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February 07, 2023

Nickon Etminan
Buyer II
DuPage County
421 N County Farm Rd
Wheaton, IL 60187

Dear Mr. Etminan:

With a large footprint, DuPage County needs fast and efficient connections among its locations to handle business-critical traffic. Therefore, you want to update your network connectivity services to enhance your operations.

AT&T understands your objectives and the priorities that are driving change to your network. We've designed an integrated, cost-effective solution to meet DuPage County's key requirements.

Our proposed solution offers you

- Comprehensive account team support, customer service, and account management
- Outstanding network reliability and performance
- Decreased capital expenditures by using AT&T infrastructure, network, and staff
- Improved operational efficiencies with a cost-effective, reliable network solution

With our innovation, experience, and dedication, we're well-positioned to help DuPage County realize the greatest benefits from its communication network. We'll collaborate extensively with you to make sure the service we provide helps you achieve your business objectives. In addition, we'll back our services with the ongoing support of an experienced account team.

We're eager to develop our relationship with you, and we look forward to working together on this important project. I'll follow up with you soon to discuss our proposed solution.

Sincerely,

A handwritten signature in cursive script that reads "Dusk Koenig".

Dusk Koenig
Client Solutions Executive



Connecting Your World

AT&T Response to The County of DuPage's RFP for Stormwater Private Network Services

February 07, 2023

Dusk Koenig
AT&T
Client Solutions Executive
225 W Randolph St -- Z1
Chicago, IL 60606, United States
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Proposal Validity Period—The information and pricing contained in this response (the "Response" or the "Proposal") is valid for a period of **thirty (30) days** from the date written on the Proposal cover page, unless rescinded or extended in writing by AT&T.

Terms and Conditions—This Proposal is conditioned upon negotiation of mutually acceptable terms and conditions.

Proposal Pricing—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this Proposal. Any changes or variations in the proposed terms and conditions, the products/services/quantities, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

Providers of Service—Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. Either AT&T Corp. or AT&T Mobility National Accounts LLC is the proposer for itself and on behalf of its service-providing affiliates.

Software—Any software used with the products and services provided in connection with this Response will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they will take precedence over any agreement between the parties as relates to such software.

Copyright Notice and Statement of Confidentiality—©2023 AT&T Intellectual Property. AT&T and Globe logo are registered trademarks and service marks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks are the property of their respective owners. The contents of the Proposal (except for pricing applicable to E-rate funded services) are unpublished, proprietary, and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.



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Executive Summary

Your business succeeds by ensuring your stormwater monitoring devices are working properly and connected to your network at all times. Your continued success depends on having key partners and network communications that can provide the same level of service and quality that you demand from your own organization. The right supplier should become an extension of your organization so that you can focus on your core business.

This private network communication is critical for the monitoring and operation of the flood control facilities. The connections must provide complete route diversity to complement the existing infrastructure.

We provide an intuitive, self-service web interface that enables easy, near-real-time provisioning, network scaling, and management for AT&T Switched Ethernet on Demand services. This portal enables you to add sites, deploy or change services, and scale bandwidth up or down to meet unexpected demand or seasonal fluctuations.

Our flexible AT&T Switched Ethernet on Demand solution allows you to adjust your network capacity during off season months to help you reduce expenses.

DuPage County must have an infrastructure in place that will support operations and future objectives effectively. You want a supplier that can help you build a network platform to support these objectives:

- Eliminate costs from areas not related to your core competencies
- Reduce your operational risk
- Improve performance
- Increase the productivity and efficiency of your staff
- Enhance the services that you provide
- Improve your operational efficiency
- Consolidate vendors
- Increase efficiency by purchasing bundled services



Solution Overview

We've carefully reviewed your business and technology goals and designed a flexible, cost-effective solution that allows you to streamline your operations. Our solution for DuPage County is a good value and a smart investment because it not only meets your current needs, but it can easily scale to meet future demands.

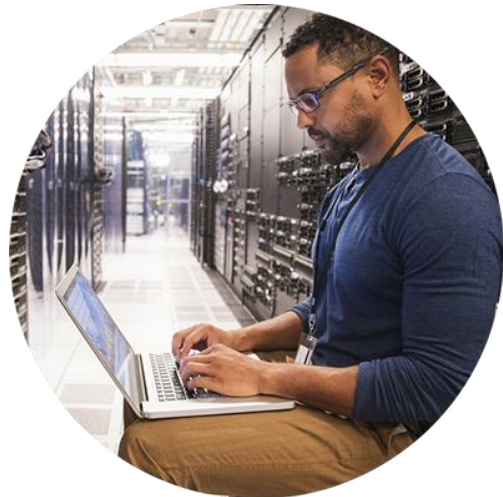
The key components of your solution include the following:

AT&T Switched Ethernet on Demand (ASEoD) is a transport service that transmits Ethernet traffic among multiple locations and uses AT&T Network on Demand to provision and scale bandwidth and other network services. AT&T Switched Ethernet on Demand (ASEoD) provides user-friendly, web-based network configuration and management and simplified contracting for most network services.

AT&T Advantages

DuPage County will benefit from working with AT&T because we have the expertise, experience, and resources to meet your needs. Here are a few advantages:

- **#1 in Customer Satisfaction**—AT&T ranked #1 in customer satisfaction with Large Enterprise and Medium Business Wireless and Wireline service in the latest J.D. Power studies (July 2022, October 2021).



Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.



Your Account Team

Name	Title	Phone Number	Email
Dusk Koenig	CLIENT SOLUTIONS EXECUTIVE 3	+1 630.217.3958	dusk@att.com
Jim Scavo	SALES SYSTEM ENGINEER 3	+1 616.240.6063	jim.scavo@att.com

You'll see from our proposal that we understand your objectives and have the expertise and resources to support them. We look forward to working with you to help you reach your goals.



RFP Response



The County of DuPage
Finance – Procurement, 3-400
421 North County Farm Road
Wheaton, Illinois 60187

DUPAGE COUNTY

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received, and time stamped by the Procurement Officer for The County of DuPage ("County") on or before, February 7, 2023 at 2:30 p.m. at DuPage County, Finance – Procurement 3-400, 421

N. County Farm Road, Wheaton, IL 60187-3978 by qualified firms to provide services for the following contract: STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM. Bid document,

including specifications, may be obtained from the Finance Department by email at Nickon.Etminan@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by facsimile (fax) will not be accepted.

WOMEN, MINORITY, AND VETERAN OWNED BUSINESSES ARE ENCOURAGED TO SUBMIT BIDS ON THIS PROJECT.

Due to the COVID-19 crisis, there are some process changes to the solicitations for bids and proposals including bid openings:

- 1) Bid openings will not be open to the public. Following current standard practice, all bid openings will be attended by two County employees.
- 2) Procurement will accept electronic bid submissions (by email) and electronic signatures.



3) Bids do not have to be notarized before submission.

Date	RFP Event Activity
January 20, 2023	Legal Notice Advertisement Placed
January 27, 2023 4:00 p.m.	Questions due to Buyer Email: Nickon.Etminan@dupageco.org
January 31, 2023 4:00 p.m.	Final Q&A Addendum Published
February 7, 2023 2:30 p.m.	Submittals Due to Finance Department

AT&T Response:

AT&T has read and understands.



SECTION 1 - PROJECT INFORMATION

Ö	SUBMITTAL CHECKLIST
	Original signed bid with one (1) PDF on Flash Drive Bid Form Pricing Bid Form Signature Page Mandatory Form Required Vendor Ethics Disclosure Statement W-9 References

AWARDED CONTRACTOR REQUIREMENTS	
Awarded Vendor Questionnaire	Due within 60 days of Notice of Award https://mwv.dupageco.org/
Illinois Secretary of State Corporate/LLC Certificate of good standing for current year	Due within 15 days of Notice of Intent to Award http://www.cyberdriveillinois.com/departments/business_services/howdoi.html

AT&T Response:

AT&T has read and understands.



SECTION 2 - INSTRUCTIONS TO BIDDERS

- 1) **ON-LINE NOTIFICATION OF SPECIFICATIONS:** This document is available over the Internet at www.DemandStar.com, as well as from the contact listed in this document. Adobe Acrobat Reader is required to view electronic documents on-line. If you do not have Adobe Acrobat Reader, you may download it for free from Adobe at www.adobe.com/products/acrobat/readstep.html. Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407- 6190 for these documents. Companies interested in doing business with the County can register and maintain their registration via the Internet at www.DemandStar.com. Registration is not required but if you choose to register you will receive automatic initial notification from DemandStar of relevant opportunities with the County of DuPage. The County is not responsible for errors and omissions occurring in the transmission or downloading of any specifications from this website. In the event of any discrepancy between information on this website and the hard copy specifications, the terms of the hard copy specification will control.
- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.
- 3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation. No contact regarding this document with other County employees or officers is permitted. A violation of this provision may be grounds for the County to reject the Bidder's proposal. If it is later discovered that a violation has occurred, the County may reject any proposal or terminate any contract awarded pursuant to this solicitation. Questions and answers regarding the Scope of Work/Specifications will be shared with all bidders.



- 4) **BID INFORMATION AND QUESTIONS:** Each Proposal that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Proposals, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this document, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- 5) **BID SUBMISSION:** To be considered, the Proposal must be prepared in the manner and detail specified in this document. Proposals must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to DuPage County Finance – Procurement at 421 North County Farm Road, Room 3-400 Wheaton, IL 60187. Proposals received after the above deadline may not be accepted and may be returned to the Bidder unopened. The Finance-Procurement timestamp shall be the official time. The opening of a Bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bidder. Bidders must sign, in ink, the Proposal Form if indicated. Unsigned Proposals will not be considered. An authorized official must sign the Proposal. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.

Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the attached label secured to the lower left-hand corner.

Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all the stipulations and requirements contained therein.



All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.

All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.

Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).

6) CONTRACT AWARD: The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the document. All Proposals must be for a firm fixed price unless specified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Proposal does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive. The successful Bidder will be asked to sign a contract agreement (sample attached).

7) WITHDRAWAL:

- a) By the Bidder: Bids may only be withdrawn by written notice prior to the deadline date set for the opening of Bid. No Bid may be withdrawn after the deadline for submission.
- b) By the County: The County may withdraw Bids at any time, for any reason, prior to execution of the Contract.



- 8) **ALTERNATE/ EQUAL BIDS:** The specifications cannot cover precisely, all minute details of the equipment required. Therefore, for purposes of establishing a standard of quality, the items listed in the specification may state brand names, manufacturer's models, numbers, et cetera. The County of DuPage, for cost effective measures, standardizes on specific items; those bids will contain the language "No Substitutions," and any alternative will not be considered. A generic or alternate brand product of equal specifications may be proposed as an alternative for the item identified unless "No Substitutions" is indicated. However, in bidding the alternate item, the bidder must also attach manufacturer's printed specifications and literature. Bidders are encouraged to submit cost-saving/value-added alternate bid pricing suggestions, such as rebates, creative lease agreements, extended warranty periods, trade-in allowances, or the availability of discounts for floor model or demonstrator units at significant savings. Any alternate pricing should be noted as a separate line that may be subtracted from the bid pricing as specified, allowing for clear evaluation and value-analysis by the County. The County recognizes the expertise provided by many bidders and encourages creativity in bidding. Alternates may be considered if the bid submitted clearly indicates what will be furnished and how it will benefit the County. Alternates will be compared to the lowest responsive, responsible bid as specified.
- 9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.
- 10) **REJECTION:** The County reserves the right to reject any or all Proposals, or to accept or reject any Proposal in part, and to waive any minor informality or irregularity in Proposals received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Proposal from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti- kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.



11) PROCUREMENT POLICY: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.

12) PROPRIETARY INFORMATION: Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is “trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested.” 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception

13) NON-DISCRIMINATION: DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.

14) CONTRACT NEGOTIATION: All Proposals must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County’s policies have been fulfilled.

AT&T Response:

AT&T understands.



15) DISQUALIFICATION OF RESPONDENTS: Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:
Evidence of collusion among Bidders.

Lack of competency as revealed by either financial, experience, or equipment statements.
Lack of responsibility as shown by past work. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.

16) BIDDER RESPONSIBILITIES: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful. The selected Bidder must remain capable of providing all services proposed as described under Specifications and/or Scope of Work Section and must maintain those capabilities until the agreement is successfully finished. The successful Bidder will be responsible for all Services in this Bid as they are provided or performed by the Successful Bidder. Further, the County will consider the Successful Bidder(s) to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the cost of any contract.

17) DISCLOSURE OF CONTENTS: All information provided in the Bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the Bid becomes the property of the County and may be returned only at the County's option. Bidders must make no other distribution of their Bids other than authorized by this BID. A Bidder who shares cost information contained in its Bid with other County personnel or competing Bidder personnel shall be subject to disqualification. Bidders shall not be provided any information about other Bids or prices or where the Bidder stands in relation to others at any time during the evaluation process. Any request for such information by a Bidder, or an affiliated party may be viewed as a compromise to the evaluation process and the requesting Bidder may be eliminated from further consideration.

18) COMPLIANCE WITH ILLINOIS STATE LAW: By submitting a response, Bidder [Proposer] certifies that it has obtained all required authorizations, certifications, and/or licenses required by law to perform the work described herein and transact business within the State of Illinois. This may include but is not limited to, in the case of a foreign business corporation, limited liability company, limited partnership, or limited liability partnership,



authorization from the Illinois Secretary of State to transact business within the State of Illinois.

http://www.cyberdriveillinois.com/departments/business_services/howdoi.html.

AT&T Response:

AT&T understands.



SECTION 3 - GENERAL CONDITIONS

- 1) **ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB):** If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.
- 2) **APPLICABLE CODES AND ORDINANCES:** Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.
- 4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor. Illinois law requires that changes more than \$10,000 or extensions greater than thirty (30) days must comply with the Criminal Code. The Procurement Services Division shall issue to the successful contractor a written change order to the original contract; such change orders shall be binding upon both parties thereto and shall in no way invalidate or make void the terms of the original contract not modified by such change.
- 5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.
- 6) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as



County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.

- 7) CONTRACTOR PERFORMANCE:** The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications.

The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.

- 8) DISCIPLINE:** Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.

