

**STATEWIDE COMPETITIVE CONTRACT
AWARD**



**STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
OFFICE OF STATE PURCHASING**

NUMBER : 409849
BUYER : KIM GUEHO
BUYER PHONE : (225)342-8021
T-NUMBER : 92595
DATE ISSUED : 06/04/14
VENDOR NUMBER : 580436120 13
VENDOR PHONE : (225)298-8510-0000
REQ AGENCY : 107001

OFFICE OF STATE PURCHASING

AGENCY REQ NO. :
ISIS REQ NO. : 1350503
FISCAL YEAR : 14
EFFECTIVE DATE : 06/04/14
EXPIRATION DATE : 06/03/17

BELLSOUTH TELECOMMUNICATIONS
INC DBA A T & T LOUISIANA
3854 AMERICAN WAY RM P100
BATON ROUGE, LA 70816

**LOCAL TELECOMMUNICATION SERVICES
STATEWIDE - U 92595 YT**

1. THIS IS NOT AN ORDER TO SHIP OR BEGIN SERVICE). A CONTRACT RELEASE OR PURCHASE ORDER MUST BE ISSUED BEFORE YOU ARE AUTHORIZED TO SHIP (OR BEGIN SERVICE).
2. THIS IS NOTICE THAT THE CONTRACT REFERENCED ABOVE HAS BEEN AWARDED TO YOU BASED ON THE BID (OR PROPOSAL) SUBMITTED. ALL TERMS, CONDITIONS, AND SPECIFICATIONS OF THE SOLICITATION WILL APPLY TO ALL ORDERS.
3. ANY AGENCY AUTHORIZED TO PURCHASE FROM THIS CONTRACT MUST ISSUE AN ORDER AND REFERENCE THE CONTRACT NUMBER, LINE NUMBER AND COMMODITY ITEM NUMBER FOR EACH ITEM.
4. CHANGES IN ITEMS TO BE FURNISHED ARE NOT PERMITTED (UNLESS APPROVED BY THE OFFICE OF STATE PURCHASING PRIOR TO DELIVERY). PRIOR APPROVAL MUST ALSO BE OBTAINED BEFORE DISTRIBUTORS CAN BE ADDED OR DELETED.
5. IF A DISTRIBUTOR LIST WAS SUBMITTED, CONTRACTOR MUST SEND COPIES OF THIS AWARD TO EACH DISTRIBUTOR.
6. QUANTITIES LISTED ARE ESTIMATED AND NO QUANTITIES ARE GUARANTEED (UNLESS "COMMITTED VOLUME" IS SPECIFICALLY STATED). CONTRACTOR MUST SUPPLY ACTUAL REQUIREMENTS ORDERED AT THE CONTRACT PRICE AWARDED.
7. COMPLIANCE WITH CIVIL RIGHTS LAWS.

THE CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND CONTRACTOR AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. CONTRACTOR AGREES TO NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY CONTRACTOR OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT AND ANY CONTRACT ENTERED INTO AS A RESULT OF THIS AGREEMENT.

RECOMMENDING APPROVAL:

Kim Gueho
STATE PURCHASING OFFICER/SUPERVISOR

APPROVED BY:

Dan Parker
Sandra G. Gillen, CPPB
DIRECTOR OF PURCHASING

PRICE SHEET		STATEWIDE COMPETITIVE CONTRACT			
NUMBER : 409849 T-NUMBER : 92595		VENDOR: BELL SOUTH TELECOMMUNICATIONS			PAGE 2
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	DISCOUNT OFF CATALOG PRICE
00001	<p>UNLESS SPECIFIED OTHERWISE BELOW:</p> <p>SHIP TO: STATEWIDE DELIVERY</p> <p>COMMODITY CODE: 915-77-120867</p> <p>LOCAL TELECOMMUNICATION SERVICES</p> <p>.....</p> <p>STATEWIDE MULTI-YEAR CONTRACT TO PROVIDE LOCAL TELECOMMUNICATION SERVICES FOR SPECIFIC AREAS OF THE STATE. TO INCLUDE BUSINESS LINE, PBX TRUNKING, PBX T1 TRUNKING, PRI TRUNKING AND DID NUMBER BLOCKS.</p> <p>CONTRACTOR SHALL NOT ACCEPT ORDERS DIRECTLY FROM STATE AGENCIES. STATE AGENCIES SHALL REQUEST THE SERVICE THROUGH OTM. OTM SHALL SEND A WRITTEN ORDER TO THE CONTRACTOR. E-RATE QUALIFIED ENTITIES/SERVICES SHALL SEND ORDERS DIRECTLY TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ELIGIBILITY AND E-RATE DISCOUNT APPLICABLE TO THE ENTITY ORDERING THE SERVICES. WRITTEN ORDERS FOR QUASI-STATE AGENCIES AND POLITICAL SUBDIVISIONS SUCH AS LOCAL AND PARISH GOVERNMENT AGENCIES MAY BE ISSUED BY THE QUASI-STATE AGENCY OR PARISH GOVERNMENT AGENCY. THE CONTRACTOR MAY ACCEPT ORDERS DIRECTLY FROM THESE AGENCIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY TYPE OF AGENCY.</p> <p>LOCATIONS OF ALEXANDRIA, BATON ROUGE, BELLE CHASE, EUNICE, GRAMBLING, GREENWELL SPRINGS, HAMMOND, HOUMA, INDEPENDENCE, JACKSON, LAFAYETTE, LAKE CHARLES, MANDEVILLE, MONROE, NATCHITOCHES, NEW ORLEANS, PINEVILLE, RUSTON, SHREVEPORT, THIBODAUX AND ADDITIONAL CITIES OFFERED IN THE BID RESPONSE IN SECTION 7.1.1.</p>	1	EACH	N/A	

