS)	$	897.94	$	897.94	$	897.94
8 Mbps (with QoS)	$	1,080.08	$	1,080.08	$	1,080.08
10 Mbps (with QoS)	$	1,156.18	$	1,156.18	$	1,156.18
10 Mbps (with QoS) w/CPE*	$	1,322.30				
10 Mbps (with QoS) w/CPE (DS3 access)*	$	1,517.20				
25 Mbps (with QoS)	$	1,698.75	$	1,698.75	$	1,698.75
25 Mbps (with QoS) w/CPE*	$	1,869.33				
25 Mbps (with QoS) w/CPE (DS3 access)*	$	2,059.77				
45 Mbps (with QoS)	$	2,099.05	$	2,099.05	$	2,099.05
45 Mbps (with QoS) w/CPE*	$	2,347.61				
45 Mbps (with QoS) w/CPE (DS3 access)*	$	2,460.07				
100 Mbps (with QoS)	$	3,124.30	$	3,124.30	$	3,124.30
100 Mbps (with QoS) w/CPE*	$	3,417.56				
100 Mbps (with QoS) w/CPE (OC3 access)*	$	3,747.36				
250 Mbps (with QoS)	$	3,465.34	$	3,465.34	$	3,465.34
250 Mbps (with QoS) w/CPE*	$	3,964.40				
500 Mbps (with QoS)	$	4,806.83	$	4,806.83	$	4,806.83
500 Mbps (with QoS) w/CPE*	$	5,305.89				

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except under written agreement

1 Gbps (with QoS)	$	6,097.18	$	6,097.18	$ 6,097.18
1 Gbps (with QoS) w/CPE*	$	6,596.24			
2 Gbps (with QoS)	$	8,306.06	$	8,306.06	$ 8,306.06
2 Gbps (with QoS) w/CPE*	$	9,829.06			
5 Gbps (with QoS)	$	10,718.40	$	10,718.40	$ 10,718.40
5 Gbps (with QoS) w/CPE*	$	12,241.40			
10 Gbps (with QoS)	$	14,186.29	$	14,186.29	$ 14,186.29
10 Gbps (with QoS) w/CPE*	$	15,709.29			

* For Clarification - Education Router Bundle is a "soft bundle" designed to meet the P1 bundle requirements as outlined in the State of Tennessee test. It creates an end-to-end solution of transport and edge device all of which is owned by the service provider.

*Unilink***

Description		**MRC/Port**
1.5 Mbps	$	22.05
2 Mbps	$	27.90
3 Mbps	$	34.65
4 Mbps	$	39.60
6 Mbps	$	52.20
8 Mbps	$	60.75
10 Mbps	$	68.85
25 Mbps	$	108.00
30 Mbps	$	125.55
45 Mbps	$	156.60
100 Mbps	$	301.95
250 Mbps	$	680.40
500 Mbps	$	1,025.10
1 Gbps	$	1,881.45
2 Gbps	$	3,545.55
5 Gbps	$	7,422.30
10 Gbps	$	12,996.00

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except under written agreement

** Unilink has been included in the MPLS circuits for CDC and ADC at no aditional cost.

The table above is for other locations that require Unilink functionality

Diversity options

Description		**MRC**
Service Diversity Option, T1 port	$	6.00
Service Diversity Option, 10 Mb port	$	19.00
Service Diversity Option, 100 Mb port	$	108.75
POP Diversity Option, T1 port	$	12.25
POP Diversity Option, 10 Mb port	$	38.25
POP Diversity Option, 100 Mb port	$	217.75

Diversity options for additional speeds available upon request.

Standard Installation Charge for MPLS	waived
Expedite Installation Charge for MPLS	waived

Availability

Statewide. Not all access speeds are available in all locations. Available speeds cannot be confirmed until order is placed.

In the event placement of new facilities is required, the KIH3 agency is responsible for providing appropriate entrance conduit, space and power for the new facilities.

For instances where appropriate facilities to support the service selected are not sufficient, special construction charges may apply.

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Not for use or disclosure outside the AT&T companies
except under written agreement

Managed router service

Contents

Pricing

Description	MRC
MRS Complete	
Cisco, up to 10G MPLS	$ 1,523.00
Cisco, up to 1G MPLS	$ 499.06
Cisco, up to 100M MPLS	$ 293.26
Cisco, up to 50M MPLS	$ 248.56
Cisco, up to 30M MPLS	$ 170.58
Cisco, up to 10M MPLS	$ 166.12
Cisco, OC12 Interface	$ 660.52
Cisco, OC3 Interface	$ 623.06
Cisco, DS3 Interface	$ 361.02
Cisco, 1.5M Interface	$ 157.13

Availability

Statewide - where the customer has an MPLS connection.
Pricing assumes no more than 20% real-time traffic.
All sites require dedicated 1FB.

Managed router service

Options, Professional Services, and Lifecycle Change (MACD) Pricing

Description	MRC	NRC
ATM (Per Card)	$ 50.00	N/A
IMA 2- 4 xT 1	$ 50.00	N/A
IMA 5- 8 xT1	$ 100.00	N/A
Per Site Charge for NetFlow v.5 ordered for existing Customer Site (where such existing Site does not require IOS upgrade)	N/A	$ 150.00
Per Site Charge for NetFlow v.5 ordered for existing Customer Sites (where such existing Site requires an IOS upgrade WITHOUT physical dispatch.)	N/A	$ 425.00
Per Site Charge for NetFlow v.5 ordered for existing Customer Site (where such existing Site requires IOS upgrade WITH physical dispatch)	N/A	$ 750.00
Per Site Charge for J-Flow v.5 ordered for existing Customer Site (where such existing Site does not require IOS upgrade)	N/A	$ 150.00
Per Site Charge for J-Flow v.5 ordered for existing Customer Sites (where such existing Site requires an IOS upgrade WITHOUT physical dispatch.)	N/A	$ 425.00
Per Site Charge for J-Flow v.5 ordered for existing Customer Site (where such existing Site requires IOS upgrade WITH physical dispatch)	N/A	$ 750.00