- 9) DRUGFREE WORKPLACE:** The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

- 10) ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.

- 11) F.O.B.:** All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.

- 12) FORCE MAJEURE:** The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.

- 13) HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees



from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.

14) HOLDING OF BIDS: Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids.

15) INDEMNITY: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.). Such indemnity shall not be limited because of the enumeration of any insurance coverage or bond herein provided. Nothing contained herein shall be construed as prohibiting the County, its officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. The Contractor shall likewise be liable for the cost, fees and expenses incurred in the County's or the Contractor's defense of any such claims, actions, or suits. The Contractor shall be responsible for any damages incurred because of its errors, omissions or negligent acts and for any losses or costs to repair or remedy construction because of its errors, omissions or negligent acts. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq. because of indemnification or insurance.

16) LAW GOVERNING: The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.

17) VENUE: By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision,



will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

- 18) LIABILITY OF CONTRACTOR:** The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.
- 19) LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
- 20) LOBBYIST REGISTRATION:** Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois
- 21) MSDS:** When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.
- 22) MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 23) NON-DISCRIMINATING:** The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 24) PATENTS:** Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the



County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor or his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.

25) PAYMENT: Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.

26) PROTEST: Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.

26) RESERVATION OF RIGHTS: The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering



value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

- 1) The Bidder's failure to meet the mandatory requirements of the ITB will result in the disqualification of the bid from further consideration.
- 2) The County further reserves the right to reject all bids and obtain goods or services through intergovernmental or cooperative agreements, or to issue a new and revised ITB.
- 3) Submission of a bid confers no rights on the Contractor to a selection or to a subsequent contract. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion and shall be made in the best interest of the County.

27) TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.

28) TRANSFER OF OWNERSHIP OR ASSIGNMENT: The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.

AT&T Response:

AT&T understands.



SECTION 4 - SPECIAL CONDITIONS

1) **ACCURACY DISCLAIMER:** The Contractor shall thoroughly acquaint himself with the sites for the proposed bid to fully understand the facilities, difficulties and restrictions attending to the execution of the bid. The Contractor will be allowed no additional compensation for his failure to be so informed.

2) **ADDITIONAL MISCELLANEOUS REQUIREMENTS:** The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title of interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the County. The County staff will not take delivery of any equipment or material. The Contractor shall have a representative on-site to receive any equipment or material delivered for this project.

3) **CONTRACT TERM AND RENEWAL:** This contract shall be effective for a three (3) year term period with a start date of 04/01/2023 and a completion date of 03/31/2026.

The contract shall be subject to one (1) additional one-year term period provided there is no change in the terms, conditions, specifications, and prices and provided that such renewals are mutually agreed to by both parties. In no event shall the term plus renewals exceed four (4) years.

4) **SPLIT BIDS:** Contractors may bid on one or more categories, if applicable to the bid. The County of DuPage reserves the right to award by total bid, by single item or by any combination of items, in accordance with our language in the Bid Document relating to Contractor selection (or rejection) in the best interest of the County of DuPage.

5) **CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:

- a. The Contractor provides material that does not meet the specifications of this contract;
- b. The Contractor fails to adequately perform the services set forth of this contract;



- c. The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract. Upon receipt of the written notice of concern, the Contractor shall have ten (10) days to provide a satisfactory, written response to the County. Failure on the part of the Contractor to adequately address all issues of concern may result in the County resorting to any single or combination of the following remedies: Cancel the contract; Reserve all rights or claims of damage for breach or any covenants of the contract; Perform any test or analysis on materials for compliance with the specifications of this contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne on the Contractor.

- 6) **LITERATURE:** Contractor must supply with their bid the latest printed specifications and advertising literature if pertains to proposal submitted.
- 7) **PROPERTY FURNISHED TO CONTRACTOR BY COUNTY OF DUPAGE:** All property furnished to the Contractor by the County of DuPage or specifically paid for by the County of DuPage, for use in the performance of this contract, shall be and remain the property of the County of DuPage, shall be subject to removal upon the County of DuPage's instruction, shall be used only in filling orders from the County of DuPage, shall be held at the Contractor's risk, shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the County of DuPage, and upon recall by County of DuPage shall be packaged at Contractor's expense for shipment to County of DuPage in accordance with County of DuPage's instructions. Copies of policies or certificates of such insurance will be furnished to County of DuPage on demand. It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this order/contract and (3) be returned upon request.
- 8) **QUANTITIES:** The County of DuPage reserves the right to increase or decrease the quantities shown herein at any time during the life of the contract to correspond to the actual needs of the County of DuPage.



- 9) **RELATED PURCHASES:** In the event items are purchased within the same category, i.e., a different Gates belt or hose than specifically itemized in the parts specification, the discount indicated on your bid for the group of items shall apply.
- 10) **THIRD PARTY AGREEMENT:** The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.
- 11) **VENDOR QUESTIONNAIRE:** In accordance with 35 ILCS 200/18-50.2, DuPage County is required to collect and electronically publish data from all vendors and subcontractors as to (1) whether they are a minority-owned, women-owned or veteran-owned business as defined by the Business Enterprise for Minorities, Women and Persons with Disabilities Act (30 ILCS 575/.01 et seq.) and (2) whether the vendor or any subcontractors hold any certifications for those categories or if the vendor or subcontractors are self-certifying; if self-certifying, the vendor and subcontractors shall disclose if they qualify as a small business under federal Small Business Administration standards. Following award of a contract by DuPage County, the awarded vendor must complete the following information for itself, and each subcontractor must separately complete the following information to perform work under this contract within 60 calendar days of the date of award.

AT&T Response:

AT&T understands.



SECTION 5 - INSURANCE REQUIREMENT

The Contractor and Subcontractors or Partners will purchase and maintain insurance for the coverages for a minimum of three (3) years after completion of the Contract.

Upon notice of acceptance of Bid, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to DuPage County licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing DuPage County thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect during the life of the contract, and until all work has been approved and accepted by DuPage County. The Proposer is responsible for all insurance deductibles and Self-Insured Retentions.

TYPE OF INSURANCE	MINIMUM LIMITS LIABILITY
1. Workers Compensation	Statutory
2. Employers Liability A. Each Accident & Disease	\$1,000,000
3. *Commercial General Liability	\$2,000,000
4. *Umbrella Excess Liability (over primary) Retention for Self-Insured Hazards (each occurrence)	\$1,000,000
5. *Business Auto Liability	\$1,000,000
* ALSO Required in addition to a Certificate of Insurance	
1) An Additional Insured Endorsement as well as endorsements for:	
2) Waiver of Subrogation and	
3) Insurance is Primary and Non-Contributory to additional insured insurance coverage	

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion.

At all times during the term of the contract, the Proposer and its independent contractors shall maintain, at their sole expense, insurance coverage for the Proposer, its employees, officers and independent contractors, as follows:

- It is the responsibility of Proposer to provide a copy of this BID to their insurance



- It may also be required that the Proposer's insurer and coverage be approved by the DuPage County prior to execution of the Contract.
- No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance. Insurance certificates shall also reference project name and BID NUMBER. Insurance Certificates with required endorsements should be emailed to: Nickon.Etminan@dupageco.org.

The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

CHANGES IN, OR TERMINATION OF, INSURANCE COVERAGE: The insurance carrier of the insured is required to notify DuPage County of termination of any of these coverage's, prior to the completion of any contract, at least 30 days prior to expiration.

INSURANCE RATING: All the above-specified types of insurance shall be obtained from companies that have at least an A rating in Best's Guide or the equivalent.

SURVIVAL OF INDEMNIFICATION: The indemnification described above shall not be limited due to the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT: Within 60 days of service of process, DuPage County shall notify the Proposer of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Proposer of its obligation to provide indemnification. However, DuPage County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL: The Proposer shall provide coverage as provided in the contract and retains the right to choose legal counsel subject to the approval of DuPage County, and appointment by the State's Attorney.

RIGHTS RETAINED: Notwithstanding the foregoing, nothing contained herein shall be deemed to constitute a waiver of any defenses or immunities otherwise available to DuPage County.

AT&T Response:

AT&T can agree to the insurance requirements as modified herein.



SECTION 6 - SCOPE OF SERVICES

1. BACKGROUND

The information below has been developed in a format to facilitate the preparation of responses to this Request for Bid and the subsequent evaluation of those responses. Because there are several vendors who provide critical Telecommunications services for the County of DuPage, it is necessary to engage in this competitive selection process. The requirements noted in this document are designed to assist in the selection of the vendor that best meets the County's needs.

2. SCOPE OF WORK

DuPage County ("County") Stormwater Management, in conjunction with DuPage County Information Technology, has prepared this Invitation to bid. The bid scope is for the procurement of connectivity from five (5) flood control facilities located within DuPage County. The sixth location will be located at our 421 N. County Farm Road location, providing connectivity to the County network. This private network communication is critical for the monitoring and operation of the flood control facilities through Supervisory Control and Data Acquisition (SCADA) system software. The connections must provide complete route diversity to complement the existing infrastructure. Stormwater Management is requesting a 3-year agreement with two 1-year extension options, for the private network associated with this bid request.

a. Current Service and Configuration

Comcast Ethernet Network Service (Any to Any network)

b. Service Locations

Service will terminate at five flood control facilities listed below. The sixth and primary site will be the DuPage County 421 Administration building also listed below.

LOCATION	ADDRESS
Armstrong Park	397 Illini Dr. Carol Stream, IL
Elmhurst Quarry	150 N. Route 83 Elmhurst, IL



LOCATION	ADDRESS
Wooddale/Itasca Reservoir	301 School St. Wood Dale, IL
Fawell Dam	800 N River Road. Naperville, IL
Spring Creek Reservoir	351 E. Lake St. Bloomingdale, IL
DuPage County Complex	421 N. County Farm Rd. Wheaton, IL

3. REQUIREMENTS

a. General Requirements

- A minimum of 10MB bandwidth

AT&T Response:

Dynamic Bandwidth Speeds of 2 Mbps to 100 Gbps are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.

- Fiber connectivity is required to each location.

AT&T Response:

Each site will have an option of Single or Multimode fiber hand off depending on the site requirements. This will be determined on project kick off schedule.

- Vendor is to provide end to end managed service inclusive of all hardware and software.

AT&T Response:

AT&T Switched Ethernet includes all fiber connections to the Ceina Switch with fiber handoff to the end user. We have also included a managed router option that can be awarded at time of RFP or added during anytime of the agreement.

- Ability for Stormwater staff to monitor usage and increase/decrease bandwidth on demand.

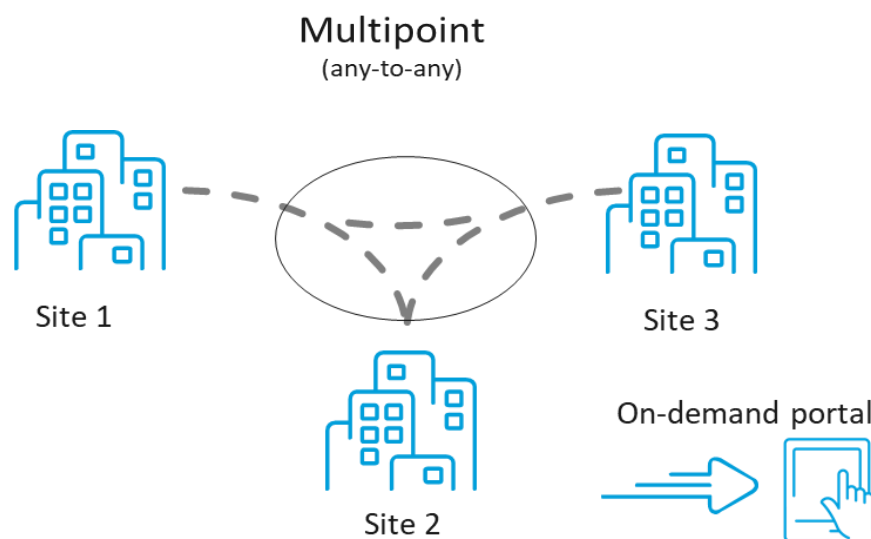


AT&T Response:

A Self-Service Portal provides an intuitive, user-friendly interface that enables easy, near-real-time provisioning, network scaling and management. The portal lets you add sites, deploy or change services, and scale bandwidth to meet changing demands. As a result, you can quickly and easily optimize your infrastructure and focus on your core business instead of handling time-consuming IT tasks. Bandwidth changes can be made and are effective within minutes.

- Provide a diagram of the proposed network accompanied by information on network resiliency.

AT&T Response:



- Vendor must include a deployment schedule with testing and cutover plan.

AT&T Response:

Upon award of the RFP, AT&T will negotiate an agreement with the County. Once all parties have signed document implementation schedules will begin.

- 1) Kickoff call with Sales Team and County will establish order of site install, confirm fiber handoff requirements and site contacts for each location.



- AT&T Account Team will hold biweekly calls to update customer and establish milestones until project is complete.
- 2) AT&T Team will place orders within the AT&T Business Center portal.
 - This will generate a note to our Engineering team to schedule a site visit.
 - 3) Once all site visits are complete, orders will be progressed and due dates for each site will be auto generated by the order system.
 - 4) Each site that completes requires no test or turnup, they are delivered and ready for live traffic. Plug and Play.
 - If a site fails to activate, AT&T provisioning will assist in correcting the circuit to bring it up successfully.
 - When an order is complete, billing will begin for that site.
 - 5) Once all 6 circuits are live on the network, Account Team will review with the County to ensure all traffic is passing.
 - 6) Final competition of the network will be agreed upon with the County and AT&T Account Team.

Important Requirements Note: Network is to be non-internet facing/non-mis hub and spoke topology.

AT&T Response:

AT&T Switched Ethernet ServiceSM uses two technologies to provide Ethernet service. These technologies are Virtual Private LAN Service (VPLS) and Virtual Private Wire Service (VPWS). VPLS is used when customers want a network-based VPN that provides direct any-to-any connectivity between three or more locations. This is also referred to as multipoint VPN connectivity. The service uses VPWS for point-to-point connections which provide Ethernet Virtual Private Line connectivity between two customer locations. ASE has no Internet designed within this network.



b. Bandwidth Upgrades

It is anticipated that DuPage County may need to upgrade bandwidth speed at some point during the contract term. The Bidder's service must be upgradable to higher speeds. Please provide details on the upgrade increments and describe any equipment or service changes that are necessary to upgrade to the next 4 bandwidth levels above the initial bandwidth level.

