

Memorandum

To: Honorable Mayor Shetter and members of the Burleson City Council

From: Sandy Bradley, Purchasing Manager

Date: July 20, 2009

Subject: Approve Service Agreement with the State of Texas Department of Information Resources to provide long distance service to City facilities.

Council Action Requested:

Council is requested to approve Service Agreement with the State of Texas Department of Information Resources to provide long distance service to City facilities and authorize the City Manager to sign the agreement.

Background Information:

With the installation of PRI (digital) line to provide phone service for City facilities it is necessary to select a long distance provider. By utilizing the State of Texas Department of Information Resources contract with AT&T to provide long distance service, the City will have met bid requirements. The rates for this service are provided at the end of the attached agreement.

Board/Citizen Input:

N/A

Financial Considerations:

Funds are budgeted in 001-1099-419-6301

Attachments:

Department of Information Resources Service Agreement
TEX-AN 2000 Rates – Long Distance Service

Staff Contact:

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Sandy Bradley, Purchasing Manager
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sbradley@burlesontx.com



Agency # _____

Department of Information Resources Communications Services Division SERVICE AGREEMENT

This service agreement is between the Department of Information Resources/Communications Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.

I. DIR/CTS Responsibilities

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

II. Customer Responsibilities

2.1 The Customer will provide Purchase Orders (PO's) to DIR/CTS for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Communications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the type of service desired and provide DIR/CTS with information which may effect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of receipt of an invoice or voucher prepared by DIR/CTS. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

III. Term

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V, hereof.

IV. Billing

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title 1, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

V. Termination and Amendments

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

VI. Other Conditions of Service

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VII. Customer Service Resources

Customer Service Resources may be found at www.texas.state.tx.us. Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-7800.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER: _____

**DEPARTMENT OF INFORMATION
RESOURCES**

BY: _____

BY: _____

NAME: _____

NAME: Cindy Reed, Director

TITLE: _____

TITLE: Deputy Director of Operations and
Statewide Technology and Sourcing, DIR

DATE: _____

DATE: _____

Legal: _____



Communications Technology Services

- [Data Services](#)
- [Voice Services](#)
- [TEX-AN](#)
- [TEX-AN Pricing](#)
- [WAN Services \(HMSCN\)](#)
- [WAN Pricing](#)
- [Capitol Complex Telephone System \(CCTS\)](#)
- [CCTS Pricing](#)
- [CCTS Telephone Directory](#)
- [Customer Service](#)
- [Billing](#)
- [FAQ](#)

Related Information

- [Store - DIR Products and Services Catalog](#)
- [Customer Eligibility](#)
- [Telecommunications Planning and Oversight Committee \(TPOC\)](#)

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TEX-AN 2000 Rates - Long Distance Service

[Long Distance Voice Services](#) | [AT&T SDDN Long Distance Service](#) | [TEX-AN LD Directory Assistance](#) | [Toll-Free Services](#)

Long Distance Voice Services

The dedicated-to-dedicated rates apply only if the origination carrier and the termination carrier are the same. If you require station-level detail, a PRI port is required (See also "Voice Access"). The table below displays prices per minute.

AT&T Long Distance Services

	Dedicated Origination		Switched Origination	
	Dedicated Termination	Switched Termination	Dedicated Termination	Switched Termination
Intra-LATA	\$0.0187	\$ 0.0456	\$ 0.0390	\$ 0.0550
Inter-LATA	\$0.0187	\$ 0.0456	\$ 0.0456	\$ 0.0737
Interstate	\$0.0211	\$ 0.0269	\$ 0.0269	\$ 0.0374
Canada	NA	\$ 0.0395	N/A	\$ 0.0478

In non-SBC territory, InterLATA toll must also be PIC'd to SBC. All IntraLATA usage in non-SBC territory and will be billed by DIR at a rate of \$0.0572 per minute. In SBC territory, IntraLATA toll can be billed directly by SBC at \$0.055 per minute or can be billed by DIR at \$0.0572 per minute.

[Long Distance Voice Services](#) | [AT&T SDDN Long Distance Service](#) | [TEX-AN LD Directory Assistance](#) | [Toll-Free Services](#)

AT&T Software-Defined Data Network (SDDN) Service For Video Conferencing

AT&T SDDN Services is for video conferencing calls between ISDN BRI and PRI circuits. The table below displays prices per minute.

AT&T SDDN Service For Video Conferencing

		Dedicated Origination		Switched Origination	
		Dedicated Termination	Switched Termination	Dedicated Termination	Switched Termination
AT&T SDDN	Intrastate	\$ 0.0328	\$ 0.1076	\$ 0.1790	
	Interstate	\$ 0.0676	\$ 0.0687	\$ 0.1238	

[Long Distance Voice Services](#) | [AT&T SDDN Long Distance Service](#) | [TEX-AN LD Directory Assistance](#) | [Toll-Free Services](#)

Long Distance Directory Assistance

To receive these rates, customers must dial the area code + 555-1212. Rates below indicate price per call.

AT&T Long Distance Directory Assistance

	Domestic	International
AT&T	\$1.34	\$ 5.38

[Long Distance Voice Services](#) | [AT&T SDDN Long Distance Service](#) | [TEX-AN LD Directory Assistance](#) | [Toll-Free Services](#)

Toll-Free Services

The TEX-AN network offers dedicated toll-free service via AT&T's Megacom service or SBC's dedicated toll-free