Lifecycle Management / Miscellaneous

Per Site (router) / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)

Description	**NRC**
*Site Delete for AT&T CPE	$ 750.00
+*Site Delete for Customer Equipment	$ 375.00
Move Router Site (Inside)	1.5x Appropriate CPE Installation Charge**
Move Router Site (Outside)	2x Appropriate CPE Installation Charge**
Add/Delete Router Boards	0.6 x AppropriateImplemention Charge** PLUS 0.5 x Appropriate CPE Installation Charge**
Configuration Changes	$ 290.00
Router Site Add	See "Network Implementation & Equipment Installation Pricing"
Site Insufficiently Prepared to Receive On-Site Services/ Vendor Turn-Away	$ 350.00
Cancellation to Receive on Site Services with Less Than Five Business Days notice to AT&T	$ 350.00

For expedite charges related to an accelerated Service Activation Date, see the MRS Service Guide

*Requires a dispatch of technician to de-install, pack and ship equipment to AT&T. These charges will apply any time AT&T CPE is de-installed from a Customer Site (including at the termination of the Agreement). Prices shown are for de-installations performed within Standard Business Hours. Additional charges will apply during Non-Standard Hours.

**Charges based on router complexity

+ This charge applies to Customer Equipment at Site Termination (including at the termination of the Agreement).

Voice over IP feature

Description	MRC
Voice over IP feature 15	Nx$13 (minimum 4)

Notes:

1. The Minimum Payment Period for equipment is until the end of the Pricing Schedule term (60 months) but not less than 12 months.

2. The Minimum Payment Period for Maintenance is until the end of the Pricing Schedule term (60 months) but not less than 3 months.

Internet services

Contents

Pricing

Description		MRC
COT data center internet, per Mbps (1Gbps access, Hi-Cap Flex pricing)	$	8.00
- or -		
COT data center internet, per Mbps (1Gbps access, router, Hi-Cap Flex pricing)	$	9.00
KDE cloud-based internet, per Mbps (10Gbps platform, hi-cap flex pricing, basic f/w)	$	8.00

Commodity internet

1.5 Mbps	$	300.00
3 (n x DS1) Mbps	$	550.00
9 (n x DS1) Mbps	$	1,050.00
10 Mbps	$	1,100.00
DS3/45 Mbps	$	2,300.00
OC3/60 Mbps	$	2,800.00
100 Mbps	$	3,000.00
1 Gbps	$	6,100.00

Availability

COT internet

COT data centers only. AT&T will provide appropriately sized circuits to meet the usage requirements of the Commonwealth at the pricing above.

Cloud-based internet

Statewide - KDE only, where the customer has an MPLS connection.

Commodity internet

Statewide. Not all access speeds are available in all locations. Available speeds cannot be confirmed until order is placed.

In the event placement of new facilities is required, the KIH3 agency is responsible for providing appropriate entrance conduit, space and power for the new facilities.

For instances where appropriate facilities to support the service selected are not sufficient, special construction charges may apply.

Managed security services

Contents

Pricing

Description		**MRC**
URL filtering		
per district w/MPLS <=10Mbps	$	250.00
per district w/MPLS >10M, <=100Mbps	$	350.00
per district w/MPLS >100M, <=1Gbps	$	450.00
per district w/MPLS > 1Gbps, <=10Gbps	$	550.00
IPS		
per district w/MPLS <=10Mbps	$	600.00
per district w/MPLS >10M, <=100Mbps	$	650.00
per district w/MPLS >100M, <=1Gbps	$	700.00
per district w/MPLS > 1Gbps, <=10Gbps	$	750.00
Inter-district f/w		
per district w/MPLS <=10Mbps	$	350.00
per district w/MPLS >10M, <=100Mbps	$	450.00
per district w/MPLS >100M, <=1Gbps	$	550.00
per district w/MPLS > 1Gbps, <=10Gbps	$	650.00

SETA

Number of Devices	**1-15**	**16-40**	**41-100**	**101-250**	**251-1000**	**1001-2500**
NRC - standard	$ 8,000.00	$ 10,000.00	$ 12,500.00	$ 16,000.00	$ 20,000.00	$ 23,500.00
NRC - premium	$ 12,000.00	$ 14,000.00	$ 16,000.00	$ 19,000.00	$ 25,000.00	$ 29,000.00
MRC	$ 1,230.00	$ 2,960.00	$ 4,590.00	$ 10,530.00	$ 23,160.00	$ 34,000.00
MRC - Incremental Device Add - - per each de	$ 99.00	$ 89.00	$ 56.00	$ 51.00	$ 28.00	$ 17.00
NRC - Incremental Device Add - per each devi	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00
Features						
MRC - Storage Cost per INCREMENTAL year of	$ 230.00	$ 450.00	$ 670.00	$ 890.00	$ 1,120.00	$ 1,340.00
Consulting per month (incl in MRC Cost)	2 Hr/Mo	2 Hr/Mo	3 Hr/Mo	4 Hr/Mo	6 Hr/Mo	8 Hr/Mo

NRC - Custom Device Interface(per interface)	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00
NRC - Custom Report - Per report	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00

Availability

KDE - cloud-based internet users only.