AT&T Response:

Dynamic Bandwidth Speeds of 2 Mbps to 100 Gbps are available and include four physical port speeds and multiple logical channel Committed Information Rates (CIRs). This feature helps you satisfy your networking needs and lets you easily increase speed and capacity in the future. So, instead of losing time because of slow network response, you can help ensure that vital information is available when and where you need it.

c. Commitments

- The proposer must clearly state all DuPage County commitments which will be required through the contract term. Include any financial and/or volume commitments that apply.

AT&T Response:

The ASE solution pricing is based on a 36 month agreement for the original 6 sites. Additional sites can be added during the 36 month term and they are subject to be in place for a minimum of a 36 month period. Termination costs are 50% of the Monthly charge per site.

- Any financial and volume commitments must be based on a minimum of 36 months.

AT&T Response:

AT&T understands and agrees.

- The proposer will provide a monthly report which details contributions to any financial and volume commitments.



AT&T Response:

The ASE Bill will detail monthly costs. Account Team will advise the County of expiration date.

- Shortfall penalties must not exceed the amount necessary to reach the commitment level.

AT&T Response:

Termination costs are 50% of the Monthly charge per site.

- If the County is routinely unable to make contractual commitments due to changes in its operation or technology, the County and proposer will negotiate changes to the commitments that avoid shortfall penalties.

AT&T Response:

The County and Account Team will work together to keep the agreement whole. In most cases, if the revenue is replaced or moved to another location, termination penalties can be avoided.

d. Reliability

The bidder must provide redundancy of critical components that provide service to all facilities including power supplies and transmission facilities. Please list details of any non-redundant component(s) that provide a single point of failure.

AT&T Response:

With AT&T Switched Ethernet on Demand (ASEoD), the elements that make the software-designed networking (SDN) architecture reliable include control layer redundancy, quick recovery time, and availability of spare capacity.

These elements help to deliver reliability in the following ways:

- Control layer redundancy—If one SDN controller fails, the distributed routing mechanism ensures that another controller immediately takes over those functions. Specifically, the routing system detects the failure and, within approximately 60



milliseconds, reroutes traffic around it using a pre-computed routing path. It will then enable a more optimized routing path within 7 seconds, based on the underlying distributed routing protocol.

- Quick recovery time—Each SDN controller resides inside a virtual machine. If the virtual machine fails, the system creates a replica in near real-time. The combination of the architecture's distributed design and the near-real-time replication helps to ensure minimal downtime.
- Availability of spare capacity—The SDN infrastructure leverages a cloud platform, which provides ample pre-provisioned spare capacity. We engineer the cloud platform with sufficient capacity so that you can add new SDN controllers when needed and maintain high throughput even under failure scenarios.

So, you know your services and applications will be available when you need them, without interruption.

e. Maintenance and Support Definitions:

Critical Outage:

1. A customer-facing service is down
2. Confidentiality or privacy is breached
3. Customer data loss

Major Outage:

1. A customer-facing service is unavailable for a subset of customers
2. Core functionality is significantly impacted

Minor Outage:

1. A minor inconvenience to customers, workaround available
2. Usable performance degradation



AT&T Response:

AT&T has read and understands.

f. Response Time

- 1. Critical Outage Response Time** - Remote diagnostics must begin within 15 minutes from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within one (1) hour from the time the outage is reported by the County to the bidder's repair center. Dispatch to a County location must be done 24/7, regardless of time or day of week.
- 2. Major Outage Response Time** - Remote diagnostics must begin within 30 minutes from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within two (2) hours from the time the outage is reported by the County to the bidder's repair center. Dispatch to a County location must be done 24/7, regardless of time or day of week.
- 3. Minor Outage Response Time** - Remote diagnostics must begin within four (4) hours from the time the outage is reported by the County to the bidder's repair center. If it is determined that dispatch to a County location is necessary to further troubleshoot or resolve the outage, qualified personnel must be on-site at the appropriate County location within the next business day from the time the outage is reported by the County to the bidder's repair center.
- 4. Remote Maintenance Reporting and Testing** - The Bidder must provide a Network Operations Center (NOC) always staffed (24/7). The NOC must be able to provide interactive testing, maintenance, and repair of all services. The NOC must continuously monitor services provided to the County and automatically initiate problem resolution if failures are detected. The County must be provided direct telephone contact with the NOC on a 24/7 basis to open trouble tickets and request testing if problems are detected.



5. **Performance of Maintenance** - If the Bidder utilizes another service provider or subcontractor to provide on-site or remote maintenance, this organization(s) must be identified and the services that they provide. County will reserve the right to reject a bid based on an unqualified or unsuitable subcontractor.
6. **Service Order Charges** – What is the current cost for service order charges related to additions, disconnects, or changes in service?
7. **Account Team** – Will you assign a dedicated account team to oversee orders, changes, billing, and service issues? Will this account team be responsible for all services provided?
8. **Escalation**- Vendor will provide 24/7/365 escalation process to include all names, phone numbers and email addresses.

4. IMPLEMENTATION

a. Implementation Schedule

Please provide a detailed installation schedule, to include testing and cutover plan that would commence after contract signing. Please provide roles and responsibilities of the project team.

AT&T Response:

The Ethernet Network Operating Center (ENOC) provides technical support for AT&T Switched Ethernet Service.

The ENOC is responsible for the customer-facing network, including any equipment associated with the ASE network. It functions as the Overall Control Office (OCO) and Maintenance Control Office (MCO) for ASE and has dedicated, knowledgeable staff to identify and resolve network-impacting maintenance conditions. It monitors components in the network infrastructure and, in many cases, may be actively working to resolve an event before you notice it. The 24X7 center tracks and coordinates problem analysis and repair, and if a dispatch is required, hands off the Work Force Administration Controller (WFAC) trouble ticket within the ASE customer-facing network.



SECTION 7 – EVALUATION CRITERIA AND SUBMITTAL REQUIREMENTS

I. EVALUATION

Criteria:

Proposals will be evaluated based on the most competitive offer. The County will consider the quality of products and services offered, price, responsiveness to the RFP requirements, and the Consultant's ability to understand and meet the needs of DuPage County. Proposals will be evaluated by an Evaluation Committee comprised of Stormwater Management Department and additional department personnel based on the evaluation criteria listed below (other than price), which constitutes a total of 75 points. The 25 points allocated to Pricing will be scored solely by Procurement. Evaluations/scoring will be completed upon the conclusion of any questions and/or clarification from the contractor(s) if requested.

Evaluation Criteria	Available Points
Firm Qualifications (Scored by Evaluation Committee) <ul style="list-style-type: none">• Ability to meet technical requirements• Alternative technologies to replace existing services• Ease and ability to increase capabilities or migrate technologies• Overall ability to deliver enhanced capabilities in a changing business environment	25
Key Qualifications (Scored by Evaluation Committee) <ul style="list-style-type: none">• Detail contact information of support organization• Detailed 24/7 support plan• Comprehensive invoice review and verification of pricing• Schedule of quarterly business reviews with support organization• Availability of required technical resources• Service level agreement details	15
Project Understanding <ul style="list-style-type: none">• Ability to meet implementation schedule• Overall installation/migration plan• Protect business continuity during implementation• Alternative installation plans and dates• Evidence of adequate personnel• References for quality of service to be provided	35



Price (Scored by Procurement)	25
• Pricing	
Total	100

The selection of any Proposer shall be at the recommendation of the Evaluation Committee and the approval by the DuPage County Board. The County reserves the right to reject any or all proposals.

Acceptance of Proposals:

The Chief Procurement Officer reserves the right to reject any or all bids or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to The County.

General

The proposals should be separated into two parts marked “Technical Proposal” and “Price Proposal”. Price Proposal should be in a sealed envelope and include firm’s name on both the outside and inside of the proposal. Each section should include the firm’s name, address, telephone number, and the title and email address of the person authorized to represent the firm. Proposals delivered to the County should include one (1) compete paper copy and one (1) electronic copy on a flash drive. For proposals submitted via email, the Technical Proposal and Price Proposal sections should be sent as separate attachments.

AT&T Response:

AT&T has read and understands.

II. SUBMITTAL REQUIREMENTS

Qualified firms interested in performing the work described in this RFP are asked to provide the following information presented in a clear, comprehensive, and concise manner, illustrating the firm’s capabilities, experience and expertise:

- 1. Cover Letter** – Provide an introductory letter, with content at discretion of submitter, that is signed by an authorized representative of the firm. This letter should be addressed to DuPage County Procurement Department. Please acknowledge receipt of all addendums in this letter.



AT&T Response:

Please see Cover Letter section at the beginning of the Response.

2. Firm Qualifications – Provide a statement that portrays the firm’s qualifications in relation to the Scope of Services. The response should include the following:

- a) A summary of the firm’s general qualifications including specific disciplines represented that are applicable to the proposed work, number of employees, office locations, etc.

AT&T Response:

We can provide an overview of AT&T's services, reach, and network strength.

AT&T is a premier provider of communications and technology services. In addition to the U.S., we also offer our communication services in almost every other country and territory in the world. Our services enable calls from more than 225 countries as well as wireless data roaming—for laptops, hand-held devices, and other data services—in more than 200 countries.

As a worldwide provider of IP-based services, we offer an extensive portfolio of Virtual Private Network (VPN) and Voice over IP (VoIP) services, which we back with security and support capabilities. We deliver these services to you via one of the world’s most advanced backbone networks. Our wholly owned backbone network, which we operate on six continents, uses Multiprotocol Label Switching (MPLS) technology to integrate multiple network services. Seventy-five percent (75%) of MPLS tunnel traffic on AT&T's core network is controlled by Software Defined Network (SDN, i.e., network virtualization).

Our global IP network supports

- MPLS-based services in nearly 200 countries over 3,900 nodes
- 1.37 million fiber route miles
- Internet services in more than 200 countries
- Dedicated Ethernet access in 187 countries

We also operate a wireless network that includes



- Coverage of more than 99% of the U.S. population, including the top 100 U.S. markets.
- Superior speeds for data and video services, as well as operating efficiencies using the same spectrum and infrastructure for voice and data on an IP-based platform.
- Digital transmission technologies known as GSM, General Packet Radio Services and Enhanced Data Rates for GSM Evolution for data communications.
- The nation's fastest mobile broadband network. 4G speeds are available with our Universal Mobile Telecommunications System/High-Speed Downlink Packet Access (UMTS/HSDPA) broadband and HSPA+ network technology, combined with our upgraded backhaul.
- AT&T 4G LTE coverage to more than 400 million people in North America.
- Ongoing deployment of HD voice on VoLTE (Voice over Long Term Evolution) on a market-by-market basis.

Over the previous six years (2016-2021), we've invested more than \$135 billion in our wireless and wireline networks, which is more than any other public company in the U.S. This includes significant investment in 5G wireless and fiber networks. Our standards-based mobile 5G network is available nationwide.

In addition to retail communication services, AT&T is a global leader in wholesale communication services. Our wholesale organization serves carriers, wireless service providers, systems integrators, cable providers, Internet service providers (ISPs), and content providers that need global, regional, and local end-to-end solutions.

A key to our success in providing and integrating services is AT&T Labs, our research and development group. AT&T Labs has won eight Nobel Prizes and has more than 20,000 patents. Our researchers and engineers developed some of the world's major technological inventions, including the transistor, solar cell, cell phone, and communications satellite. In addition, AT&T Labs led in developing DSL and other broadband Internet transport and delivery systems as well as wireless data networks.

You can find additional corporate information at https://about.att.com/pages/corporate_profile.

Number of Employees



202,600

Office Locations

AT&T has approximately 19,225 company facilities located in the U.S. and its territories.

Facilities include

- Administrative offices
- Central offices
- Controlled environment vaults
- Data centers
- Huts
- Land facilities
- Local access facilities

Other facilities are

- Modular and trailer facilities
- Parking garages
- Sales offices
- Storage locations
- Switch sites
- Warehouses
- Work centers

This means that our strong presence enables us to serve millions of U.S. customers.

- b) An outline of the firm's depth and breadth to carry out the scope and the extent of the work required, especially that of the project lead.



AT&T Response:

AT&T has offered Switched Ethernet (ASE) service since 2011.

We started providing Ethernet solutions in the late 1990s.

c) Main attributes that differentiate your firm from other competitors.

AT&T Response:

Several factors differentiate AT&T from its competitors.

AT&T

- Is the world's largest communications company by revenue
- Carries more than 535.7 petabytes of data traffic over its backbone network on an average business day
- Controls 75% of its core network functions via software defined networking (SDN, i.e., network virtualization)
- Has the best global coverage of any U.S. wireless provider with calling and texting available in 225 countries and territories and discounted data coverage in almost 200 countries and territories, including LTE speeds in more than 170 countries and territories
- Offers our 100% fiber network in parts of 85 metros nationwide at more than 14 million locations
- Covers more than 99% of all Americans with its wireless voice and data network

When you choose AT&T, you get a provider with a proven record of quality, service, and innovation.

d) Relevant previous experience with public sector entities.

AT&T Response:

AT&T has a long history of providing solutions to support public sector customers.



We serve thousands of public sector customers across federal governments, state and local governments, special districts, public safety agencies, and K–12 as well as higher education institutions. As a result, we understand your unique needs and are well prepared to support you.

- e) Provide copy of Business License, Tax ID and any significant certification document supporting your firm's expertise.

AT&T Response:

The AT&T Corp. Federal Tax ID Number (FEIN) is 13-4924710.

- f) List of three (3) references, preferably from public sector entities, from contracts similar in size and scope to DuPage County including engagement profile, client name, contact name and title, email and telephone contact information.

AT&T Response:

During negotiations or presentations, your AT&T account team will secure customer references.

Most AT&T customers do not wish to be contacted directly and must specifically agree to be references. If you request specific customer references, your AT&T account team may arrange meetings between approved references and prospective customers and will provide that information during negotiations. So, your account team will work to arrange the customer meeting or to supply you with direct contact information.

