

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

DEPARTMENT: Department of Information Technology Services

AGENDA DATE: September 10, 2013

CONTACT PERSON/PHONE: Enrique Martinez Jr. – Interim Director, Department of Information Technology Services (915) 541-4698
Bruce D. Collins- Director, Purchasing & Strategic Sourcing (915) 541-4308

DISTRICT(S) AFFECTED: All

SUBJECT:

That the Purchasing Manager for Financial Services, Purchasing Division be authorized to issue a Purchase Order to TW Telecom, a General Service Administration vendor under GSA contract GS-35F-0426R for Internet Services Access for \$251,016 dollars annually for total amount of \$753,047 for three years. The total revised amount of the service agreement will be \$1,021,751 dollars.

BACKGROUND / DISCUSSION:

Currently, TW Telecom provides Internet Services through General Services Administration (GSA) contract GS-35F-0426R. This contract will upgrade the existing configuration with increased bandwidth capacity from 500 Mbps to 1 Gbps, thus resulting with infrastructure to support increased traffic with burstable peak intervals. Additionally, network connectivity will be upgraded at multiple City locations such as Animal Services, Northeast Regional Command Center, and Richard Burgess Library.

PRIOR COUNCIL ACTION:

August 2, 2011 Council approved use of GSA contract for total expenditures of \$268,704

AMOUNT AND SOURCE OF FUNDING:

Department: Information Technology
Amount: \$ 753,047
Fund Source: 540000 - Phones
1000 – General Fund
239- Information Technology
15070- Non-Departmental

BOARD / COMMISSION ACTION:

N/A

*****AUTHORIZATION*****

DEPARTMENT HEAD:



Enrique Martinez Jr., Interim Director, Department of Information Technology Services

**COUNCIL PROJECT FORM
(COOPERATIVE CONTRACT)**

*******POSTING LANGUAGE BELOW*******

This is a Cooperative Contract, Service Agreement. Please place the following item on the **REGULAR** agenda (under PURCHASING REQUESTS, ETC.) for the Council Meeting of **SEPTEMBER 10, 2013**

Please place the following item on the REGULAR agenda (PURCHASING REQUEST, ETC.) for the Council Meeting of SEPTEMBER 10, 2013.

Request that the Purchasing Director, Purchasing & Strategic Sourcing Department be authorized to amend the service agreement with TW Telecom of Texas LLC under the General Services Administration (GSA) contract GS-35F-0426R to expand Internet Service Access for \$251,016 dollars annually for a total amount of \$753,047 dollars for a three years term. The total revised amount of the service agreement will be \$1,021,751 dollars.

Department: Department of Information Technology Services (DoITS)
Award to: TW Telecom of Texas LLC
Littleton, Colorado

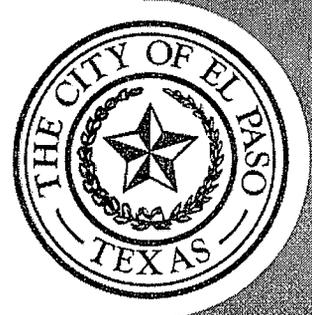
Total Amendment: \$753,047.00
Account No.: 1000- General Fund
239 – Information Technology
15070 – Non-Departmental
Funding Source: 540000 – Phones
District(s): All
Reference No: 2014-023

This is a Cooperative Contract, Services Agreement

*******ADDITIONAL INFO BELOW*******

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



To: Bruce D. Collins, Purchasing Director

From: Enrique Martinez Jr., Interim Director, DoITS


Authorized Signature

Date: September 10, 2013

Re: TW Telecom Internet Service Access for GSA GS-35F-0426R

The Department of Information Technology Services (DoITS) recommends an increased to the existing Internet services access under GSA Schedule GS-35F0426R at a cost of \$753,047.00 for three years at annual cost of \$251,016.