Interconnected VoIP
Hosted Voice Solution (HVS)

Contents

Pricing

Description	MRC
Basic station	$ 7.97
Premium station	$ 11.25

Features:
refer to 'HVS features' tab
includes unlimited on- and off-net domestic LD
non-recurring charges do apply (shown below)

Installation:

Number of stations	NRC - per phone set	NRC - per site
1 - 25	$ 76.00	$ 1,200.00
26 - 50	$ 74.00	$ 1,452.00
51 - 100	$ 73.00	$ 2,280.00
101 - 150	$ 69.00	$ 3,540.00
151 - 200	$ 66.00	$ 4,044.00
201 - 250 stations	$ 60.00	$ 5,339.81
251 - 500 stations	$ 58.00	$ 7,268.00
501+ stations	$ 56.00	$ 9,085.00

Equipment:

VoIP telephone set pricing can be provided upon request.

VoIP gateway pricing (for analog sets or additional PSTN connectivity) can be provided upon request.

Maintenance (and corresponding pricing) on telephone sets and/or additional gateways can be provided upon request.

Availability

Statewide. Non-BVoIP rate centers require additional PSTN connectivity.

All sites require dedicated 1FB.

Access is required to the AT&T network (refer to PPVPN-MPLS tab)

PSTN access is required for site resiliency

Interconnected VoIP
Hosted Voice Solution (HVS)

Description	Premium	Basic	Optional
Account Codes	x		
Alternate Numbers	x		
Anonymous Call Rejection	x		
Authentication	x	x	
Authorization Codes	x		
Auto Attendant	x		
Auto Attendant Greeting Recording	x	x	
Auto Callback	x		
Automatic Hold/Retrieve	x		
Barge-In Exempt	x		
Blind Call Transfer	x	x	
Call Center/ACD	x	x	
Call Center User - Standard Call			$
Call Center User - Premium Call			$
Clearspan Anywhere	x		
Clearspan Assistant – Enterprise	x		
Clearspan Receptionist – Enterprise			$
Clearspan Supervisor - Standard			$
Clearspan Supervisor - Enhanced (Reporting)			$
Busy Lamp Field	x		
Call Capacity Management (Configured by SP)	x	x	
Call Forwarding Not Reachable	x	x	
Call Forwarding Always (Remote Access on Voice Portal)	x	x	
Call Forwarding Always (Ring Splash option included)	x	x	
Call Forwarding Busy	x	x	
Call Forwarding No Answer	x	x	
Call Forwarding Selective (Ring Splash option)	x		
Call Intercept Group	x	x	
Call Intercept User	x	x	
Call Notify	x		
Call Park	x		
Call Pickup	x		
Call Return	x	x	
Call Screening by Digit Patterns	x		

Call Trace	x	x
Call Transfer	x	x
Call Transfer with Third Party Consultation	x	x
Call Transfer with Three-Way Consultation	x	x
Call Waiting	x	x
Calling Line ID Blocking	x	x
Calling Line ID Blocking Override	x	
Calling Line ID Blocking per Call	x	x
Calling Line ID Delivery	x	x
Calling Line ID Delivery Enhancement (Configured by group administrator or above)	x	x
Calling Name Delivery	x	x
Calling Number Delivery (R17)	x	x
Cancel Call Waiting	x	x
Charge Number	x	x
Classmark	x	x
Client Call Control (used for third-party clients)	x	x
CommPilot Call Manager – Blind Call Transfer	x	
CommPilot Call Manager – Call Hold	x	
CommPilot Call Manager – Call Transfer	x	
CommPilot Call Manager – Calling Line ID Delivery	x	
CommPilot Call Manager – Dial and Last Number Redial	x	
CommPilot Call Manager – Phone Lists (Group, Personal, Call Log)	x	
CommPilot Call Manager – Send to Voicemail	x	
CommPilot Call Manager – Three–Way Calling	x	
CommPilot Call Manager – Transfer with Consultation	x	
CommPilot Express	x	
CommPilot Group Web Portal	x	x
CommPilot Personal Web Portal	x	
Communication Barring User-Control	x	x
Connected Line Identification Presentation	x	x
Connected Line Identification Restriction	x	x
Configurable Calling Line ID	x	x
Configurable Extension Dialing	x	x
Configurable Feature Codes	x	x
Consultation Hold	x	x
Custom Ringback – Audio	x	x
Department Administrative Layer	x	x
Direct Inward/Outward Dialing	x	x
Directed Call Pickup	x	
Directed Call Pickup with Barge-In Directed Call Pickup with Barge-In AS x	x	

Directory Number Hunting	x	
Distinctive Alert/Ringing	x	
Diversion Inhibitor	x	
Do Not Disturb (Ring Splash option)	x	
Emergency Zones	x	x
Enhanced Equal Access Provisioning	x	x
Enhanced Equal Access Provisioning	x	x
Enhanced Outgoing Calling Plan	x	
Enhanced Privacy On Hold	x	
Enterprise Voice Portal	x	x
Extension Dialing Platform	x	x
External Source for Music On Hold	x	
Fax Messaging	x	x
Flash Call Hold	x	x
Forwarded Calling Plan	x	x
Group Resource Inventory Report	x	x
Home Zones (Configured by SP)	x	x
Hoteling	x	
Hunt Group Enhancement (Assigned only to Hunt Groups)	x	x
Hunt Groups	x	x
Immediate Voice Mail	x	
In-Call Service Activation	x	
Incoming Calling Plan	x	x
Instant Group Call	x	
IP Phone Support	x	
Last Number Redial	x	x
Lawful Intercept	x	x
LDAP Integration	x	x
Legacy Automatic Callback (R17)	x	
Location-based Call Restrictions (R17)	x	
Loudspeaker Paging	x	x
Malicious Call Trace – Enhancement to Call Trace capabilities (Configured by system provider)	x	x
Multipath Forwarding	x	x
Multiple Call Arrangement	x	
Music On Hold	x	
MWI Delivery to Mobile Endpoint	x	
Network Wide Messaging	x	
N-Way Calling	x	
Outgoing Calling Plan	x	x
Outlook Integration	x	