Because we protect our client information, you can rest assured that your information will also be protected.

- 3. Key Qualifications** – Provide a statement that portrays the firm's engagement team qualifications in relation to the Scope of Services. The response should include the following:

- a) Background and credentials profile for the team and sub-consultants (if used) that would be assigned to the DuPage County account, including name, position/title,



location, years of industry experience, years with firm and number of clients currently assigned.

- b) Areas of expertise of each officer.
- c) Communications skills – Interaction with staff and participants.

AT&T Response:

After you select us as your vendor, AT&T can provide information on the account team members who will support you.

We assign tasks and provide account team details after contract signature. We provide the appropriate level of skilled staff to satisfy the terms and obligations of our agreement. And, to support our collaborative relationship with you, we consult with you when possible regarding potential staffing changes.

4. Project Understanding – Describe your firm’s interest, understanding and approach to provide services for this engagement, including a schedule for accomplishing the project.

- a. Describe the ongoing management for your services.

AT&T Response:

ASE is a customer managed network through our Business Center portal. This gives the County and the Account Team a complete view into the network, topology, utilization, maintenance and billing. It also supports maintenance on the network.

- b. Provide a list of performance metric guarantees that you provide.

AT&T Response:

Please see AT&T Attachment ASEoD_SLA.

- c. Provide sample incident reports.



AT&T Response:

See link to the Business Center maintenance management presentation.

[Learn how to Create a Ticket in Business Center | AT&T Business Center](#)



- d. Provide proposed procedures for internal problem escalation and their process for notifying the County in the event of a problem.

AT&T Response:

You submit domestic and international trouble reports to AT&T via our centralized trouble reporting system, which is available 24x7.

You can initiate a trouble report by accessing [AT&T Business Center](#) or by contacting the appropriate repair center responsible for receiving customer trouble reports for your product



or service. However, your service executive is your single point of contact in the event an escalation is necessary and can help you resolve maintenance problems that aren't resolved through the normal escalation process.

5. Price— In a separate sealed envelope or file, provide the following prices:

- a) Monthly rates for goods as requested.
- b) a rate card for any additional work that is not considered part of the main engagement.

AT&T Response:

See Attached Pricing Schedule



SECTION 8 - BID FORM PRICING

Pricing shall reflect monthly cost for a three-year contract. All prices shall include taxes, surcharges, and fees.

CIRCUIT			
NO	LOCATION	CIRCUIT SIZE	PRICE
1	Armstrong Park	10 MB	
2	Elmhurst Quarry	10 MB	
3	Wooddale/Itasca Reservoir	10 MB	
4	Fawell Dam	10 MB	
5	Spring Creek Reservoir	10 MB	
6	DuPage County Complex	10 MB	
7	Various Locations	20 MB	
8	Various Locations	50 MB	
PORT (Provide Port Size)			
NO	LOCATION	PORT SIZE	PRICE
9	Armstrong Park		\$
10	Elmhurst Quarry		\$
11	Wooddale/Itasca Reservoir		\$
12	Fawell Dam		\$
13	Spring Creek Reservoir		\$
14	DuPage County Complex		\$
GRAND TOTAL			\$
GRAND TOTAL BID (In Words):			

AT&T Response:

Pricing Schedule Attached that includes tax costs.



SECTION 9 - PROPOSAL FORM

STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES 23-027-SWM

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Full Name of Offeror	AT&T Corp.
Main Business Address	225 W Randolph, St.
City, State, Zip Code	Chicago, IL 60606
Telephone Number	630-217-3958
Fax Number	
Proposal Contact Person	Dusk Koenig
Email Address	dk6756@att.com

The undersigned certifies that he is:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> the
Owner/Sole
Proprietor | <input type="checkbox"/> a
Member of
the
Partnership | <input type="checkbox"/> an
Officer of
the
Corporation | <input type="checkbox"/> a
Member
of the
Joint
Venture |
|--|---|---|--|

herein after called the Offeror and that the members of the Partnership or Officers of the Corporation are as follows:

(President or Partner)

(Vice-President or Partner)

(Secretary or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the



office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. _____, _____, and _____ issued thereto;

Further, the undersigned proposes and agrees, if this Proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Offeror and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Offeror and is true and accurate.

Further, the undersigned certifies that the Offeror is not barred from proposing on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33 E-3 or 5/33E-4, proposal rigging or proposal-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.

The undersigned certifies that he has examined and carefully prepared this proposal and has checked the same in detail before submitting this proposal, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Offeror may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.



Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

X _____
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this _____ day of _____ AD, 2023

My Commission Expires: _____
(Notary Public)



REQUIRED FORMS TO BE SUBMITTED

1. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

The Required Vendor Ethics Disclosure Statement can be found on the next page and on the County's internet site under Contractor Forms in the Procurement section.

Required Vendor Ethics Disclosure Statement link here:
<https://www.dupageco.org/Finance/Procurement/1316/>

2. IRS FORM W-9

IRS Form W-9 can be found attached, or at the following link: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 2/7/2023

Bid/Contract/PO #: _____

Company Name: <u>AT&T</u>	Company Contact: <u>Dusk Koenig</u>
Contact Phone: <u>630-217-3958</u>	Contact Email: <u>dk6756@att.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of \$25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

[Signature]

Printed Name

KEVIN D. SERRA

Title

Sales Director

Date

2-6-2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**

Further, the offeror certifies that he has provided services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the offeror, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the cost schedule.

PROPOSAL AWARD CRITERIA

This proposal will be awarded to the most responsive, responsible vendor meeting specifications based upon the highest score compiled during evaluation of the proposals outlined in the selection process.

The Contractor agrees to provide the service described above and in the contract specifications under the conditions outlined in attached documents for the amount stated.

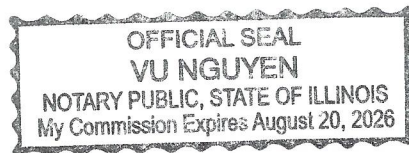
X [Redacted Signature] Sales Director
(Signature and Title)

CORPORATE SEAL
(If available)

PROPOSAL MUST BE SIGNED FOR CONSIDERATION

Subscribed and sworn to before me this 6th day of February AD, 2023
[Redacted Signature]

My Commission Expires: 8/20/2026
(Notary Public)





SECTION 10 - SAMPLE CONTRACT

CONTRACT **XX-XXX-XXX** BETWEEN [CONTRACTOR] AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this ___ day of __, 2023, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Wheaton, Illinois, 60187-3978 (hereinafter referred to as the COUNTY), and __, licensed to do business in the State of Illinois, located at ____, ____, ____ (hereinafter referred to as the CONTRACTOR).

RECITALS

WHEREAS, the COUNTY requires the goods and/or services specified in RFP #XX-XXX-XX for its DuPage County ____ Wheaton, Illinois, 60187-3978. Department located at 421 North County Farm Road,

WHEREAS, the CONTRACTOR is the vendor selected pursuant to the RFP process and is willing to perform under the terms of the RFP and this Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree that:

1.0 CONTRACT DOCUMENTS

1.1 This Contract includes all the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties:

- 1.1.a Bid Information
- 1.1.b Instructions to Bidders
- 1.1.c General Conditions
- 1.1.d Special Conditions
- 1.1.e Specifications



1.1.f Proposal Forms (including Certification/Proposal, Signature Affidavit including Proposal Pricing)

1.1.g County Purchase Order

1.2 All documents are or will be on file in the office of the Finance - Procurement, DuPage Administration, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.

1.3 In the event of a conflict between any of the above documents, the document control from top to bottom; i.e., "a" control over "b".

2.0 DURATION OF THIS CONTRACT

2.1 Unless terminated as provided in the RFP, the term of this Contract shall be a year period beginning on XX-XX-XXXX and continuing through XX-XX-XXXX.

2.2 The Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus the renewals exceed four (4) years.

3.0 TERMINATION

3.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of Vendor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.

3.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

3.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 PROPOSAL PRICES AND PAYMENT



4.1 The Contractor shall provide the required goods and or services described in the Proposal Specifications for the prices quoted on the Proposal Form.

4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

5.1 This Contract may be amended by agreement of both parties.

5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT – ATTORNEY’S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney’s fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court’s determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.



9.0 ENTIRE AGREEMENT

9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.

9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS

By:

By:

[SAMPLE CONTRACT - DO NOT SIGN](#)

SIGNATURE

[SAMPLE CONTRACT - DO NOT SIGN](#)

SIGNATURE

Mary Catherine Wells

PRINTED NAME

PRINTED NAME

Acting Chief Procurement Officer

PRINTED TITLE

PRINTED TITLE

DATE

DATE



SECTION 11 - OUTSIDE ENVELOPE BID LABEL

<u>SEALED BID PROPOSAL</u>	
INVITATION #:	23-027-SWM
DESCRIPTION:	STORMWATER PRIVATE NETWORK FOR COUNTY FLOOD CONTROL FACILITIES
OPENING DATE:	02/07/2023
OPENING TIME:	02:30 P.M.
COMPANY NAME:	_____
DATED MATERIAL - DELIVER IMMEDIATELY	

Please cut out and affix this proposal label(above) to the outermost envelope of your proposal to help ensure proper delivery.



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AT&T Switched Ethernet Service (TCAL)

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AT&T Switched Ethernet Service (TCAL)

Section Effective Date: 15-Mar-2017

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber and a switched Ethernet core network.

AT&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's Site and an Ethernet switch in an AT&T office.

The Service Guide consists of the following Parts:

- Service Description (SD)
- Pricing (P)

In addition, [General Provisions](#) apply.

Service Description (SD)

SD-1. General

Section Effective Date: 06-Apr-2020

AT&T Switched Ethernet Service is a switched Ethernet transport service providing Ethernet transport functionality using fiber access facilities and a switched Ethernet core network. AT&T shall determine the interface specifications for AT&T Switched Ethernet Service in its sole discretion. Customers may obtain the interface specifications from their account representatives. AT&T Switched Ethernet Service provides full duplex transport of data signals between a Customer's premises and an Ethernet switch. Hereinafter, the phrase "Customer's premises" and "Customer location" (or similar terms) shall be construed to include an end user's premises, as appropriate in the context, where the Customer is a Wholesale Customer and service is terminated at the premises of an end user that is not the Customer of record of AT&T.

AT&T Switched Ethernet Service supports point-to-point, point-to-multipoint or multipoint-to-multipoint configurations. Point-to-point service provides a connection between two ports. Point-to-multipoint service provides multiple point-to-point connections to multiple ports in the network. Multipoint-to-multipoint service provides a connection between three or more designated ports on the AT&T Switched Ethernet Service network. Where facilities are not available, facilities may be constructed, subject to certain conditions as determined by AT&T. Special Construction charges may apply.

AT&T offers AT&T Switched Ethernet on a private carriage basis and reserves the right to make individualized decisions regarding the provision of service to individual customers. AT&T may negotiate the specific prices and terms for AT&T Switched Ethernet for each individual customer.

AT&T Switched Ethernet Service will be provisioned using the service components described below. AT&T Switched Ethernet Service is available in a Basic Service Arrangement and Basic Ports described below. AT&T Switched Ethernet Service is provided by the applicable AT&T participating carrier (AT&T).

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SD-1.1. Participating Carriers*Section Effective Date: 21-Jul-2017*

The following is a list of the Participating Carriers.

Participating Carriers
TC Systems, Inc.
Teleport Communications America, LLC

SD-2. Geographic Availability*Section Effective Date: 20-Apr-2021*

AT&T Switched Ethernet Service provides transport service where suitable equipment and facilities are available in selected areas within the following states:

- Arizona*
- Colorado
- Connecticut
- Delaware
- District of Columbia*
- Florida
- Kentucky
- Maryland
- Massachusetts
- Minnesota*
- Nebraska
- Nevada
- New Jersey
- New York
- Ohio
- Oregon
- Pennsylvania
- Rhode Island
- Utah
- Virginia
- Washington State

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*Only interstate service is available.

SD-3. Service Components

Section Effective Date: 31-Mar-2015

AT&T Switched Ethernet Service will be provisioned using the following service components for a Basic Service Arrangement. This type of service provides transport of data using a fixed class of service for each Ethernet virtual connection.

SD-3.1. Basic Customer Port Connection (Basic Port)

Section Effective Date: 15-Mar-2017

This component provides the physical transport facilities from the Customer's premises to an Ethernet switch at an AT&T office. The Basic Port is available at transmission speeds of 100 Mbps, 1 Gbps and 10 Gbps.

Speeds	
Basic Customer Port Connection	CIR Bandwidth Supported
100 Mbps	2 Mbps – 100 Mbps
1 Gbps	2 Mbps – 1,000 Mbps
10 Gbps	1,000 Mbps – 10,000 Mbps

SD-3.2. Committed Information Rate (CIR) and Class of Service (CoS)

Section Effective Date: 31-Mar-2015

CIR, sometimes referred to as the "Logical Channel" of the port, provides the bandwidth available on a Basic Customer Port Connection. CIR is available per Basic Customer Port Connection in increments ranging from 2 Mbps to 10,000 Mbps. CIR is offered with multiple choices for CoS. CoS establishes the performance characteristics of the network that are suitable for certain applications. Each Basic Customer Port Connection has a single CIR and CoS associated with it. CoS options are listed as a hierarchy, from "highest" to "lowest" based on network prioritization and performance as follows:

Real-Time

Supports applications that require minimal loss, are latency-sensitive and require low latency variation (jitter), including voice and video. The service parameters associated with Real-Time CoS are Packet Delivery Rate (PDR), Latency, Jitter, and Network Availability.

Interactive

Supports high-priority business data applications or jitter-sensitive applications such as voice and video. The service parameters associated with Interactive CoS are PDR, Latency, Jitter, and Network Availability.

Business Critical-High

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Supports most business data applications with moderate tolerance for delay and which are more sensitive to jitter, and have a higher priority than Business Critical-Medium. The service parameters associated with Business Critical-High CoS are PDR, Latency, and Network Availability.

Business Critical-Medium

Supports most business data applications with moderate tolerance for delay and which are less sensitive to jitter. The service parameters associated with Business Critical-Medium CoS are PDR, Latency, and Network Availability.