1. Is there an urgent need for the product/service? In other words, is time of the essence?

Yes, the expansion of the dual internet configuration aligns with the implementation schedules of various short-term and long-term strategically planned network configurations and demands. This expansion will mitigate single points of failure within the network. Additionally, services will provide increased network connectivity at multiple City locations for departmental users' and the citizens' of El Paso relative to on-line web based applications.

2. Does the purchase through the Program promote the standardization of equipment?

Yes.

3. Does the purchase through the Program support local business? If not, is there a comparable product/service available locally?

Yes, TW Telecom has an office within the City of El Paso. The office is staffed by more than three full time employees

4. Do the available vendors have prior work experience and/or familiarity with the City?

Yes, TW Telecom was previously awarded Internet services contract through General Services Administration (GSA) Contract GS-35F-0426R.

5. Is the pricing reasonable as compared to other similar products/work performed for the City of El Paso in the past or as quoted from other companies?

Yes, said services were obtained from a competitively bid co-operative. The existing internet services provided by TW Telecom have been in place for approximately eight years, wherein amending the existing contract is essential with sustaining services associated with increased demands of reliable network services.

Mayor
Oscar Leeser

City Council

District 1
Ann Morgan Lilly

District 2
Larry Romero

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Lily Limon

District 8
Corney C. Niland

City Manager
Joyce A. Wilson

Customer Information and Contract Specifications

Customer Name: City of El Paso

Contracts: Standard Terms and Conditions on File as of 08/03/2011
GS-35F-0426R

Description	ID
PON	See Contract Vehicle

Service Order

This Service Order is entered into by **tw telecom holdings inc.** on behalf of itself and its wholly owned operating subsidiaries (collectively "TWTC") and City of El Paso ("Customer"). It is effective upon execution by both Parties ("Effective Date").

Service Address	Description	Contract Vehicle	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	
5001 Fred Wilson AVE, El Paso, TX 79906-3108	NLAN - Enterprise Switched 100 Mbps	GS-35F-0426R	36	1	\$504.00	\$0.00	\$504.00	\$0.00	
	- Service Level = 24x7x4								
	- Service Package = Premium								
	- RealTime Bandwidth = 2 Mbps								
	- Interactive Bandwidth = 0 Mbps								
	Port 100 Mbps			1	\$195.00	\$0.00	\$195.00	\$0.00	
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal						\$699.00	\$0.00	
7968 San Paulo DR, El Paso, TX 79907-1261	NLAN - Enterprise Switched 1 Gbps	GS-35F-0426R	36	1	\$1,049.00	\$0.00	\$1,049.00	\$0.00	
	- Service Level = 24x7x4								
	- Service Package = Premium								
	- RealTime Bandwidth = 2 Mbps								
	- Interactive Bandwidth = 0 Mbps								
	Port 1 Gbps			1	\$420.00	\$0.00	\$420.00	\$0.00	
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal						\$1,469.00	\$0.00	
9600 Dyer ST, El Paso, TX 79924-4766	NLAN - Enterprise Switched 500 Mbps	GS-35F-0426R	36	1	\$748.00	\$0.00	\$748.00	\$0.00	
	- Service Level = 24x7x4								
	- Service Package = Premium								
	- RealTime Bandwidth = 2 Mbps								
	- Interactive Bandwidth = 0 Mbps								
	Port 1 Gbps			1	\$420.00	\$0.00	\$420.00	\$0.00	
	VLAN Tag - UTS			1	\$0.00	\$0.00	\$0.00	\$0.00	
	Subtotal						\$1,168.00	\$0.00	