Parking Stations	x		
Personalized Name and Greeting Recording (Personal)	x	x	
Physical Location	x	x	
Pre-alerting Announcement (R17)	x		
Printable Group Directory	x	x	
Priority Alert/Ringing	x		
Push To Talk	x		
Real Time Accounting Interface (Radius)			$
Remote Office	x		
Selective Call Acceptance	x		
Selective Call Rejection	x		
Sequential Ringing	x		
Series Completion	x	x	
Service Packs	x	x	
Service Scripts – Group	x	x	
Service Scripts – User	x	x	
Shared Call Appearance	x		
Shared Call Appearance - Enhanced	x		
Shared Call Appearance Bridging	x		
Simultaneous Ring	x		
SIP TCP	x	x	
Soft Client Support	x		
Speed Dial 100	x		
Speed Dial 8	x		
Third-Party Voicemail MWI	x	x	
Third-Party Voicemail Support	x	x	
Three-Way Calling	x	x	
Transferred Calling Plan	x	x	
Trunk Group			$
Two-Stage Dialing	x		
User-Managed Privacy	x		
Video Add-On	x		
Video Auto Attendant	x		
Video Call Center	x		
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Call Intercept (Covers both user and group licenses)	x	x	
Video Messaging	x		
Video Music On Hold	x		
Voice Mailbox Integration	x		
Voice Message Waiting Indication	x		

Voice Messaging	x		
Voice Messaging Call Back	x		
Voice Messaging Notification	x		
Voice Messaging to E-mail	x		
Voice Portal	x	x	
Voice Portal Calling	x		
Web Conferencing			$
Web Portal Call Logs Basic	x	x	
Web Portal Call Logs Enhanced			$
Wireless Dialing	x		
AMR Codec			$
Call Control XML			$
G.729 Ports			$
MRCP Interface (ASR/TTS)			$
VoiceXML Toolkit			$
Total Ports	x	x	
Call Screening	x	x	
Call Typing	x	x	
CommPilot Enterprise Web Portal	x	x	
Destination-based Service Routing	x	x	
Enterprise Media Server Selection Policy	x	x	
Enterprise Network Gateway Routing	x	x	
Enterprise Subscriber Location	x	x	
Equal Access Call Routing	x	x	
Equal Access Policy	x	x	
Far-End Hop-Off	x	x	
Least Cost Routing	x	x	
Local Number Portability	x	x	
Media Server Selection Policy	x	x	
Network URL Dialing	x	x	
Originator Rate Center Based Routing	x	x	
Originator Redirect	x	x	
Pre-Typing Policy	x	x	
Private Extension Dialing	x	x	
Private SIMPLE	x	x	
Service Center Routing	x	x	
Session Initiation Messaging and Presence Leveraging Enhancements (SIMPLE)	x	x	
Subscriber Location Service	x	x	
Tandem Overflow	x	x	
Voice VPN – Private Dial Plan	x	x	

$ - Requires custom quote

Rate center

ALEXANDRIA
ALLEN
BAGDAD
BARDSTOWN
BEATTYVILLE
BEAVER DAM
BEDFORD
BENHAM LYNCH
BENTON
BESSIE BEND
BLOOMFIELD
BLUFF SPRINGS
BOWLING GREEN
BREMEN
BURGIN
BUTLER
CALHOUN
CAMPBELLSBURG
CAMPBELLSVILLE
CARLISLE
CARROLLTON
CENTERTOWN
CENTRAL CITY
CHAPLIN
CLOVERPORT
CORBIN
CORNISHVILLE
COVINGTON
CRAB ORCHARD
CROPPER
CYNTHIANA
DANVILLE
DRAKESBORO
ELIZABTHTOWN
ELKHORN CITY
ELKTON
EMINENCE
ENSOR
FEDSCREEK
HARTFORD
HAWESVILLE
HENDERSON
HICKMAN
HOPKINSVILLE
INDEPENDENCE
INEZ
ISLAND
JACKSON
JELLICO
JORDAN
JUNCTION CITY
KIRKSVILLE
LA GRANGE
LAWRENCEBURG
LEBANON JUNCTION
LEXINGTON
LITTLE ROCK
LIVERMORE
LOUISA
LOUISVILLE
MACEO
MACKVILLE
MADISONVILLE
MARTIN
MAYFIELD
MAYSVILLE
MCCARR
MCDANIELS
MCDOWELL
MEADS
MIDDLESBORO
MILLERBURG
MILTON
MOORESVILLE
MORGANFIELD
MORGANTOWN
MOUNT EDEN
MT STERLING
PERRYVILLE
PIKEVILLE
PINEVILLE
PLEASANT RIDGE
PORT ROYAL
PRESTONSBURG
RICHMOND
ROSE TERRACE
RUSSELLVILLE
SACRAMENTO
SADIEVILLE
SALVISA
SEBREE
SHARON GROVE
SHELBYVILLE
SHEPHEDSVILLE
SIMPSONVILLE
SORGHO
SO WILLIAMSON
SPRINGFIELD
STAMPING GROUND
STANFORD
STANLEY
STANTON
STONE
SULPHUR
TAYLORSVILLE
TRENTON
UTICA
VIRGIE
W LOUISVILLE
WACO
WADDY
WALLINS CREEK
WALTON
WARFIELD
WATER VALLEY
WAYLAND
WEST POINT