Non-Critical High

Supports low priority business applications with more tolerance for delay and availability. The service parameters associated with Non-Critical High CoS are PDR, Latency, and Network Availability.

SD-3.3. Ethernet Virtual Connections (EVC)

Section Effective Date: 15-Mar-2017

An EVC provides a logical connection to enable the flow of Ethernet traffic for point-to-point and multipoint Customer configurations. EVCs may be established between ports located in the same LATA or in different LATAs (due to current systems limitations, interLATA EVCs are not available at all locations or for all port types). Standard EVCs are not billed to the Customer as a separate rate element. Each EVC is assigned a CIR and CoS that must be equal to or lower than the CIR and CoS of the Port. Point-to-point EVCs can be set in 1 Mbps increments from 1 Mbps to 2,000 Mbps. Multipoint EVCs can be set in 1 Mbps increments from 1 Mbps to 1,000 Mbps. Requests for EVC CIR above these limits will be evaluated on an Individual Case Basis, taking into consideration factors such as facility conditions and the impact of the requested configuration on network performance.

The total assigned bandwidth (sum of the CIR for all EVCs) on a single port cannot exceed the selected CIR of that port. Point-to-point EVCs must be symmetrical; the EVC CIR at each port must be the same. For multipoint EVCs, the CIR for any EVC may be set according to the bandwidth needed at that port and does not need to be the same at all ports.

Ports that do not meet SLA objectives due to overloading of traffic in a multipoint arrangement will not be eligible for the PDR SLA. The aggregate assigned CIR for all EVCs between any two Basic Customer Port Connections cannot exceed either: 2,000 Mbps (for point-to-point EVCs) or 1,000 Mbps (for multipoint EVCs), except when approved on an Individual Case Basis. The following chart provides the maximum number of EVCs supported for both point-to-point and multipoint configurations on each Basic Customer Port Connection:

Maximum Number of EVCs on each Basic Customer Port Connection	
Per Basic Customer Port Connection	EVCs
100 Mbps	Up to 8 EVCs
1 Gbps	Up to 64 EVCs
10 Gbps	Up to 508 EVCs

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- Customers may configure EVCs as point-to-point (connecting two locations) or as multipoint (connecting three or more locations), as defined above. Point-to-point EVCs (i.e., EVCs between two ports) can be associated with an unlimited number of MAC addresses. Multipoint EVCs (i.e., EVCs between three or more ports) will be limited to 250 MAC addresses per multipoint EVC on each port, unless the Customer purchases the Additional MAC Addresses optional feature. MAC addresses associated with point-to-point EVCs do not count against this limit. For example, a port that is provisioned with 3 separate multipoint EVCs may have up to 250 MAC addresses associated with each of those EVCs, for a total of 750 MAC addresses in use on that port, but each EVC is still limited to a maximum of 250 MAC addresses.
- AT&T Switched Ethernet Service will be configured to support Ethernet frame sizes up to 9,126 bytes on 100 Mbps, 1 Gbps, and 10 Gbps ports. Frames sizes on 100 Mbps and 1 Gbps ports may be restricted to less than 9,126 bytes when the port is provisioned with a CIR speed of 10 Mbps or less, but will allow at least 1,526 bytes.

SD-4. Optional Features

SD-4.1. Regenerator

Section Effective Date: 31-Mar-2015

Regenerators provide detection and retransmission of Ethernet signals and are used to provide service when the distance to an Ethernet switch exceeds otherwise applicable design limits. AT&T will determine whether regenerators are needed and what transport medium and equipment will be used to provide regeneration. Regenerators are available on a per-port basis and are available for 100 Mbps, 1 Gbps and 10 Gbps ports.

SD-4.2. Additional MAC Addresses

Section Effective Date: 31-Mar-2015

The Additional MAC Address feature is offered on a per port basis. When a Customer subscribes to this feature, the MAC address limit associated with multipoint EVCs shall be increased from 250 to 500 for each multipoint EVC present on that port.

SD-4.3. AT&T BusinessDirect® Customer Network Management

Section Effective Date: 31-Mar-2015

The AT&T BusinessDirect® web portal offers a Customer network management feature to all Customers subscribing to AT&T Switched Ethernet Service at no additional charge. Available functions include network inventory map, alarm surveillance, SLA reporting, performance reporting, maintenance trouble reporting and status updates, and the ability to request credit for SLA conditions. Customers must have a web interface to access and monitor their network using the AT&T BusinessDirect® web portal.

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SD-4.4. Enhanced Multicast*Section Effective Date: 31-Mar-2015*

The Enhanced Multicast feature allows the broadcast/multicast/unknown unicast (BUM) traffic limit associated with multipoint EVCs to be increased from 2 Mbps up to 30 Mbps per EVC. The Enhanced Multicast feature is offered on a per port basis. Once the feature is ordered on a port, each multipoint EVC on that port may be provisioned to allow up to 30 Mbps of combined BUM traffic, orderable in 1 Mbps increments. EVC orders for such ports that do not specify a higher limit as allowed under this feature will be limited to the standard default of 2 Mbps BUM limit.

SD-5. Additional Engineering and Additional Labor**SD-5.1. Additional Engineering***Section Effective Date: 31-Mar-2015*

Additional Engineering is not an ordering option but will be applied to an order when AT&T determines additional engineering is necessary to accommodate a Customer request. When additional engineering is required, the Customer will be notified and furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges.

If the Customer agrees to the additional engineering, a firm order will be established. If, after being notified that additional engineering of AT&T facilities is required, the Customer does not want the service or facilities, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than 10%.

Additional Engineering will be provided by AT&T at the request of the Customer only when:

- Customer requests additional technical information after AT&T has already provided the technical information normally included on the Design Layout Report (DLR).
- Additional engineering time is incurred by AT&T to engineer a Customer's request for a customized service.

AT&T will notify the Customer that Additional Engineering Charges will apply before any additional engineering is undertaken.

SD-5.2. Additional Labor*Section Effective Date: 15-Mar-2017*

Additional Labor is that labor requested by the Customer on a given service and agreed to by AT&T as set forth in the following.

AT&T will notify the Customer that Additional Labor Charges as set forth in the pricing section of this Service Guide will apply before any additional labor is undertaken. Additional Labor Charges apply for each half hour or fraction thereof unless otherwise specified herein.

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A call-out of AT&T personnel requiring Additional Labor will be charged a minimum of four (4) hours on an Overtime and/or Premium Time basis when the call-out is attributed to a Customer request/problem. However, at no time will the Customer be charged if trouble is found to be on the AT&T side of the demarcation point.

Types of Additional Labor are:

- Overtime Installation is that AT&T installation effort outside of a normal business day.
- Stand by includes all time in excess of one-quarter (1/4) hour during which AT&T personnel stand by at the Customer's request.
- Testing and Maintenance with Other Service Providers - Additional testing, maintenance or repair of facilities which connect to facilities of other service providers, is that which is in addition to the normal effort required to test, maintain or repair facilities provided solely by AT&T.
- Other Labor - Other Labor is that additional labor not included in the preceding items, including but not limited to labor incurred to accommodate a specific Customer request that involves only labor which is not covered by any other section of this Service Guide.

SD-6. Testing

Section Effective Date: 15-Mar-2017

Additional Cooperative Acceptance Testing and Nonscheduled Testing are testing services available to Customers.

Additional Cooperative Acceptance Testing (ACAT)

When a Customer provides a technician at its premises or at an end user's premises, with suitable test equipment to perform the requested tests, AT&T will provide a technician at its office for the purpose of conducting Additional Cooperative Acceptance Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises or at the end user premises.

Nonscheduled Testing (NST)

When a Customer provides a technician at its premises with suitable test equipment to perform the required tests, AT&T will provide a technician at its office for the purpose of conducting Nonscheduled Testing. At the Customer's request, AT&T will provide a technician at the Customer's premises.

When the Customer subscribes to testing services, the Customer shall make the facilities to be tested available to AT&T at times mutually agreed upon.

SD-7. Order Charges

Section Effective Date: 15-Mar-2017

An Order Charge (also known as an Administrative Charge) applies, per order, for the installation, addition, change, rearrangement or move of services provided in this Service Guide (in addition to other applicable service charges), including the following situations:

- An Order Charge will apply per order when a Customer elects to have existing services billed under a payment plan or elects to renew/re-term a payment plan.

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- An Order Charge will apply per order for order cancellations.

An Order Charge will not apply in the following situations:

- Non-chargeable administrative changes where so specified in this Service Guide;
- Where another charge applies to a particular type of change (such as Service Date Change Charge or Service Date Change Dispatch Charge).

SD-8. Cancellation Charge

Section Effective Date: 15-Mar-2017

A Customer may cancel an order for the installation of service at any time prior to notification by AT&T that service is available for the Customer's use. The Cancellation Date is the date AT&T receives written notice from the Customer that the order is to be cancelled.

When a Customer cancels an order (or a part of an order) for associated service, applicable cancellation charges will be assessed, even when nonrecurring installation charges would otherwise be waived. Applicable cancellation charges will be calculated based on the number of calendar days between AT&T's receipt of the order and the Cancellation Date. A cancellation charge will apply on a per Port Connection basis.

Cross References

[P-9.1. Rate Table ASE-CC-PPC: AT&T Switched Ethernet Service \(TCAL\) — Cancellation Charge — Per Port Connection](#)

SD-8.1. When Cancellation Charges Do Not Apply

Section Effective Date: 15-Mar-2017

For AT&T Switched Ethernet Service, Cancellation Charges do not apply:

- When a Customer cancels an order for the termination of existing service.
- If AT&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotion), the Customer may cancel the order without incurring cancellation charges.
- If the Customer cancels a network reconfiguration order (e.g., move, change or disconnect).
- If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges.

SD-9. Design Change Charge

Section Effective Date: 15-Mar-2017

The Customer may request a design change to an Order for AT&T Switched Ethernet Service. A design change is any change to an order which requires engineering review. An engineering review is a review by AT&T personnel of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of port configuration, type of channel interface, type of Class of Service or Committed Information Rate or technical specification package.

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Design changes do not include a change of Customer premises, end user premises, Ethernet serving switch, port speed, or port speed type. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

AT&T will review the requested change and notify the Customer whether the change is a design change, if it can be accommodated and if a new service date is required. If a change of service date is required, the Service Date Change Charge will also apply.

The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change.

SD-10. Service Date Change Charge Dispatch Charge

Section Effective Date: 15-Mar-2017

If a Customer is unable to accept service on the original due date, the Customer may issue one or more supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, AT&T will accordingly delay the start of service and the Customer will incur a Service Date Change Charge. The first supplement to the order must be received by AT&T on or before 30 calendar days after the original due date.

If a Customer issues a supplement to an order to extend the original due date but is unable to accept service within 121 calendar days after the original due date, one of the following will apply:

- If service has not been fully provisioned, AT&T will cancel the order on the 121st calendar day after the original due date and the cancellation charges specified will apply, or
- If service has been fully provisioned, AT&T will begin billing for the Service on the 121st calendar day after the original due date.

If a Customer is unable to accept service within 31 calendar days after the original due date, and AT&T has not received a supplement to the order to extend the due date within 30 calendar days after the original due date, one of the following will apply:

- If service has not been fully provisioned, AT&T will cancel the order on the 31st calendar day after the original due date and cancellation charges specified will apply, or
- If service has been fully provisioned, AT&T will begin billing for the Service on the 31st calendar day after the original due date.

If an AT&T technician is dispatched to the Customer's premises on the scheduled service date and the Customer is not ready to accept service or the Customer has failed to notify AT&T before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge.

SD-11. Glossary

Section Effective Date: 31-Mar-2015

As used in this Service Guide, the terms below have the following meanings:

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Glossary	
Term/Abbreviation	Definitions
Basic Time	Work related efforts of AT&T performed during a normal business day, 8:00 a.m. – 5:00 p.m., Monday through Friday.
Overtime	Work related efforts of AT&T performed outside of a normal business day (Monday through Friday), and on Saturdays.
Premium Time	Work related efforts of AT&T performed on Sundays and/or holidays.

Service Level Agreements (SLAs)

SLA-1. Class of Service (CoS) SLA

Section Effective Date: 15-Mar-2017

CoS SLA credits will be granted for AT&T Switched Ethernet Service if AT&T fails to meet service parameters [i.e., Latency, Packet Delivery Rate (PDR) and Jitter] defined for each CoS, subject to the following terms and conditions:

- The Customer must notify AT&T when the service parameters within any calendar month fail to meet the committed level.
- The Customer must request a service credit within 45 days after the end of the month when the failure occurred.
- Upon verification by AT&T that the actual service performance for that parameter failed to meet the committed level, AT&T has one month to correct the problem.
- If after one month, the service performance for that parameter is still failing to meet the committed level, the Customer will be provided a service credit equal to 25% of the monthly recurring charge for all affected ports (for each of the SLAs other than Network Availability). Only one such credit, per port, shall be applied per calendar month.
- Latency may vary on ports with Real Time CIR of 10 Mbps or below and Real Time EVCs on such ports are excluded from calculations that determine whether the latency SLA is met.
- Real Time EVCs between ports that are connected with an interoffice facilities path extending more than 200 miles or those with EVC CIRs in excess of 1,000 Mbps are not subject to the Real Time Latency SLA and are excluded from calculations that determine whether the Latency SLA is met.
- Latency, Jitter, and Packet Delivery Rate (PDR) SLA

Latency, Jitter and PDR are measured by averaging sample measurements taken during a calendar month between the NTE to which the Customer ports are attached (i.e., end to end), when the AT&T Switched Ethernet Service network is available for use by the Customer. The SLA service parameters are based on a LATA-wide average of the Customer's one-way traffic traversing the NTE and the network. The SLA target for Latency and Jitter is to be not more than, and for PDR is to be not less than, the applicable amount set forth in the table below.