Service Address	Description	Contract Vehicle	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC	
218 N Campbell ST, El Paso, TX 79901-1406	Aggregate Burstable Primary	Standard Terms and Conditions 08/03/2011 MUST BE ON PO AS OPEN MARKET	36	1	\$3,812.00	\$0.00	\$3,812.00	\$0.00	
	- Service Level = 24x7x4								
	- CIR = 500 Mbps								
	- PIR = 1 Gbps								
	- Aggregate CIR = 1000 Mbps								
	- Primary DNS (up to 10)								
	- Secondary DNS (up to 50)								
	Burstable Internet Usage			1	\$0.00	\$0.00	\$0.00	\$0.00	
	- Burstable Usage @ \$7.62 per Meg								
	Internet Transport - Ethernet 1Gbps	GS-35F-0426R		1	\$420.00	\$0.00	\$420.00	\$0.00	
	Subtotal						\$4,232.00	\$0.00	
7968 San Paulo DR, El Paso, TX 79907-1261	Aggregate Burstable Secondary	Standard Terms and Conditions 08/03/2011 MUST BE ON PO AS OPEN MARKET	36	1	\$3,812.00	\$0.00	\$3,812.00	\$0.00	
	- Service Level = 24x7x4								
	- CIR = 500 Mbps								
	- PIR = 1 Gbps								
	- Primary DNS (up to 10)								
	- Secondary DNS (up to 50)								
	Internet Transport - Ethernet 1Gbps	GS-35F-0426R		1	\$420.00	\$0.00	\$420.00	\$0.00	
	Subtotal						\$4,232.00	\$0.00	
911 N Raynor ST, El Paso, TX 79903-4136	Voice T1 Flat ISDN	Standard Terms and Conditions RENEWAL MUST BE ON PO AS OPEN MARKET	36	3	\$380.00	\$0.00	\$1,140.00	\$0.00	
	Domestic LD								
	- Interstate 8xx					\$0.0200			
	- Interstate 1+					\$0.0200			
	- Intrastate 8xx					\$0.0400			
	- Intrastate 1+					\$0.0300			
	Individual Telephone Numbers				600	N/A	N/A	\$60.00	\$0.00
	- First 100 ITNs: Priced as 100 @ \$0.10 mrc / \$0.35 nrc								
	- ITNs over 100: Priced as 500 @ \$0.10 mrc / \$0.35 nrc								
	Additional Directory Listing				19	\$5.00	\$0.00	\$95.00	\$0.00
- Listing = Additional Listing - Local									
- Listing Type = Business									
Local Loop		3	\$168.09	\$0.00	\$504.27	\$0.00			
	Subtotal						\$1,799.27	\$0.00	
9600 Dyer ST, El Paso, TX 79924-4766	FlexVoice (12 Call Paths) - Flat	Standard Terms and Conditions RENEWAL MUST BE ON PO AS OPEN MARKET	36	1	\$314.40	\$0.00	\$314.40	\$0.00	
	- Includes 6500 LD Minutes - FlexCall (total).								
	- Includes Managed ADTRAN IAD.								
	- Service Level = 24x7x4								
	- Number of Simultaneous Calls = 11-15								
	- Voice Type (1) = 12 Analog Line(s)								
	- Includes Standard Voice Options.								
	- Includes Deluxe feature package								

Service Address	Description	Contract Vehicle	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
	(Analog Lines only). Domestic LD - Interstate 8xx - Interstate 1+ - Intrastate 8xx - Intrastate 1+ FlexVoice Transport Subtotal			1	\$0.0200 \$0.0200 \$0.0400 \$0.0300 \$221.19	\$260.87	\$221.19 \$535.59	\$260.87 \$260.87
9600 Dyer ST, El Paso, TX 79924-4766	Voice T1 Flat ISDN Domestic LD - Interstate 8xx - Interstate 1+ - Intrastate 8xx - Intrastate 1+ Individual Telephone Numbers - First 100 ITNs: Priced as 100 @ \$0.10 mrc / \$0.35 nrc - ITNs over 100: Priced as 900 @ \$0.10 mrc / \$0.35 nrc Local Loop Subtotal	Standard Terms and Conditions 08/03/2011 MUST BE ON PO AS OPEN MARKET	36	2 2	\$380.00 \$0.0200 \$0.0200 \$0.0400 \$0.0300 N/A	\$0.00 N/A	\$760.00 \$100.00 \$442.38 \$1,302.38	\$0.00 \$0.00 \$0.00
	Totals						\$20,917.96	\$260.87

Additional charges may be assessed if Customer causes a delay in installation or if wiring is required between the service address and the network demarcation point.