FINCHVILLE
FORD
FORDSVILLE
FRANKFORT
FRANKLIN
FREEBURN
GEORGETOWN
GHENT
GILBERTSVILLE
GREENVILLE
GUTHRIE
HABIT
HANSON
HARLAN
HARRODSBURG
NEBO
NEON
NEW HAVEN
NEW LIBERTY
NO MIDDLETON
NORTONVILLE
OAK GROVE
FT CAMPBELL
OWENSBORO
OWENTON
PADUCAH
PAINTSVILLE
PANTHER
PARIS
PEMBROKE
WHITESBURG
WHITESVILLE
WILLIAMSBURG
WILLIAMSTOWN
DRY RIDGE
WILLISBURG
WINCHESTER
WOODBURN
ZONETON

Long-distance voice services
OneNet

Contents

Pricing

Description	per minute
switched - domestic outbound	$ 0.0211
dedicated - domestic outbound	$ 0.0194
switched - domestic inbound	$ 0.0205
dedicated - domestic inbound	$ 0.0191
Collect Calls	$ 1.0500
Directory Assistance	$ 1.0500
Calling Cards (no surcharge)	$ 0.0210

	MRC
DS1 dedicated access (initial 10 are no charge)	$ 100.00
ISDN PRI D channel	$ 104.00
Per Call Package / Includes Announcement Features; Routing Features; Call Redirection Features; Select Routing	$ -

Availability

Statewide

International calling is discounted at 27% (outbound) and 47% (inbound) off published list rates.

PIC of 0288 will be used on all ANI's.

Long-distance voice services
OneNet

The following features are available and pricing is ICB.

Outbound Features:
Dialing Plan
Basic Account Codes
Authorization Codes
Expanded Authorization Codes
Expanded Service Management System (ESMS)
Partitioned Data Base Management
Location sharing
* Type Location 1
*Type Location 2
*Type Location 3
Split Access Flexible Egress Routing (SAFER)-
Call Screening -
*Caller groups feature
*Screening groups feature
Private Network Interface
Network Intercept Announcments
Access Line Group Call Screening
Off Network Overflow on Termination Busy
Seven Digit International Dialing
Flexible Routing
Lata Pair Pricing
TeleBlock Service Provided by AT&T
Do Not Call Lists
*In House DNC List
*Allow/Overide List
*Third Party DNC List

Calling Cards
Network Remot Access(NRA)
*NRA Option I
*NRA Option II

*NRA Option IV
* NRA Overseas Expanded

Toll Free Standard Features
Call Overflow
Split Access Flexible Egress Routing (SAFER)
Toll Free Multimedia Calling
Toll Free InformationFOwarding-2 (INFO-2)
Alternate Number Translation (ANT)
One Number Calling

Toll Free Advanced Features
Routing Features
*Area Code Routing
*Country Code Routing-
*Caller RecognitionRouting
*Exchange Routing
*Time Manager Routing
* Quick Call Allocator

Announcment Features
*Call Prompter
*Enroute Announcment
*Network Queuing Announcment
*AT&T Speech Recognition
*Courtesy Response
*Enhanced Announcements-

Call Redirection Features
*Alternate DirectionRouting (ADR)
*Next Available Agent Routing (NAAR)
*Transfer Connct
Speed Dial
Data Forwarding
Courtesy Transfer
Consult and Transfer
Conference and Transfer

Control Features
Route It
Toll Free Routing Control
Select Routing
AT&T Intellegent Call Processing (ICP)
AT&T Toll Free Multi Carrier Service
*Percent Allocation
*Time of Day
*Day of Week
*Special Days
*NPA
*NPA/NXX
*State
*LATA

AT&T NetPROTECT

Centrex services

Contents

Pricing

AT&T

Centrex Service

Station link	$	7.74
Common Equipment, system	$	110.00
Standard features, per station line	$	3.95
Centrex control, per line	$	3.95
Network Access Register (NAR)	$	17.94
Grouping Service, Business, per NAR made ro	$	3.75

Centrex Optional Features

Interoffice Channels, Per Non-ISDN service ch	$	16.50
Interoffice Channels, Per Non-ISDN service ch	$	1.15
Digital Termination (1.544 Megabits), per Ter	$	325.00
BellSouth Primary Rate ISDN Non-Distance Se	$	97.50
PRI Interface for an Interexchange Carrier, ea	$	277.50
PRI (DMS-100, 5ESS), Per interface for connec	$	262.50
BellSouth Centrex service PRI telephone numl	$	0.20
ACD, Basic (DMS-100), per ACD group	$	143.00
ARS-Basic, per system	$	7.50
ARS Basic per line (5ESS)	$	0.20
ARS-Delux, per system	$	7.50
ARS-Deluxe, route selection patterns, per pat	$	0.25
Delay Announcement, per announcement	$	27.50
Hunting Arrangements-UCD, Per UCD group,	$	5.90
Queuing (Incoming), per hunt group	$	7.10
Assigned Telephone Numbers without Faciliti	$	0.15
SMDI, per Link, Analog (1200 bps)	$	370.00
SMDI, per Link, Analog (9600 bps)	$	330.00

MegaLink/LightGate Station Line Feature at C	$	5.00
Bill Mgmt-Standard Software Package and Su	$	50.00
MemoryCall Answering SvcPlus 90 Minutes of	$	5.00
MemoryCall Voice Mail Flat Rate	$	8.00
MemoryCall Del VMS-Agreement Gov/Ed 120	$	8.00
MemoryCall Deluxe Voice Msg Inc 200Min-Ea	$	10.00

CBT

Per line	$	18.91
Mileage to different CO - per mile	$	1.19
Mileage to different CO - per circuit	$	58.03
Hunting - per line	$	17.63
Voice Mail	$	12.00
Deluxe Call Forwarding	$	12.00
Distinctive Ring	$	4.00
secondary location (inside co includes pic)	$	7.26
9zc fed access line charge - (must pay for 25 c	$	4.26
Listings - per listing line	$	7.50
ART - Common Equipment for ESS equipment	$	125.00
AR5 - Facility Term in Pattern	$	4.75