BOBBY JINDAL
GOVERNOR



Kristy H. Nichols
COMMISSIONER OF ADMINISTRATION

State of Louisiana

Division of Administration
Office of State Purchasing

June 4, 2014

NOTIFICATION OF AWARD

Bellsouth Telecommunications, LLC.

d/b/a AT&T Louisiana

Attention: Mr. Christopher Roy

3854 American Way, Room F-100

Baton Rouge, LA 70816

Re: Local Telecommunication Services – Statewide Contract
File No. U 92595 YT; Solicitation No. 2252776 - RFP
Contract No. 409849

Dear Mr. Roy:

This is official notification that the contract referenced above has been awarded to you for the attached list of locations TDM on the basis of your bid submitted to the Division of Administration, Purchasing Section. Enclosed are the originals of the approved Contract Award.

The contract shall be effective for a period of thirty-six (36) months from **June 4, 2014** to **June 3, 2017**, or until such time as State Purchasing informs you by thirty (30) days written notice that this contract will be cancelled.

At the option of the Division of Administration and acceptance by the contractor, this contract can be renewed for two (2) additional twelve (12) month periods at the same prices and terms.

If a list of distributors was submitted with your bid proposal, it will be your responsibility, as prime contractor, to send copies of this award to each distributor. Prior approval from the Division of Administration, Purchasing Section, must be obtained before additional distributors may be added.

Sincerely,

Sandra G. Gillen
Director of State Purchasing

BY:


Kim Guello

State Purchasing Officer

SGG:FMS:PEP:kg

Enclosures

cc: Ms. Rhonda Brown, OTM (w/encls.)

**STATE OF LOUISIANA
CONTRACT**

Be it known, that on this 3 day of June, 2014, the Office of Telecommunications Management (hereinafter sometimes referred to as "State") and AT&T Corporation, 3854 American Way, Room F100, Baton Rouge, LA. 70816 (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

Scope of Services

Contractor hereby agrees to furnish the services as described in Solicitation 2252776, Local Telecommunications Services for the following:

Alexandria, Baton Rouge, Belle Chase, Eunice, Grambling, Greenwell Springs, Hammond, Houma, Independence, Jackson, Lafayette, Lake Charles, Mandeville, Monroe, Natchitoches, New Orleans, Pineville, Ruston, Shreveport, Thibodaux and additional cities offered in the bid response in Section 7.1.1.

Entire Contract

This contract, together with the RFP and addenda issued thereto by the State, the proposal submitted by the Contractor in response to the RFP, and any exhibits specifically incorporated herein by reference, constitute the entire contract between the parties with respect to the subject matter.

Order of Precedence

In the event of any inconsistent or incompatible provisions, this signed contract (excluding the RFP and Contractor's proposal) shall take precedence, followed by the RFP and addenda, and then by the terms of the Contractor's proposal.

Contract Controversies

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

Contract Modifications

Contract modifications may result from technological enhancements, manufacturer discontinuance, or obsolescence. If an item meets or exceeds original specifications and the price is equal to or lower than the original bid price, a contract modification may be requested in writing by the Contractor to the OTM Contracts Administrator. The Office of Telecommunications Management shall review the request and make a written recommendation to the Office of State Purchasing.

Termination for Non-Appropriation of Funds

The continuation of the contract is contingent upon the continuation of an appropriation of funds by the Legislature to fulfill the requirements of the contract. If the Legislature fails to appropriate sufficient monies to provide for the continuation of a contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriations for the year from exceeding revenues for that year or for any other lawful purpose and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the last day of the fiscal year for which funds were appropriated.

Term of Contract

The initial term of this contract shall be thirty-six (36) months beginning June 4, 2014 and ending June 3, 2017. Upon acceptance by the Contractor and approval by the State, the contract may be renewed for two (2) additional twelve (12) month periods at the same prices, terms and conditions.

Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the contract.

The Contractor shall be fully liable for the actions of his agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, his agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The Contractor shall indemnify, defend and hold the State harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished by Contractor under his bid response and the contract, or of any copyright trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State may require the Contractor, at his sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: (i) the State's unauthorized modification or alteration of a Product, Material, or Service; (ii) the State's use of the Product, Material, or Service in combination with other Products, Materials, or Services not furnished by Contractor; or (iii) the State's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion as the State's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation," and regardless of the basis on which the claim is made, the Contractor's liability for direct damages, shall be the greater of \$100,000, **or PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER DURING THE TWELVE (12) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due the Contractor, or may proceed against the

performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Disclaimer of Liability

Unless otherwise provided in the Contract, including Section 6.2.13.1 and 6.2.13.2 of the RFP, AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES;; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS. This limitation of liability shall not limit any liabilities for which Contractor has an express obligation to indemnify the State under the Contract.

Minimum Service Period

Any services ordered from this contract shall have a minimum service period of 30 consecutive calendar days. After the minimum service period expires the State and/or the designated customer may terminate any service at any service location without penalty or further financial obligation. Termination of service at any location shall not be deemed a cancellation of contract and shall not impact the availability of services at other locations provided for under this contract.

THUS DONE AND SIGNED AT Atlanta, Georgia on this 23rd day of May, 2014, and IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Charles Lewis
Zammy Smith

CONTRACTOR SIGNATURE:

By: Anna Bryant-Johnson
Title: Customer Contracts Specialist

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on this 2 day of June, 2014, and IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES SIGNATURES:

Nadine Malheiro
Sophanie Stevenson

Approved by:

Steve A. Peltz
Director of OTM
Date: 6/2/2014

Approved by:

for Patricia M. Sonnier
Director of State Purchasing
Date: 6/3/14