Contract Provisions

The Services ordered herein are governed by this Service Order and the contract documents noted in the column "Contract Vehicle," which are incorporated by this reference as if fully set forth. The governing contract is listed next to the Service(s) it governs.

Voice E911

Voice Services ordered herein are also governed by the Important E911 Disclosure and Acknowledgement that accompanies this Service Order Form or, if previously executed, Customer agrees the updated copy of tw telecom's E911 Disclosure and Acknowledgement located at: <http://www.twtelecom.com/e911-disclosure-and-acknowledgement/>, applies to the Services above.

Invoices

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on the Customer's invoice by location served.

Voice Services

Federal Subscriber Line Charges ("FSLC") will be assessed for VersiPak voice when not part of a VersiPak Bundle (ISDN PRIs, Digital and Analog Trunks, and Business Line) as well as for Complete Lines and Business Line/Analog Trunk Services. FSLC rates are posted to the TWTC web site at www.twtelecom.com which may be modified from time to time.

Customer may not use the Services to provide voice content related services including, without limitation, chat lines. If Customer breaches this provision, TWTC may immediately terminate or suspend the Services and collect applicable early

termination charges. Customer shall notify TWTC immediately if it breaches this provision. Customer shall indemnify, defend and hold TWTC harmless from all claims, demands, costs, damages, losses, liabilities and expenses of any nature arising from Customer's breach of this provision, including any costs and attorneys' fees incurred by TWTC.

Customer shall not use the voice Services as a substitute for carrier interconnection or switched access services and must immediately notify TWTC if it does so. If Customer uses the voice Services to support prepaid calling card calls, such use is subject to the requirements outlined in FCC Order 06-79 (June 30, 2006). Customer shall remit all intrastate or interstate access charges directly to the appropriate carrier. TWTC may disconnect Services if Customer violates this provision and fails to cure the violation within ten days following written notice from TWTC. Customer must indemnify, defend and hold TWTC harmless from all claims, demands, damages and expenses arising from or related to Customer's breach of this provision, including all costs and attorneys' fees incurred by TWTC. TWTC does not support resale of switched services to end users including, but not limited to, support for E911 addressing, local number portability, calling name delivery, end user billing, and directory listings unless special arrangements are agreed to in writing by TWTC.

Voice Services provided herein are not designed for but may be compatible with remote metering, supervisory control and alarm signaling. To the extent Customer uses the voice Services to facilitate remote metering, supervisory control and alarm signaling purposes, Customer is solely responsible for ensuring compatibility.

Direct SIP

TWTC's Direct SIP Service is a business VoIP service that provides local and long distance services over an IP environment. Call paths must be ordered in increments of 25 up to a total of 500 call paths per Direct SIP trunk group ordered. The standard and optional voice features available with Direct SIP are set forth in the TWTC tariff and/or price lists for the applicable state where the services are being provided.

The Service works with a Cisco Call Manager (CCM) IP PBX system, which is provided and managed by the Customer. Customer is responsible for managing and programming its CCM to meet its own security requirements, including, but not limited to, establishing its own appropriate access control lists for the CCM. Customer is responsible for providing its own battery backup for its CCM. In the event of a power failure, the absence or failure of a battery back-up system will result in loss of use of TWTC's Direct SIP Services, including 911 service, and TWTC has no liability or responsibility for such loss of service.

Ancillary Voice Services

Each Telephone Number, Directory Listing, Blocking service, and other ancillary voice services requested by Customer hereunder, either at the time of this Service Order or thereafter, will be charged at the applicable TWTC current tariff rate or posted price lists.