WS

Network Access Register (NAR)	$	32.00
Analog Station Line w/Feature Group 1000	$	11.09
Analog Station Line w/Feature Group 2000	$	11.27
Analog Station Line w/Feature Group 3000	$	12.37
Digital (ISDN) Centrex Service Line		
2-25 lines, per line	$	31.50
26-50 lines, per line	$	26.80
51-100 lines, per line	$	26.10
101-200 lines, per line	$	25.85

201-250 lines, per line	$	25.60
Digital (ISDN) Centrex B & D Channels		
B-Voice, per line	$	4.00
B-Voice/CSD, per line	$	14.50
B-Packet, per channel	$	120.00
D-Packet, per channel	$	5.00
Feature Packages per digital service voice channel, when MBKS does not apply		
1000 Package	$	2.00
2000 Package	$	2.75
3000 Package	$	4.00
Digital (ISDN) Centrex Feature Packages		
MBKS Basic Feature Package, per line	$	6.00
MBKS Deluxe Feature Package, per line	$	8.00
MBKS 3000 Deluxe Package, per line	$	12.00
Data Feature Package 1000, per line	$	3.00
Data Feature Package 2000, per line	$	5.00
Attendant Services, per line	$	25.00
X.25 Basic Package		NC
X.25 Deluxe Package, per line	$	5.00
CClass Feature Package per line		
2-25 lines	$	5.00
26-50 lines	$	4.50
51-over lines	$	4.00
Maximum total charge for CCLASS Feature Packag	$	400.00
Attendant Feature Package per attendant	$	75.00
Additional Numbers, Monthly Rate each	$	2.00
Assigned Windstream Centrex Numbers Not in Us	$	0.15
Attendant Data Link Console Interface Monthly Ra	$	70.00
Attendant Flexible Night Answer Monthly Rate, pe	$	0.75
Attendant Identification Multiple Directory Numb	$	0.70
Attendant Pre-Determined Night Answer Monthly	$	1.00
Attendant Universal Night Answer Monthly Rate,	$	0.20
Authorization Codes Monthly Rate, per 100 codes	$	0.30

Automatic Line Monthly Rate, per line	$	1.00
Automatic Route Selection Monthly Rate, per line	$	0.35
Caller ID-Number		
2-25 lines	$	6.00
26-50 lines	$	4.50
51-over lines	$	2.00
Maximum total charge for Caller ID Number, per (	$	200.00
Call Trace, per line	$	6.00
Code Calling Access Monthly Rate, per system	$	25.00
Conference Calling Monthly Rate, per port group	$	40.00
Dictation Access Monthly Rate, per system	$	40.00
Direct Station Selection/Busy Lamp Field Monthly	$	1.75
Do Not Disturb Monthly Rate, per line	$	0.75
FX/FCO Access Monthly Rate, per termination	$	20.00
Interactive Display Monthly Rate, per line	$	0.50
Maximum Monthly Rate, per system	$	35.00
Limited Automatic Call Distribution Monthly Rate,	$	0.30
Meet-Me Conference Monthly Rate, per system	$	40.00
Music On Hold Monthly Rate, per system	$	25.00
Paging/Public Address Access Monthly Rate, per s	$	25.00
Pilot Number Hunt Groups Monthly Rate, per con	$	0.10
Preferential Hunting Monthly Rate, per line in hur	$	0.30
Preset Conference Monthly Rate, per system	$	40.00
Priority Queuing Monthly Rate, per line in queue (	$	0.30
Proprietary Set Interface Monthly Rate, each	$	5.00
Recorded Announcement-Custom Monthly Rate,	$	40.00
Second and Third Recorded Announcements Mon	$	35.00
Speed Call Long List (Additional Systems) Monthly	$	0.30
Stop Hunt Monthly Rate, each	$	1.00
Terminal Make Busy Monthly Rate, each	$	1.00
Tie Line Facility Access Monthly Rate, per termina	$	20.00
T1 Access Monthly Rate, per termination	$	100.00
Call Selector, per line	$	4.00

WATS Access Monthly Rate, per termination	$	1.50
800/877/888 Service Access Monthly Rate, per te	$	1.50
Windstream Digital (ISDN) Centrex		
Additional Numbers	$	2.00
Circuit Switched Data Direct Connect, per line	$	1.00
Circuit Switched Data Closed User Group, per	$	1.00

Availability

AT&T, WS and CBT territory in the following cities:

Frankfort
Louisville
Lexington
Ashland
Bowling Green
Covington
Danville
Elizabethtown
Hopkinsville
Hazard
Madisonville
Morehead
Owensboro
Paducah
Pikeville
Prestonburg
Paintsville
Somerset
Winchester

Primary rate ISDN (PRI) services

Contents

Pricing

Description		MRC
PRI (includes access, interface, IOC, 23B+D channels and telephone numbers)	$	450.00
Calling name delivery	$	10.00
PRI overflow	$	10.00

		NRC
PRI Standard Installation Charge	$	-
PRI Expedite Installation Charge	$	250.00

Availability

PRI service is widely available throughout the state and is determined on a per Wire Center basis at time of order.

SIP trunking

Contents

Pricing

Description	**MRC**
option 1	
concurrent call path	$ 16.00
includes unlimited on- and off-net local and domestic LD	
option 2	
concurrent call path	$ 11.00
off-net domestic LD $0.015/min	

Availability

BVoIP rate centers.

Customer utilizes existing AVPN circuit for SIP trunking transport.