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CoS SLA Service Measurement			
Class of Service	Latency (one-way)	Jitter	Packet Delivery Rate (PDR)
Real Time	5 ms	3 ms	99.995%
Interactive	13 ms	10 ms	99.95%
Business Critical – High	20 ms	N/A	99.9%
Business Critical – Medium	30 ms	N/A	99.9%
Non-Critical High	50 ms	N/A	99.5%

SLA-2. Network Availability SLA

Section Effective Date: 05-Oct-2018

The SLA service parameter for Network Availability is to be not less than 99.99% for all ports regardless of Class of Service. Network Availability is calculated as the percentage of time during a month that the network is capable of accepting and delivering Customer data during the measurement period. Network Availability includes the Ethernet core network and the local loop, and the calculation excludes maintenance windows. The calculation for Network Availability for a given month is as follows:

Network Availability* = [(24 hours x days in the month x 60 minutes x number of Customer ports in the LATA) – network outage time] / (24 hours x days in the month x 60 minutes x number of Customer ports in the LATA).

The Customer is responsible for (1) notifying AT&T within 45 days after the end of the month when the Network Availability within the calendar month falls below the committed level, and (2) requesting a service credit.

Upon verification by AT&T that the actual service performance for Network Availability was less than the committed level, the Customer will be provided a service credit equal to 10 percent of the Monthly Recurring Charge (MRC) for all affected ports.

*Measured performance will be rounded to the nearest hundredth (decimal point). For example 99.985% will be rounded to 99.99%.

SLA-3. Credit Allowance for Service Interruptions

Section Effective Date: 31-Mar-2015

Service is considered to be interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish service under this Service Guide. The interruption must result in the complete loss of service by the Customer. An interruption period starts when an inoperative service is reported to AT&T and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall be calculated based on the applicable monthly rate for the port (or ports) which were interrupted, including the other rate elements associated with that port (CIR, repeater, etc.). No credit shall be applicable to other ports on the network that were uninterrupted, even if they were unable to connect to an interrupted port.

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No credit shall be allowed for an interruption period of less than 30 minutes. The Customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute interruption.

SLA-4. SLA Exclusions

Section Effective Date: 15-Mar-2017

The SLA provisions, measurements, and eligibility for credit shall exclude conditions wherein service performance was adversely affected by any of the following conditions:

- Any cause beyond AT&T's reasonable control (force majeure events) including, but not limited to, acts of war, civil disturbances, acts of civil or military authorities or public enemies, earthquakes, hurricanes, floods, fires, storms, tornadoes, explosions, lightning, power surges or failures, fiber cuts, strikes or labor disputes;
- Failures of any structures, facilities or equipment provided by the Customer or its contractors, equipment vendors, or by any carrier or service provider other than AT&T;
- Interruptions caused by the negligence of the Customer.
- Interruptions of a service during any period in which AT&T is not afforded access to the premises where the service is terminated.
- When AT&T and the Customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit does not apply during the negotiated time of release.
- Periods when the Customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- Data loss during AT&T's scheduled maintenance windows;
- Data exceeding subscribed CIR;
- Failures of any structures, facilities or equipment on the Customer's side of the demarcation point.
- Class of Service SLAs will not be available between ports connected by interLATA EVCs.

The total credit amount of any allowances for interruptions and SLA credits applicable in a given month shall not exceed 100% of the monthly recurring charge for the port and associated rate elements.

SLA-5. Limitations and Provisions

Section Effective Date: 31-Mar-2015

- A Customer shall not be permitted to temporarily suspend service.
- AT&T may use controls to limit the amount of multicast, broadcast, and unknown unicast traffic to protect the AT&T Switched Ethernet network against traffic storms. The maximum throughput of combined multicast/broadcast/unknown unicast traffic will be set at 2 Mbps per EVC on multipoint EVCs, unless the Customer purchases the Enhanced Multicast

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optional feature. There is no restriction on point-to-point or point-to-multipoint multicast traffic. Packets dropped by traffic controls are not included in SLA calculations. AT&T recommends that Customers enable controls for multicast, broadcast, and unknown unicast traffic within the Customer network(s).

Pricing (P)

P-1. Ethernet Payment Plan (EPP)

P-1.1. EPP Eligibility

Section Effective Date: 31-Mar-2015

To subscribe to AT&T Switched Ethernet Service, the Customer must select one of the EPP options: 12, 24, 36, 48 or 60 months. The service is not available to be subscribed to on a month-to-month basis.

P-1.2. Nonrecurring Charges

Section Effective Date: 31-Mar-2015

Nonrecurring charges will be waived for Customers subscribing to new service under an EPP, or for Customers subscribing to a new EPP for an existing service, subject to termination liability. For moves of service and service reconfigurations, nonrecurring charges will apply.

P-1.3. EPP Term

Section Effective Date: 31-Mar-2015

During the Customer's EPP term, AT&T-initiated recurring rate changes (i.e., rate increases or decreases) will be automatically applied to the Customer's EPP rates for the months remaining in the Customer's EPP term. However, at no time during the Customer's EPP term will rates exceed the Customer's initial EPP rates.

P-1.4. Expiration of EPP Term

Section Effective Date: 31-Mar-2015

When an EPP term expires, the Customer may select a new EPP term from among any EPP options which are then available to new Customers hereunder. EPP rates in effect at the time the new EPP term starts will apply. If the Customer selects such new EPP term at least 90 days in advance of the existing EPP term expiration date, the new EPP term will begin immediately upon the expiration of the existing EPP term. If the Customer selects such new EPP term, but does not do so at least 90 days in advance of the existing EPP term expiration date, the Term Extension Month-to-Month Rates will apply between the expiration of the existing EPP term and the date upon which AT&T implements the new EPP term in its billing system.

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P-1.5. Term Extension

Section Effective Date: 31-Mar-2015

The Term Extension Month-to-Month (MTM) rates will apply when a Customer's EPP term expires. The Customer will be billed the MTM rates in effect from time to time until such time as the Customer selects a new EPP or the Service is terminated.

P-1.6. Termination Liability

Section Effective Date: 31-Mar-2015

Termination Liability will apply if the Customer disconnects service prior to the end of the selected EPP. Termination Liability will be determined based on the number of months remaining in the EPP term times 50% of the applicable EPP monthly rates, calculated as follows:

- $[(\text{EPP Monthly Rates}) \times (\text{Months Remaining in EPP Term})] \times 50\%$

In addition, the Customer must pay all nonrecurring charges that were waived.

P-2. Moves

Section Effective Date: 31-Mar-2015

Moves involve a change in the physical location of one of the following:

- Point of service demarcation in the same building; or
- Change of Customer premises to a new building

P-2.1. Inside Moves

Section Effective Date: 31-Mar-2015

When the move is to a different location within the same building (i.e., results in a different point of service demarcation in the same building, such as a move to a different floor), previously waived nonrecurring charges associated with the existing service (if still under term) will be charged for all service components affected.

A new EPP term is not required (if still under EPP term) and Termination Liability will not apply for such a move. For move requests from Customers who have completed an EPP term and are currently being billed Term Extension MTM rates, a new EPP is required for the service at the new location.

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P-2.2. Outside Moves

Section Effective Date: 31-Mar-2015

When the move is to a different building (i.e., a different Customer premises), such a move is treated as a discontinuance of service and activation of new service. The previously waived non-recurring charges at the disconnecting location will be billed (if EPP term has not expired).

The Customer must select an EPP term for the new service at the new location. The new EPP term will be subject to the rates in effect at the time of the move. Termination liability will also apply for such a move except where all of the following conditions apply:

- The existing and new service locations must be served by the same serving wire center.
- The Customer's existing service must have been in place for at least 12 months.
- The Customer must select a new EPP with a term that is greater than or equal to the remainder of the existing EPP.
- Orders from the Customer to disconnect the existing service and reestablish service at the new location must be placed by the Customer and received by AT&T on the same date.
- No lapse in billing will occur for moves of service under an EPP. If the Customer requests that both the existing AT&T Switched Ethernet Service and the new AT&T Switched Ethernet Service be in service at same time, such "overlapping" service shall be provided for no more than 30 days, and all applicable charges will be billed for both services during the period of overlapping service.

P-3. Service Re-Configurations

Section Effective Date: 31-Mar-2015

For any of the reconfigurations described below any Customer that has completed an EPP term and is being billed at Term Extension MTM rates must select a new EPP term for the reconfigured service. The Customer may reconfigure service, subject to the conditions below.

P-3.1. Reconfigurations Involving Changes to the Customer Port Connection

Section Effective Date: 31-Mar-2015

For reconfigurations to a higher-capacity Customer Port Connection, previously waived nonrecurring charges associated with the existing service will be charged for all service components affected if such reconfiguration occurs prior to the expiration of the EPP term. An example of such upgrade would be a change from a 1 Gbps to a 10 Gbps Customer Port Connection. The Customer must select a new EPP term for the new configuration. The new EPP term will be subject to the rates in effect at the time of the reconfiguration. EPP Termination Liability will not apply, if all of the following conditions are met:

- The upgraded service must be at a higher capacity than the existing service; and
- The new and existing services must be billed to the same Customer of record at the same Customer location; and

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- The new EPP term selected is equal to or greater than the remainder of the EPP term of the disconnected service.

For reconfigurations to a lower capacity the Customer Port Connection, EPP Termination Liability and nonrecurring charges will apply to all service components affected, if such reconfiguration occurs prior to the expiration of the EPP term. An example of such a downgrade would be a change from a 1 Gbps to 100 Mbps Customer Port Connection. The Customer must select a new EPP term for the reconfigured service. The new EPP term will be subject to the rates in effect at the time of the reconfiguration.

P-3.2. Reconfigurations Involving Changes to the CoS and CIR

Section Effective Date: 31-Mar-2015

Reconfigurations that require changes to the CoS or CIR are subject to the nonrecurring charges associated with the new CoS or CIR service components. EPP Termination Liability will not apply to such reconfigurations. The term effective dates associated with the Customer Port Connection shall apply to the associated CIR/CoS. For example, a Customer with a 60-month term on original port and CIR configuration may change the CIR in month 48, while still keeping the original EPP expiration date associated with both port and CIR.

P-3.3. Other Reconfigurations

Section Effective Date: 31-Mar-2015

For reconfigurations not defined in the preceding subsections, the nonrecurring charge associated with the Customer Port Connection will apply. An example of such change would be a Customer-requested change from a multi-mode fiber interface to a single-mode fiber interface. EPP Termination Liability will not apply to such reconfiguration changes.

P-4. Upgrades to a Higher Level of Service

Section Effective Date: 31-Mar-2015

A Customer may upgrade from AT&T Switched Ethernet Service to a different service provided by AT&T. EPP Termination Liability will not apply if all of the following conditions are met:

- Either:
 - The new service as requested by the Customer must be at a transport speed or capacity greater than the speed or capacity of AT&T Switched Ethernet Service, or
 - The new service must offer the same transport speed or capacity as available with AT&T Switched Ethernet Service and include technology or functionality not available with AT&T Switched Ethernet Service.
- The new service and existing AT&T Switched Ethernet Service must be billed to the same Customer of record at the same Customer location.

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- The Customer's existing AT&T Switched Ethernet Service must have been in place for at least 12 months.
- The minimum term for the new service must be equal to or greater than the remainder of the Customer's existing EPP term.
- The order for the new service and the disconnect order for the existing service must be placed by the Customer and received by AT&T on the same date.
- If the Customer requests that both the existing AT&T Switched Ethernet Service and the new higher level service be in service at the same time, such "overlapping" service shall be provided for no more than 90 days, and all applicable charges will be billed for both services during the period of overlapping service.
- Nothing in this section shall prohibit upgrades within the AT&T Switched Ethernet Service as allowed under the terms contained elsewhere in this Service Guide.

P-5. Port Connection and CIR/CoS Rates

P-5.1. Customer Basic Connection Port

P-5.1.1. Rate Table ASE-CPC-NMTM: AT&T Switched Ethernet Service (TCAL) – Customer Port Connection (Basic Port) – Nonrecurring and Term Extension MTM – Charges

Section Effective Date: 21-Jul-2021

Rate Table ASE-CPC-NMTM: AT&T Switched Ethernet Service (TCAL) - Customer Port Connection (Basic Port) - Nonrecurring and Term Extension MTM - Charges			
Customer Port Connection	USOC	Nonrecurring Charge	Term Extension MTM - Charge
100 Mbps Port	EYQEX	\$1,925.00	\$624.00
1 Gbps Port	EYQFX	\$2,100.00	\$960.00
10 Gbps Port	EYQGX	\$15,750.00	\$8,000.00

P-5.1.2. Rate Table ASE-CPC-MONTH: AT&T Switched Ethernet Service (TCAL) – Customer Port Connection (Basic Port) – 12, 24, 36, 48 and 60 Months – Charge

Section Effective Date: 01-Sep-2016

Rate Table ASE-CPC-MONTH: AT&T Switched Ethernet Service (TCAL) - Customer Port Connection (Basic Port) - 12, 24, 36, 48 and 60 Months - Charge						
Customer Port Connection	USOC	12 Months	24 Months	36 Months	48 Months	60 Months
100 Mbps Port	EYQEX	\$624.00	\$600.00	\$390.00	\$366.00	\$345.00

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Rate Table ASE-CPC-MONTH: AT&T Switched Ethernet Service (TCAL) - Customer Port Connection (Basic Port) - 12, 24, 36, 48 and 60 Months - Charge						
Customer Port Connection	USOC	12 Months	24 Months	36 Months	48 Months	60 Months
1 Gbps Port	EYQFX	\$960.00	\$920.00	\$600.00	\$590.00	\$580.00
10 Gbps Port	EYQGX	\$8,000.00	\$7,600.00	\$4,500.00	\$3,900.00	\$3,450.00

P-5.2. Class of Service Committed Information Rate

P-5.2.1. Rate Table ASE-COS-NRC: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate – Nonrecurring Charge

Section Effective Date: 31-Mar-2015

Rate Table ASE-COS-NRC: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Nonrecurring Charge		
CIR	USOC	Nonrecurring Charge
2 Mbps	R6E2X	\$150.00
4 Mbps	R6E4X	\$150.00
5 Mbps	R6EAX	\$150.00
8 Mbps	R6E8X	\$150.00
10 Mbps	R6EBX	\$150.00
20 Mbps	R6EDX	\$150.00
50 Mbps	R6EHX	\$150.00
100 Mbps	R6ELX	\$150.00
150 Mbps	R6ENX	\$150.00
250 Mbps	R6EQX	\$150.00
400 Mbps	R6ESX	\$150.00
500 Mbps	R6ETX	\$150.00
600 Mbps	R6EUX	\$150.00
1,000 Mbps	R6EZX	\$150.00
2,000 Mbps	R61BX	\$150.00
2,500 Mbps	R61CX	\$150.00
4,000 Mbps	R61FX	\$150.00
5,000 Mbps	R61HX	\$150.00