Domestic and International Long Distance Services

When selecting TWTC as Customer's Long Distance Provider for IntraLATA and InterLATA toll usage, Customer will receive an allocation of toll minutes included with its local voice services and will not incur any usage charges for calls terminating to other TWTC local voice Customers. Customer's LD selection is made on the Long Distance Letter of Authorization form. The minimum initial per call charge for all other long distance calls is \$.01 (one cent).

If 40% or more of Customer's long distance traffic results in TWTC incurring inter-carrier compensation costs that are at least 20% higher than Customer's contracted long distance rate, the Parties agree to enter into good faith negotiations to increase the rate for long distance services. If the Parties are not able to reach agreement regarding a new long distance rate, TWTC may discontinue providing the long distance services following ten days written notice.

Domestic package minutes are applicable to both 1+ and 8xx toll free long distance calls.

Unused package minutes do not carry over to subsequent months.

Except as otherwise specified in this Service Order, international long distance calls are charged at the rates specified in TWTC's international price list found at www.twtelecom.com/tariffed-international-rates. Information regarding international toll blocking and international/offshore pricing for TWTC's international long distance Services is also available at this website.

Activation Support

If requested by Customer, TWTC may assist Customer with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support"). Customer must compensate TWTC for such Activation Support at TWTC's then prevailing Time and Materials rates posted at www.twtelecom.com.

Multiple site services (IP VPN, ILAN, NLAN, ENLAN, Converged, Multi-VPN/VPN Connector, UNI, E-Line, E-Access, and E-NNI)

Billing for multiple site Services will commence on the Service Date for each individual node or site. Customer networks should be engineered so that a hub-site and at least one other site are brought online first and on the same date. Notwithstanding the foregoing, billing for E-NNI Service locations will commence when the E-NNI Service has been successfully installed and is available for Customer's use regardless of the status of other sites or configurations.

Switched NLAN Service

Service: The Switched NLAN (SNLAN) service is a switched Ethernet service that incorporates data switching technology through the use of Ethernet switches in the TWTC Network. This is a best-effort service that allows multiple Customers to access a shared, oversubscribed metro Ethernet infrastructure through Ethernet ports that are unique to individual Customer and their locations. The SNLAN service will accept and carry Customer's Tagged and Untagged Ethernet traffic from the Customer. If Customer requires TWTC Individual Tag Service, it agrees to utilize the Individual Tag numbers (VLAN IDs) assigned by TWTC to be carried across TWTC's Network. Customer may identify and order these tags by completing the NLAN VLAN Tag Order Form.

Equipment Recovery

Upon termination of a Service for any reason, TWTC or its representative will contact Customer to schedule a mutually acceptable time and date for TWTC's retrieval of TWTC Equipment located on Customer's premises. Alternatively, TWTC may request that Customer package TWTC's Equipment and return it, at TWTC's cost, to a location identified by TWTC. If Customer does not provide TWTC with access to its premises to allow TWTC to recover the TWTC Equipment within thirty (30) days following TWTC's contact, or if Customer does not ship the TWTC Equipment back to TWTC within the thirty (30) days, then TWTC may charge Customer for the replacement cost of the TWTC Equipment.

Regulatory and Tax Jurisdiction of Data and Transport Services

The regulatory jurisdiction and the application of certain taxes and surcharges depend on whether the Services provided are interstate or intrastate. For purposes of the Services ordered herein:

1. **For Carrier and Internet Service Provider Customers:** The Services will be treated as interstate unless otherwise demonstrated by Customer to TWTC's sole satisfaction. The application of Taxes, including without limitation Universal Service Fund surcharges, will be subject to Customer's timely submitted annual USF Exemption Certificate, if any.
2. **For End User Customers:** Services that both originate and terminate at Customer locations within the same state will be treated as intrastate for regulatory purposes and the application of Taxes based on Customer's confirmation, evidenced by placing this Order, that such Services carry less than 10% interstate traffic. Customer must promptly advise TWTC in writing if Services that both originate and terminate at Customer locations within the same state are used for a greater proportion of interstate traffic.