Co-location services

Contents

Pricing

Description		**MRC**
Rack and Power		
5 Rack Cage	$	4,827.00
120v 20a (active/failover)-L5-20 per circuit, Al	$	311.00
120v 20a (active/failover)-L5-20 per circuit, Li	$	262.00
Backend Connectivity		
Fiber Cross Connect (need 2 at each IDC)	$	250.00
Remote Hands Service		
Half Hour On Demand - $110		
0-5 hours	$	880.00
0-15 hours	$	2,240.00
0-25 hours	$	3,960.00

Availability

Allen , TX

Lithia Springs, GA

Application management

Contents

Pricing

Description	MRC
ATA - Application Traffic Analyzer, Small	$56.25
ATA - Application Traffic Analyzer, Medium	$90.00
ATA - Application Traffic Analyzer, Large	$183.75
WAN Acceleration - Small Site, Appliance	$708.00
WAN Acceleration - Small Site, Network Module Cards, Type 1NM	$510.00
WAN Acceleration - Small Site, Network Module Cards, Type 2NM	$570.00
WAN Acceleration - Small Site, Network Module Cards, Type 3NM	$660.00
WAN Acceleration - Small Site, Network Module Cards, Type 4NM	$780.00
WAN Acceleration - Medium Site	$1,080.00
WAN Acceleration - Large Site	$2,400.00
WAN Acceleration - XL/Data Center	$5,160.00
WAN Acceleration - Central Manager	$708.00

Availability

Statewide - where customer has MRS.

Notes:

ATA Supported WAN Bandwidth Matrix
Small - Up to and including 4xT1/E1, or up to a max of 8 Megabits for an Ethernet connection.
Medium - Above 4xT1/E1, up to and including T3/E3/DS3, or up to a max of 50 Megabits for an Ethernet connection.
Large - Above T3/E3/DS3, up to and including OC3/STM-1, or up to a max of 200 Megabits for an Ethernet connection.
ATA required for reporting purposes.

WAN Acceleration Bandwidth Matrix
Small - Maximum Bandwidth 16 Megabits
Medium - Maximum Bandwidth 90 Megabits
Large - Maximum Bandwidth 310 Megabits
XL/Data Center - Maximum Bandwidth 1 Gigabit

Other optional services

Contents

consulting services

Pricing

Description	MRC
hourly rate	$210.00

pinpoint service

Pricing

Description	MRC	NRC	
DID			
Up to 1,000 station records	$178.00	$3,600.00	(NRC is per customer, MRC is per 1000 records)
1,001 to 4,000 station records	$155.00	$4,800.00	
4,001 or more station records	$130.00	$5,900.00	
PRI			
1st number	$95.00	$3,100.00	
each additional number	$0.05	$0.00	
Local Channels			
First channel, each		$475.00	
Additional channels, each		$105.00	
Each channel	$55.00		
Per system disconnect		$2,500.00	

platform as a service

Pricing

Description	MRC
Premium User Fee (per user)	$50.00
Unlimited User Fee (per user)	$75.00
Mobile User Fee (per user)	$10.00
ISV Sandbox User Fee	$5.00
OnRamp User Fee (per user)	$5.00

Overages per Package Type

Package	
Overage - Storage (per GB*) - ISV Sandbox	$150.00
Overage - Storage (per GB*) - OnRamp, Premium, Unlimited	$150.00
Overage - API Usage (per 1k calls*) - ISV Sandbox, OnRamp, Premium	$0.50
Overage - API Usage (per 1k calls*) - Unlimited	$0.50
Overage - Traffic (per GB*) - ISV Sandbox, OnRamp	$0.35
Overage - Traffic (per GB*) - Premium, Unlimited	$0.35
Overage - Page Views (per 1k views*) - ISV Sandbox, OnRamp	$0.60
Overage - Page Views (per 1k views*) - Premium	$0.60
Overage - Page Views (per 1k views*) - Unlimited	$0.60

*designates that rate is charged on a fraction of use basis (e.g., for per GB rate, 500MB will be charged as 0.5 * per GB rate)

Compute as a service

Pricing

Description	MRC
VM Processor, 1 to 8 vCPU	$0.045 per vCPU per hour
VM Memory, 1 to 64 GB	$0.035 per GB per hour
VM Storage, Up to 2 TB	$0.15 per GB per month
Networking Resources	
Load Balancer	$0.03 per virtual IP address per hour
Load Balancer Traffic	$0.02 per GB
Public IPv4 Address	$0.01 per IP address, per hour
Additional Storage	
Private Library Storage	$0.15 per GB per month
Data Access	
Internet Data Transfer	$0.10 per GB

AT&T VPN Data Transfer	$0.10 per GB
Other Private Networking	No data transfer fee; standard network charges apply.

storage as a service

Pricing

Description	**MRC**
Component #1-Data Transfer Pricing	
Public Internet: Inbound Data Transfer	$0.10 per GB
Public Internet: Outbound Data Transfer	$0.10 per GB
Private Network	Varies
Cloud Support: Enhanced	$19.95 per user per month
Component #2-Cloud Storage	
Policy #1-Location Protection (data stored in one location and protected using erasure coding)	
Tier 1 (0-10 TB), per GB	$0.175
Tier 2 (10-50 TB), per GB	$0.170
Tier 3 (50-100 TB), per GB	$0.165
Tier 4 (100-500 TB), per GB	$0.160
Tier 5 (500-1,000 TB), per GB	$0.155
Tier 6 (1,000+ TB), per GB	$0.150
Policy #2-Remote Replication (data objects are stored in two locations)	
Tier 1 (0-10 TB), per GB	$0.225
Tier 2 (10-50 TB), per GB	$0.220
Tier 3 (50-100 TB), per GB	$0.215
Tier 4 (100-500 TB), per GB	$0.210
Tier 5 (500-1,000 TB), per GB	$0.205
Tier 6 (1,000+ TB), per GB	$0.200
Policy #3 - Compression (data is compressed to reduce file size. Data stored in one location and protected using erasure coding)	
Tier 1 (0-10 TB), per GB	$0.175
Tier 2 (10-50 TB), per GB	$0.170
Tier 3 (50-100 TB), per GB	$0.165
Tier 4 (100-500 TB), per GB	$0.160
Tier 5 (500-1,000 TB), per GB	$0.155
Tier 6 (1,000+ TB), per GB	$0.150