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Rate Table ASE-COS-NRC: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Nonrecurring Charge		
CIR	USOC	Nonrecurring Charge
7,500 Mbps	R61NX	\$150.00
9,500 Mbps	R61RX	\$150.00
10,000 Mbps	R61SX	\$150.00

P-5.2.2. Rate Table ASE-COS-MTM: AT&T Switched Ethernet Service (TCAL) — Class of Service Committed Information Rate — Term Extension MTM Charges

Section Effective Date: 21-Jul-2021

Rate Table ASE-COS-MTM: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Term Extension MTM - Charges						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$920.00	\$860.00	\$830.00	\$800.00	\$740.00
4 Mbps	R6E4X	\$940.00	\$880.00	\$850.00	\$820.00	\$760.00
5 Mbps	R6EAX	\$1,000.00	\$940.00	\$910.00	\$880.00	\$820.00
8 Mbps	R6E8X	\$1,020.00	\$960.00	\$930.00	\$900.00	\$840.00
10 Mbps	R6EBX	\$1,076.00	\$1,016.00	\$986.00	\$956.00	\$896.00
20 Mbps	R6EDX	\$1,504.00	\$1,304.00	\$1,180.00	\$1,056.00	\$1,008.00
50 Mbps	R6EHX	\$1,672.00	\$1,448.00	\$1,332.00	\$1,216.00	\$1,160.00
100 Mbps	R6ELX	\$1,896.00	\$1,648.00	\$1,536.00	\$1,424.00	\$1,360.00
150 Mbps	R6ENX	\$2,416.00	\$2,096.00	\$1,864.00	\$1,632.00	\$1,552.00
250 Mbps	R6EQX	\$2,680.00	\$2,328.00	\$2,100.00	\$1,872.00	\$1,784.00
400 Mbps	R6ESX	\$2,940.00	\$2,556.00	\$2,320.00	\$2,088.00	\$1,992.00
500 Mbps	R6ETX	\$3,112.00	\$2,704.00	\$2,468.00	\$2,232.00	\$2,128.00
600 Mbps	R6EUX	\$3,544.00	\$3,080.00	\$2,848.00	\$2,616.00	\$2,488.00
1,000 Mbps	R6EZX	\$4,032.00	\$3,504.00	\$3,272.00	\$3,040.00	\$2,888.00

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Rate Table ASE-COS-MTM: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - Term Extension MTM - Charges						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2,000 Mbps	R61BX	\$5,694.00	\$5,327.00	\$5,149.00	\$4,970.00	\$4,728.00
2,500 Mbps	R61CX	\$6,834.00	\$6,382.00	\$6,170.00	\$5,958.00	\$5,664.00
4,000 Mbps	R61FX	\$8,066.00	\$7,539.00	\$7,290.00	\$7,040.00	\$6,688.00
5,000 Mbps	R61HX	\$9,487.00	\$8,866.00	\$8,574.00	\$8,282.00	\$7,872.00
7,500 Mbps	R61NX	\$12,462.00	\$11,642.00	\$11,257.00	\$10,871.00	\$10,328.00
9,500 Mbps	R61RX	\$14,834.00	\$13,854.00	\$13,398.00	\$12,942.00	\$12,296.00
10,000 Mbps	R61SX	\$15,417.00	\$14,410.00	\$13,934.00	\$13,459.00	\$12,792.00

P-5.2.3. Rate Table ASE-COS-12MNTH: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate — 12 Months – Charge

Section Effective Date: 01-Sep-2016

Rate Table ASE-COS-12MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 12 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$920.00	\$860.00	\$830.00	\$800.00	\$740.00
4 Mbps	R6E4X	\$940.00	\$880.00	\$850.00	\$820.00	\$760.00
5 Mbps	R6EAX	\$1,000.00	\$940.00	\$910.00	\$880.00	\$820.00
8 Mbps	R6E8X	\$1,020.00	\$960.00	\$930.00	\$900.00	\$840.00
10 Mbps	R6EBX	\$1,076.00	\$1,016.00	\$986.00	\$956.00	\$896.00
20 Mbps	R6EDX	\$1,504.00	\$1,304.00	\$1,180.00	\$1,056.00	\$1,008.00
50 Mbps	R6EHX	\$1,672.00	\$1,448.00	\$1,332.00	\$1,216.00	\$1,160.00
100 Mbps	R6ELX	\$1,896.00	\$1,648.00	\$1,536.00	\$1,424.00	\$1,360.00

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Rate Table ASE-COS-12MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 12 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
150 Mbps	R6ENX	\$2,416.00	\$2,096.00	\$1,864.00	\$1,632.00	\$1,552.00
250 Mbps	R6EQX	\$2,680.00	\$2,328.00	\$2,100.00	\$1,872.00	\$1,784.00
400 Mbps	R6ESX	\$2,940.00	\$2,556.00	\$2,320.00	\$2,088.00	\$1,992.00
500 Mbps	R6ETX	\$3,112.00	\$2,704.00	\$2,468.00	\$2,232.00	\$2,128.00
600 Mbps	R6EUX	\$3,544.00	\$3,080.00	\$2,848.00	\$2,616.00	\$2,488.00
1,000 Mbps	R6EZX	\$4,032.00	\$3,504.00	\$3,272.00	\$3,040.00	\$2,888.00
2,000 Mbps	R61BX	\$5,694.00	\$5,327.00	\$5,149.00	\$4,970.00	\$4,728.00
2,500 Mbps	R61CX	\$6,834.00	\$6,382.00	\$6,170.00	\$5,958.00	\$5,664.00
4,000 Mbps	R61FX	\$8,066.00	\$7,539.00	\$7,290.00	\$7,040.00	\$6,688.00
5,000 Mbps	R61HX	\$9,487.00	\$8,866.00	\$8,574.00	\$8,282.00	\$7,872.00
7,500 Mbps	R61NX	\$12,462.00	\$11,642.00	\$11,257.00	\$10,871.00	\$10,328.00
9,500 Mbps	R61RX	\$14,834.00	\$13,854.00	\$13,398.00	\$12,942.00	\$12,296.00
10,000 Mbps	R61SX	\$15,417.00	\$14,410.00	\$13,934.00	\$13,459.00	\$12,792.00

P-5.2.4. Rate Table ASE-COS-24MNTH: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate — 24 Months – Charge

Section Effective Date: 01-Sep-2016

Rate Table ASE-COS-24MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 24 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$408.00	\$376.00	\$320.00	\$264.00	\$248.00

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Rate Table ASE-COS-24MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 24 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
4 Mbps	R6E4X	\$440.00	\$416.00	\$364.00	\$312.00	\$296.00
5 Mbps	R6EAX	\$520.00	\$488.00	\$444.00	\$400.00	\$372.00
8 Mbps	R6E8X	\$600.00	\$560.00	\$524.00	\$488.00	\$456.00
10 Mbps	R6EBX	\$808.00	\$752.00	\$664.00	\$576.00	\$536.00
20 Mbps	R6EDX	\$1,040.00	\$968.00	\$880.00	\$792.00	\$740.00
50 Mbps	R6EHX	\$1,168.00	\$1,080.00	\$992.00	\$904.00	\$844.00
100 Mbps	R6ELX	\$1,320.00	\$1,232.00	\$1,144.00	\$1,056.00	\$984.00
150 Mbps	R6ENX	\$1,507.00	\$1,397.00	\$1,342.00	\$1,330.00	\$1,195.00
250 Mbps	R6EQX	\$1,950.00	\$1,815.00	\$1,632.00	\$1,450.00	\$1,345.00
400 Mbps	R6ESX	\$2,105.00	\$1,955.00	\$1,775.00	\$1,595.00	\$1,485.00
500 Mbps	R6ETX	\$2,198.00	\$2,045.00	\$1,868.00	\$1,689.00	\$1,572.00
600 Mbps	R6EUX	\$2,480.00	\$2,312.00	\$2,136.00	\$1,960.00	\$1,824.00
1,000 Mbps	R6EZX	\$2,808.00	\$2,624.00	\$2,400.00	\$2,272.00	\$2,112.00
2,000 Mbps	R61BX	\$4,840.00	\$4,528.00	\$4,376.00	\$4,224.00	\$3,936.00
2,500 Mbps	R61CX	\$5,808.00	\$5,424.00	\$5,244.00	\$5,064.00	\$4,720.00
4,000 Mbps	R61FX	\$6,856.00	\$6,408.00	\$6,196.00	\$5,984.00	\$5,576.00
5,000 Mbps	R61HX	\$8,064.00	\$7,536.00	\$7,288.00	\$7,040.00	\$6,560.00
7,500 Mbps	R61NX	\$10,592.00	\$9,896.00	\$9,568.00	\$9,240.00	\$8,612.00
9,500 Mbps	R61RX	\$12,608.00	\$11,776.00	\$11,388.00	\$11,000.00	\$10,252.00
10,000 Mbps	R61SX	\$13,104.00	\$12,248.00	\$11,844.00	\$11,440.00	\$10,660.00

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P-5.2.5. Rate Table ASE-COS-36MNTH: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate — 36 Months – Charge

Section Effective Date: 16-Dec-2016

Rate Table ASE-COS-36MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 36 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$312.00	\$288.00	\$245.00	\$204.00	\$197.00
4 Mbps	R6E4X	\$345.00	\$320.00	\$282.00	\$242.00	\$235.00
5 Mbps	R6EAX	\$382.00	\$356.00	\$318.00	\$280.00	\$268.00
8 Mbps	R6E8X	\$408.00	\$381.00	\$357.00	\$330.00	\$318.00
10 Mbps	R6EBX	\$546.00	\$510.00	\$450.00	\$390.00	\$372.00
20 Mbps	R6EDX	\$708.00	\$660.00	\$600.00	\$540.00	\$516.00
50 Mbps	R6EHX	\$792.00	\$735.00	\$675.00	\$615.00	\$588.00
100 Mbps	R6ELX	\$900.00	\$840.00	\$780.00	\$720.00	\$684.00
150 Mbps	R6ENX	\$980.00	\$915.00	\$1,016.00	\$838.00	\$797.00
250 Mbps	R6EQX	\$1,285.00	\$1,195.00	\$1,075.00	\$955.00	\$910.00
400 Mbps	R6ESX	\$1,398.00	\$1,302.00	\$1,182.00	\$1,062.00	\$1,011.00
500 Mbps	R6ETX	\$1,482.00	\$1,380.00	\$1,474.00	\$1,140.00	\$1,086.00
600 Mbps	R6EUX	\$1,686.00	\$1,575.00	\$1,574.00	\$1,335.00	\$1,272.00
1,000 Mbps	R6EZX	\$1,914.00	\$1,785.00	\$2,300.00	\$1,545.00	\$1,470.00
2,000 Mbps	R61BX	\$3,300.00	\$3,084.00	\$2,982.00	\$2,880.00	\$2,736.00
2,500 Mbps	R61CX	\$3,960.00	\$3,696.00	\$3,573.00	\$3,450.00	\$3,282.00
4,000 Mbps	R61FX	\$4,674.00	\$4,368.00	\$4,224.00	\$4,080.00	\$3,876.00
5,000 Mbps	R61HX	\$5,496.00	\$5,136.00	\$4,968.00	\$4,800.00	\$4,560.00

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Rate Table ASE-COS-36MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 36 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
7,500 Mbps	R61NX	\$7,218.00	\$6,744.00	\$6,522.00	\$6,300.00	\$5,988.00
9,500 Mbps	R61RX	\$8,592.00	\$8,028.00	\$7,764.00	\$7,500.00	\$7,128.00
10,000 Mbps	R61SX	\$8,934.00	\$8,346.00	\$8,073.00	\$7,800.00	\$7,410.00

P-5.2.6. Rate Table ASE-COS-48MNTH: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate — 48 Months – Charge

Section Effective Date: 01-Sep-2016

Rate Table ASE-COS-48MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 48 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$312.00	\$288.00	\$245.00	\$204.00	\$197.00
4 Mbps	R6E4X	\$345.00	\$320.00	\$282.00	\$242.00	\$235.00
5 Mbps	R6EAX	\$382.00	\$356.00	\$318.00	\$280.00	\$268.00
8 Mbps	R6E8X	\$408.00	\$381.00	\$357.00	\$330.00	\$318.00
10 Mbps	R6EBX	\$546.00	\$510.00	\$450.00	\$390.00	\$372.00
20 Mbps	R6EDX	\$708.00	\$660.00	\$600.00	\$540.00	\$516.00
50 Mbps	R6EHX	\$792.00	\$735.00	\$675.00	\$615.00	\$588.00
100 Mbps	R6ELX	\$900.00	\$840.00	\$780.00	\$720.00	\$684.00
150 Mbps	R6ENX	\$980.00	\$915.00	\$1,016.00	\$838.00	\$797.00
250 Mbps	R6EQX	\$1,285.00	\$1,195.00	\$1,075.00	\$955.00	\$910.00
400 Mbps	R6ESX	\$1,398.00	\$1,302.00	\$1,182.00	\$1,062.00	\$1,011.00
500 Mbps	R6ETX	\$1,482.00	\$1,380.00	\$1,474.00	\$1,140.00	\$1,086.00

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Rate Table ASE-COS-48MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 48 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
600 Mbps	R6EUX	\$1,686.00	\$1,575.00	\$1,574.00	\$1,335.00	\$1,272.00
1,000 Mbps	R6EZC	\$1,914.00	\$1,785.00	\$2,300.00	\$1,545.00	\$1,470.00
2,000 Mbps	R61BX	\$3,300.00	\$3,084.00	\$2,982.00	\$2,880.00	\$2,736.00
2,500 Mbps	R61CX	\$3,960.00	\$3,696.00	\$3,573.00	\$3,450.00	\$3,282.00
4,000 Mbps	R61FX	\$4,674.00	\$4,368.00	\$4,224.00	\$4,080.00	\$3,876.00
5,000 Mbps	R61HX	\$5,496.00	\$5,136.00	\$4,968.00	\$4,800.00	\$4,560.00
7,500 Mbps	R61NX	\$7,218.00	\$6,744.00	\$6,522.00	\$6,300.00	\$5,988.00
9,500 Mbps	R61RX	\$8,592.00	\$8,028.00	\$7,764.00	\$7,500.00	\$7,128.00
10,000 Mbps	R61SX	\$8,934.00	\$8,346.00	\$8,073.00	\$7,800.00	\$7,410.00