Internet

Usage: Customer shall not transmit or store material in violation of any Federal or state laws or regulations, including, but not limited to, obscenity, indecency, defamation or infringement of trademark or copyright. Customer agrees to adhere to TWTC's IP policies at <http://www.twtelecom.com/support-information/customer-resources/product-resources/ip-addressing-policy/> and <http://www.twtelecom.com/support-information/customer-resources/product-resources/peering-policy/> and TWTC's Acceptable Use Policy ("AUP") at <http://www.twtelecom.com/support-information/legal-information/acceptable-use-policy/>, which may be modified from time to time.

Aggregate Burstable Internet

- **** Committed Information Rate (CIR)** means the minimum Internet bandwidth billed each month and sets the baseline for calculating Customer's usage charges for Aggregate Burstable Internet Service.
- **Aggregate Committed Information Rate (ACIR)** means the sum of all CIRs related to this Aggregate Burstable Internet Service.
- ***** Peak Information Rate (PIR)** means the maximum available Internet bandwidth.
- **Aggregate Peak Information Rate (APIR)** means the sum of all PIRs related to this Aggregate Burstable Internet Service.
- **Aggregate Burstable Internet Service** means all Internet circuits comprising the ACIR and APIR, wherever located.
- **Primary Circuit** means the individual circuit in the Aggregate Burstable Internet Service that is designated as the primary circuit for billing purposes. Usage exceeding the ACIR will be billed on Customer's invoice with the Primary circuit. If the Primary Circuit is disconnected, TWTC will designate another circuit as the Primary Circuit.
- **Pricing for Aggregate Burstable Internet Services** is based on Customer's ACIR commitment. If Customer terminates a circuit having CIR, TWTC shall have the right to increase the ACIR pricing and the bursting rate (per Mbps) based on Customer's reduced usage commitment.
- The price listed in the pricing section above for Burstable Internet Access at the stated CIR represents the base rate that will be charged to the customer each month regardless of utilization.
- Additional usage charges apply to this Service determined on a per Mbps basis as listed in the pricing section above.
- Usage charges are based on bandwidth utilization at the 95th percentile.

Signature Block

tw telecom holdings inc.	Customer: City of El Paso
Signature:	Signature:
Name: James Edison	Name: LDTS#4000018TTX
Title: General Manager	Title:
Date:	Date:
Sales Person: Gloria Ropella	

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

Long Distance Letter of Authorization

Customer Name: City of El Paso - DIR

I hereby authorize **tw telecom holdings, inc.** to change my InterLATA and IntraLata Primary Exchange Carrier (PIC) for all of the services on the service order form Document No. 333749 to **tw telecom holdings, inc.**

Signature Block

Signature:	
Name:	LDTS#4000018TTX
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to sign this authorization on behalf of Customer.

Important E911 Disclosure and Acknowledgement

TWTC provides access to the Enhanced 911 ("E911") system that sends a caller's telephone number and location to an emergency dispatcher (called a Public Safety Answering Point "PSAP"). In order to work successfully, the system relies on the correct input of numbers and addresses into centralized databases.

With the introduction of Internet Protocol or "IP" based voice services, including the use of virtual telephone numbers, it is critical that TWTC's customers ("Customer") understand and acknowledge the items below.

Take note that E911 access may not be available, or may be limited, as follows:

1. **Emergency Responders Will Not Be Able to Locate Individual End User Stations Unless Customer Takes Additional Steps.** Except for calls that originate from Remote Telephone Numbers (RTNs), or as explained below if a Customer re-routes calls, TWTC will advise emergency responders only of the main street address where TWTC has actually installed the voice service. For all calls that originate from RTNs, TWTC will advise emergency responders only of the street address shown on the applicable Service Order, at which the Customer has indicated to TWTC in writing that Customer will physically use the telephone number. RTNs are telephone numbers that a customer uses at a location which is physically different from the street address where the trunk service to which the numbers terminate has been installed.