Policy #4 - WORM (data is compressed to reduce file size and may not be altered after storage. Data stored in one location and protected using erasure coding)

Tier 1 (0-10 TB), per GB	$0.175
Tier 2 (10-50 TB), per GB	$0.170
Tier 3 (50-100 TB), per GB	$0.165
Tier 4 (100-500 TB), per GB	$0.160
Tier 5 (500-1,000 TB), per GB	$0.155
Tier 6 (1,000+ TB), per GB	$0.150

internet, ddos protect

Pricing

Description	MRC	NRC
internet protect, 15 logins	$1,000.00	$2,500.00
ddos protect, 1-5GB protection	$2,035.00	
ddos protect, 3-4GB protection	$2,310.00	
ddos protect, 5-6GB protection	$2,805.00	
ddos protect, 10GB protection	$6,600.00	

Ethernet Private Line

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Service	Monthly Charge	Installation Charge
Ethernet IOC Speed: 10 GigE	$0.00	N/A
IOC Location A - From: CNCOOHFP Cincinnati/OH Location Z - To: EFFTKYPP – Frankfort/KY		
LOCATION A Access at this location is provided under this Pricing Schedule Site Address Street Address: 7190 Industrial Road City, State: Florence ,KY Zip Code: 41042 SWC CLLI Code: SEAP/IGLOO SERIAL # *(AT&T administrative quote ID)*: _____ USO# (*AT&T administrative quote ID*): _____		
LOCATION Z Access at this location is provided under this Pricing Schedul Site Address Street Address: 101 Cold Harbor City, State: Frankfort, KY Zip Code: 40601 SWC CLLI Code: SEAP/IGLOO SERIAL # *(AT&T administrative quote ID)*: _____ USO# (*AT&T administrative quote ID*): _____		
Minimum Payment Period: 72 months **Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges – 100%**		

Service	Monthly Charge	Installation Charge
Ethernet IOC Speed: 10 GigE	$0.00	N/A
IOC Location A - From: CNCOOHFP Cincinnati/OH Location Z - To: EFFTKYPP – Frankfort/KY		
LOCATION A Access at this location is provided under this Pricing Schedule Site Address Street Address: 7190 Industrial Road City, State: Florence ,KY Zip Code: 41042 SWC CLLI Code: SEAP/IGLOO SERIAL # *(AT&T administrative quote ID)*: _____ USO# (*AT&T administrative quote ID*): _____		
LOCATION Z Access at this location is provided under this Pricing Schedul Site Address Street Address: 100 Minuteman Parkway City, State: Frankfort, KY		

PRICING ABOVE RESTRICTED TO TWO CIRCUITS ONLY AND MAY NOT BE USED FOR ANY ADDITIONAL SERVICES.

Taxes, Fees and Surcharges

Contents

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Universal Connectivity Charge	16.10%
Administrative Expense Fee	0.88%
Property Tax Allotment	4.05%
Federal Regulatory Fee	2.44%
Federal Access Recovery Fee	0.50%
Carrier Line Charge (1FB)	$0.27
Carrier Line Charge (centrex line)	$0.04
FCC (centrex line)	$7.13
FCC (pri)	$39.20

Service	Item	UCC	AEF	PTA	FRF	FARF	CLC	FCC	State/Local Taxes	Note
AVPN	Access portion only	Y	Y	Y	Y	N	N	N	6% 1.31% 0.001% - 3.000%	Sales Tax KY Gross Receipts Tax Surcharge School Tax - rate depends on local taxing jurisdiction
Managed Internet Service	Access portion only	N	N	N	N	Y	N	N	0.001% - 3.000%	School Tax - rate depends on local taxing jurisdiction
Cloud internet	Network Based Firewall	N	N	N	N	N	N	N		No State and Local tax
Managed Router Service		N	N	N	N	N	N	N	6%	Sales Tax
OneNet	Interstate	Y	Y	Y	Y	N	N	N	6% 1.31%	Sales Tax KY Gross Receipts Tax Surcharge
Lines	0288 PIC's outbound lines	N	N	N	N	N	Y	N	$.32 - $4.50	Local 911 Charge - per concurrent calls/Lines
Managed Security Services		N	N	N	N	N	N	N	6% 1.31%	Sales Tax KY Gross Receipts Tax Surcharge
IP Flex	Usage and Service	Y	Y	Y	Y	N	N	N	6% 1.31% 0.001% - 3.000% $.32 - $4.50	Sales Tax KY Gross Receipts Tax Surcharge School Tax - rate depends on local taxing jurisdiction Local 911 Charge - per concurrent calls
Centrex service	Intrastate portion	N	N	N	N	N	N	Y	6% 1.31% 0.001% - 3.000%	Sales Tax KY Gross Receipts Tax Surcharge School Tax - rate depends on local taxing jurisdiction
PRI service	Interstate portion Intrastate portion	Y N	Y N	Y N	Y N	N N	N N	N Y	6% 1.31%	Sales Tax KY Gross Receipts Tax Surcharge
Hosted VoIP (HVS)		N	N	N	N	N	N	N	6% 1.31% 0.001% - 3.000%	Sales Tax KY Gross Receipts Tax Surcharge School Tax - rate depends on local taxing jurisdiction

Disclaimer – The data regarding taxes, fees and surcharges is for informational purposes only. The rates change over time. AT&T makes no assurance that these numbers are exact or will be the actual amount charged.