P-5.2.7. Rate Table ASE-COS-60MNTH: AT&T Switched Ethernet Service (TCAL) – Class of Service Committed Information Rate — 60 Months – Charge

Section Effective Date: 01-Sep-2016

Rate Table ASE-COS-60MNTH: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 60 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
2 Mbps	R6E2X	\$312.00	\$288.00	\$245.00	\$204.00	\$197.00
4 Mbps	R6E4X	\$345.00	\$320.00	\$282.00	\$242.00	\$235.00
5 Mbps	R6EAX	\$382.00	\$356.00	\$318.00	\$280.00	\$268.00
8 Mbps	R6E8X	\$408.00	\$381.00	\$357.00	\$330.00	\$318.00
10 Mbps	R6EBX	\$546.00	\$510.00	\$450.00	\$390.00	\$372.00
20 Mbps	R6EDX	\$708.00	\$660.00	\$600.00	\$540.00	\$516.00

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Rate Table ASE-COS-60MNT: AT&T Switched Ethernet Service (TCAL) - Class of Service Committed Information Rate - 60 Months - Charge						
CIR	USOC	Real Time	Interactive	Business Critical - High	Business Critical - Medium	Non-Critical - High
50 Mbps	R6EHX	\$792.00	\$735.00	\$675.00	\$615.00	\$588.00
100 Mbps	R6ELX	\$900.00	\$840.00	\$780.00	\$720.00	\$684.00
150 Mbps	R6ENX	\$980.00	\$915.00	\$1,016.00	\$838.00	\$797.00
250 Mbps	R6EQX	\$1,285.00	\$1,195.00	\$1,075.00	\$955.00	\$910.00
400 Mbps	R6ESX	\$1,398.00	\$1,302.00	\$1,182.00	\$1,062.00	\$1,011.00
500 Mbps	R6ETX	\$1,482.00	\$1,380.00	\$1,474.00	\$1,140.00	\$1,086.00
600 Mbps	R6EUX	\$1,686.00	\$1,575.00	\$1,574.00	\$1,335.00	\$1,272.00
1,000 Mbps	R6EZX	\$1,914.00	\$1,785.00	\$2,300.00	\$1,545.00	\$1,470.00
2,000 Mbps	R61BX	\$3,300.00	\$3,084.00	\$2,982.00	\$2,880.00	\$2,736.00
2,500 Mbps	R61CX	\$3,960.00	\$3,696.00	\$3,573.00	\$3,450.00	\$3,282.00
4,000 Mbps	R61FX	\$4,674.00	\$4,368.00	\$4,224.00	\$4,080.00	\$3,876.00
5,000 Mbps	R61HX	\$5,496.00	\$5,136.00	\$4,968.00	\$4,800.00	\$4,560.00
7,500 Mbps	R61NX	\$7,218.00	\$6,744.00	\$6,522.00	\$6,300.00	\$5,988.00
9,500 Mbps	R61RX	\$8,592.00	\$8,028.00	\$7,764.00	\$7,500.00	\$7,128.00
10,000 Mbps	R61SX	\$8,934.00	\$8,346.00	\$8,073.00	\$7,800.00	\$7,410.00

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P-6. Optional Features**P-6.1. Additional MAC Addresses****P-6.1.1. Rate Table ASE-MACA-CHR: AT&T Switched Ethernet Service (TCAL) – Additional MAC Addresses – Charge***Section Effective Date: 31-Mar-2015*

Rate Table ASE-MACA-CHR: AT&T Switched Ethernet Service (TCAL) - Additional MAC Addresses - Charge			
Description	USOC	Monthly Charge*	Nonrecurring Charge*
Per Port	M2CBX	\$5.00	\$70.00
Notes: * A nonrecurring charge and monthly charge applies, per port, for increasing the MAC address limit to 500 MAC addresses per Multipoint EVC.			

P-6.2. Regenerator**P-6.2.1. Rate Table ASE-REGEN-NMTM: AT&T Switched Ethernet Service (TCAL) — Regenerator — Nonrecurring and Term Extension MTM – Charges***Section Effective Date: 21-Jul-2021*

Rate Table ASE-REGEN-NMTM: AT&T Switched Ethernet Service (TCAL) - Regenerator - Nonrecurring and Term Extension MTM - Charges			
Regenerator - per port	USOC	Nonrecurring Charge	Term Extension MTM - Charge
100 Mbps	EYQHX	\$250.00	\$3,250.00
1 Gbps	EYQJX	\$250.00	\$3,250.00
10 Gbps	EYQKX	\$1,500.00	\$6,000.00

P-6.2.2. Rate Table ASE-REGEN-C: AT&T Switched Ethernet Service (TCAL) – Regenerator – Per Port – 12, 24, 36, 48, and 60 Months – Charge*Section Effective Date: 31-Mar-2015*

Rate Table ASE-REGEN-C: AT&T Switched Ethernet Service (TCAL) - Regenerator - Per Port - 12, 24, 36, 48 and 60 Months						
Description	USOC	12 Months	24 Months	36 Months	48 Months	60 Months
100 Mbps	EYQHX	\$3,250.00	\$1,630.00	\$1,090.00	\$820.00	\$650.00
1 Gbps	EYQJX	\$3,250.00	\$1,630.00	\$1,090.00	\$820.00	\$650.00

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Rate Table ASE-REGEN-C: AT&T Switched Ethernet Service (TCAL) - Regenerator - Per Port - 12, 24, 36, 48 and 60 Months						
Description	USOC	12 Months	24 Months	36 Months	48 Months	60 Months
10 Gbps	EYQKX	\$6,000.00	\$4,800.00	\$4,400.00	\$4,200.00	\$3,900.00

P-6.3. Enhanced Multicast

P-6.3.1. Rate Table ASE-EM-MRCAC: AT&T Switched Ethernet Service (TCAL) – Enhanced Multicast – Monthly and Administrative – Charges

Section Effective Date: 31-Mar-2015

Rate Table ASE-EM-MRCAC: AT&T Switched Ethernet Service (TCAL) - Enhanced Multicast - Monthly and Administrative Charges		
Description	Monthly Charge*	Administrative Charge**
Per Port**	\$140.00	\$51.00
Notes: * USOC: EY7AE - Applies to each port provisioned with this feature. ** USOC: ORCMX - Applies for adding or removing the Enhanced Multicast Feature on an existing port.		

P-7. Testing, Additional Engineering, and Additional Labor

P-7.1. Testing

P-7.1.1. Rate Table TS-ACAT: Testing — Additional Cooperative Acceptance Testing (ACAT) — Per Technician

Section Effective Date: 15-Mar-2017

Rate Table TS-ACAT: Testing - Additional Cooperative Acceptance Testing (ACAT) - Per Technician			
Testing Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	SNTX+	\$85.00	\$55.00
Overtime	SNTX+	\$100.00	\$80.00
Premium Time	SNTX+	\$110.00	\$90.00

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P-7.1.2. Rate Table TS-NST: Testing – Nonscheduled Testing (NST) — Per Technician*Section Effective Date: 15-Mar-2017*

Rate Table TS-NST: Testing - Nonscheduled Testing (NST) - Per Technician			
Testing Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	SNOX+	\$85.00	\$55.00
Overtime	SNOX+	\$100.00	\$80.00
Premium Time	SNOX+	\$110.00	\$90.00

P-7.2. Additional Engineering**P-7.2.1. Rate Table ADDENG-CHR: Additional Engineering — Per Technician***Section Effective Date: 06-Jan-2017*

Rate Table ADDENG-CHR: Additional Engineering - Per Technician			
Testing Period	USOC	First Half Hour or Fraction Thereof	Each Additional Half Hour or Fraction Thereof
Basic Time	AEH	\$34.59	\$24.97
Overtime	AEH	\$41.37	\$31.75

P-7.3. Additional Labor**P-7.3.1. Rate Table ADDLAB-CHR: Additional Labor — Per Technician***Section Effective Date: 06-Jan-2017*

Rate Table ADDLAB-CHR: Additional Labor - Per Technician			
Installation	USOC	Hour or Fraction Thereof	Half Hour or Fraction Thereof
Overtime	ALH	\$250.00	\$100.00
Premium Time	ALH	\$300.00	\$250.00

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P-7.3.2. Rate Table TSMA-OLAB: Testing and Maintenance with Other Service Providers or Other Labor — Per Technician

Section Effective Date: 06-Jan-2017

Rate Table TSMA-OLAB: Testing and Maintenance with Other Service Providers or Other Labor - Per Technician			
Testing Period	USOC	Hour or Fraction Thereof	Half Hour or Fraction Thereof
Basic Time	ALK	\$85.00	\$55.00
Overtime	ALK	\$100.00	\$80.00
Premium Time	ALK	\$110.00	\$90.00

P-7.3.3. Rate Table STANBY-CHR: Stand By — Per Technician

Section Effective Date: 06-Jan-2017

Rate Table STANBY-CHR: Stand By - Per Technician			
Testing Period	USOC	First Quarter Hour	Each Additional Half Hour or Fraction Thereof
Basic Time	ALT	\$0.00	\$115.00
Overtime	ALT	\$0.00	\$140.00
Premium Time	ALT	\$0.00	\$170.00

P-8. Billing**P-8.1. General**

Section Effective Date: 31-Mar-2015

Bills for AT&T Switched Ethernet Service are rendered for each Access Customer Name Abbreviation (ACNA), by Customer type (assess or local), by bill period and by Revenue Accounting Office (RAO). Both a primary bill and a secondary bill are available to the Customer.

Primary and secondary bills are transmitted to the Customer's designated billing address according to the type of media selected by the Customer.

Primary Bill

The primary bill is provided in paper format.

Secondary Bill

At the Customer's request, a secondary bill, in addition to the Customer's primary bill, will be provided.

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The secondary bill will contain the same detail billing data as a primary bill and may be requested in paper format:

Up to 19 (nineteen) additional copies of the secondary bill may be requested and each copy may utilize a different billing address. The billing address selected by the Customer for secondary bills may be different from, or the same as, the billing address selected for the Customer's primary bill.

P-8.2. Billing Information

P-8.2.1. Rate Table ASE-BI-NRC: AT&T Switched Ethernet Service (TCAL) – Billing Change Charge – Nonrecurring Charge

Section Effective Date: 31-Mar-2015

Rate Table ASE-BI-NRC: AT&T Switched Ethernet Service (TCAL) - Billing Change Charge - Nonrecurring Charge	
Description	Nonrecurring Charge
Billing Change Charge RAO, per ACNA, per Customer Type, per Billing Period	\$7.25

P-8.2.2. Rate Table ASE-BI-SBNRC: AT&T Switched Ethernet Service (TCAL) – Secondary Bill – Nonrecurring Charge

Section Effective Date: 31-Mar-2015

Rate Table ASE-BI-SBNRC: AT&T Switched Ethernet Service (TCAL) - Secondary Bill - Nonrecurring Charge		
Description	USOC	Nonrecurring Charge
Secondary Bill - paper (per page)	WCP1X	\$0.0325

P-8.3. Standard Billing Periods

Section Effective Date: 31-Mar-2015

Standard bill periods for AT&T Switched Ethernet Service are on the 5th, 15th and 25th of the Month.

The Customer has the option to select a bill period other than the standard bill periods listed above.

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P-8.3.1. Rate Table ASE-SEBP-CHR: AT&T Switched Ethernet Service (TCAL) – Change of Bill Period Charge – Nonrecurring Charge

Section Effective Date: 31-Mar-2015

Rate Table ASE-SEBP-CHR: AT&T Switched Ethernet Service (TCAL) - Change of Bill Period Charge - Nonrecurring Charge		
Description	USOC	Nonrecurring Charge
Change of AT&T Switched Ethernet Bill Period	NRBCH	\$44.00

P-9. Cancellation Charge**P-9.1. Rate Table ASE-CC-PPC: AT&T Switched Ethernet Service (TCAL) — Cancellation Charge — Per Port Connection**

Section Effective Date: 25-Nov-2015

Rate Table ASE-CC-PPC: AT&T Switched Ethernet Service (TCAL) – Cancellation Charge – Per Port Connection		
Cancellation Date - Calendar Days after Receipt of Order	USOC	Cancellation Charge (Per Port Connection)
0 - 10	NRFSC	\$0.00
11 - 30	NRFSD	\$0.00
31 - 60	NRFSE	\$2,000.00
61+	NRFSF	\$3,000.00

P-10. Design Change Charge**P-10.1. Rate Table ASE-DESCHG-CHR: AT&T Switched Ethernet Service (TCAL) — Design Change Charge — Nonrecurring Charge**

Section Effective Date: 01-Aug-2015

Rate Table ASE-DESCHG-CHR: AT&T Switched Ethernet Service (TCAL) - Design Change Charge - Nonrecurring Charge		
Description	USOC	Nonrecurring Charge
Design Change Charge	H28	\$58.00
Administrative Charge (per order)	ORCMX	\$51.00

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P-11. Service Date Change Charge/Dispatch Charge**P-11.1. Rate Table SDCDC-CHR: Service Date Change Charge/Dispatch Charge —
Nonrecurring Charge***Section Effective Date: 15-Mar-2017*

Rate Table SDCDC-CHR: Service Date Change Charge/Dispatch Charge - Non-Recurring Charge		
Description	USOC	Non-Recurring Charge
Service Date Change Charge	OMC	\$26.50
Service Date Change Dispatch Charge	VT6DN	\$200.00

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Class of Service	Service Measurement	
	Latency (one-way)	Jitter
Real Time	5 ms	3 ms
Interactive	13 ms	10 ms
Business Critical – High	20 ms	N/A
Business Critical – Medium	30 ms	N/A

Packet Delivery Rate (PDR)
99.995%
99.95%
99.9%
99.9%