The proper functioning of E911 services depends on correct identification of the service location from which calls are originated, which is programmed into equipment at the site through which calls are routed. During the provisioning process Customer and TWTC jointly will assign and program locations and routes for 911 calling. After installation, if Customer wishes to reroute outbound calls through equipment at a site different from the original programming, or originates calls from a location not disclosed to TWTC, in order for E911 Services to correctly work, Customer must first make arrangements with TWTC to re-program the equipment at the new site to correctly identify the location associated with the affected telephone numbers.

TWTC cannot identify, control or track the location of individual end-user stations beyond the demarcation point between TWTC's Network and the Customer's equipment. TWTC also cannot see the Customer's method of connecting end-user stations beyond the demarcation point. As a result, emergency authorities will be unable to identify or locate individual end-user stations unless the Customer takes the following steps. If the Customer wants emergency responders to know the location of individual end users, then: (a) for traditional voice services and Direct SIP, the Customer must purchase commercially available Private Switch/Automatic Location Identification ("PS/ALI") software and Customer must also arrange in writing with TWTC to obtain a special E911 feature; and (b) for Converged Voice, SIP Trunking, or Enterprise SIP Trunking (but not Direct SIP) services, the Customer must first arrange in writing with TWTC to obtain a special E911 feature and for TWTC to update the 911 database .

2. **Emergency Responders Will Only Be Able to Locate Calls From Telephone Numbers Assigned by TWTC.** TWTC's Services are configured to transmit to PSAPs the main physical address only for telephone numbers that TWTC has assigned to the Service. Unless otherwise agreed in writing, the physical location of callers from other telephone numbers will not be sent to emergency responders.
3. **Do not call 911 from Foreign Exchange Services.** TWTC's Network does not support dialing 911 from foreign exchange services (including BES, EES, ISS, Virtual Reach, Local Reach or VTN) and E911 will not properly operate from these services. Should the customer attempt to use these services to reach 911, even calls that may complete will not be directed to a PSAP in a location capable of responding to the emergency.
4. **Moving or Disabling Equipment May Block E911 Calls.** If you move the equipment used to provide service (IAD or other device) to a location other than the service address you identified when service was first installed without telling us, or if you disable or damage the equipment, E911 calls may not be directed to a PSAP capable of responding to the emergency condition.

- 5. **Power Outage May Prevent E911 Calls.** If a power failure occurs that lasts longer than the life of the backup battery in or attached to the equipment on your premises used to provide service, E911 access will not work and you will not be able to reach emergency responders.

YOU SHOULD OBTAIN A BACKUP MEANS OF CONTACTING E911 SERVICES AND INFORM YOUR USERS HOW TO DO SO.

TWTC has no liability or responsibility whatsoever for inaccuracies in the E911 database associated with Customer provided information, and TWTC is not responsible for Customer's inability to access emergency services, except to the extent caused by TWTC's gross negligence or willful misconduct. Customer hereby waives and releases TWTC for any and all claims that it has or may have against TWTC now or at any time in the future for damages or compensation of any kind that arise from, or in any manner relate to, voice services not having the functionality to provide access to E911 services. Customer further agrees to indemnify and hold TWTC harmless for any claims that are asserted against TWTC that arise from or in any manner relate to voice services not having functionality to provide access to E911 services.

ACKNOWLEDGEMENT:

By signing this Disclosure and Acknowledgement, Customer affirmatively acknowledges that it understands and will inform users that they may not be able to contact emergency services by dialing 911 in the circumstances described above.

Signature Block

Signature:	
Name:	LDTS#4000018TTX
Title:	
Date:	

Customer and the individual signing above represent that such individual has the authority to sign this acknowledgement on behalf of Customer.