

RESOLUTION NO. 14-1

**A RESOLUTION REGARDING THE VESTA DISPATCH TELEPHONE
SYSTEM UPGRADE**

THE COUNTY OF SANGAMON, ILLINOIS

WHEREAS; The Sangamon County Board is dedicated to ensuring the citizens have reliable and up to date access to emergency services at all times through the Sangamon County 9-1-1 system; and,

WHEREAS, The Sangamon County ETSD's current VESTA Dispatch Telephone System will not be in compliance with the State of Illinois mandates for the "Next Generation 9-1-1" in the year 2021; and,

WHEREAS, The Sangamon County ETSD issued a Request for Proposal for the purpose of upgrading the existing VESTA Dispatch Telephone System to be in compliance with the State of Illinois 2021 mandates; and,

WHEREAS, One bid to the Request for Proposal was submitted back to the ETSD by AT&T and Motorola jointly, and that bid was accepted; and,

WHEREAS, Attached hereto is the Request for Proposal and the selected vendor bid which details the terms and conditions of the plan. The accompanying contract includes costs which are not to exceed \$894,608.00, but may be reduced as the equipment needs are finalized; and,

NOW, THEREFORE BE IT RESOLVED by the Board the County of Sangamon, Sangamon County, Illinois, to authorize the Executive Director of the Sangamon County ETSD to enter into an agreement with AT&T and Motorola, jointly, for the purpose of this VESTA Dispatch Telephone System project, effective March 05, 2019

FILED

MAR 01 2019

Don Hays
Sangamon County Clerk

RECEIVED
2660

MAR 01 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

Sangamon County Purchase Order Template
(Pre-ERP Implementation)

-- Purchase Orders are required for all Informal Quotes (>\$3,500) and Formal Solicitations (>\$30,000)

Department Information

Department Sangamon County ETSD

Employee Contact Amanda Brewer

Purchase Request Information

Vendor AT&T

Purchase Description Phone Upgrade to the 911 Center

Quantity

Price Per Unit

Total Price 614000

G/L 038.911.600.000

Tracking

PO Number 2152019MOTO (see attached RFP)

(Manually assigned by Department)

Date:

Legal Review (if applicable; see below)

Sent to Auditor's Office for Review *T. Van 3/1/19*

Note: PO request documents need to be to the Auditor's Office 5 business days prior to the oversight committee meeting.

Auditor's Office Review Completed *M. Goleman 2/19/19*

Approved by Oversight Committee *J. M. Powell*

Approved by County Board (if applicable)

*County Board Resolution Required

Note: Please attach all required documents such as quotes, bids, rfp's, evaluations, etc.

Legal Review is required for:

- All services being performed for or on behalf of the County
- All goods in excess of \$10,000 per year
- Any goods or services being procured through an RFP/Bid Process
- Intergovernmental/Interagency Agreements
- If a vendor or other agency requires a contract or written agreement.

RECEIVED
2019

MAR 01 2019

Andy Goleman
SANGAMON COUNTY AUDITOR

14-4



**AT&T Public Safety Equipment Resale and Related Services
Pricing Schedule for 911 CPE Call Handling**

MA Reference No. 201101040281UA
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Corp. on its own behalf and on behalf of its service providing affiliates ("AT&T")	AT&T Branch Sales Contact Name
Sangamon County Emergency Telephone System Department	AT&T Corp. on its own behalf and on behalf of its service providing affiliates	Name: Craig Bennett
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
2000 Shale Springfield IL USA 62703-5694	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	240 North Meridian Street Room 1670 Indianapolis IN USA 46151 Phone : 317-997-9705 Email : cb7368@att.com Sales/Branch Manager: Nash SCVP Name: Schwartz
CUSTOMER Contact		AT&T Contact Information
Name: Chris Mueller Title: Executive Director Telephone: 217-747-5145 Fax: 217-753-6372 Email: chris.mueller@co.sangamon.il.us		Name: Craig Bennett Address: 240 North Meridian Street Room 1670 City: Indianapolis State / Province: IN Country: USA Domestic / Intl / Zip Code: 46024 Telephone: 317-997-9705 Email: cb7368@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider B3, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- Rider A – Purchased Equipment
- Rider B – AT&T-Provided Services
 - Sub-Rider B1 – AT&T-Provided 911 Voice Maintenance
 - Sub-Rider B2 – AT&T-Provided 911 Voice Warranty Services
 - Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

CUSTOMER	AT&T Corp. on its own behalf and on behalf of its service providing affiliates
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- “Purchased Equipment” – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. “Purchased Equipment” includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- “Software” – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- “Services” – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer (“Quote”) or include such information in a Statement of Work (“SOW”). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN “AS IS” BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable.

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider B – AT&T-Provided Services

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Rider B1 – AT&T-Provided 911 Voice Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T 911 Voice Maintenance Solutions ("911VMS")	<i>Pending Approval</i>

AT&T provides AT&T 911 Voice Maintenance Solutions Services ("Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

Rider B2 – AT&T-Provided 911 Voice Warranty Services

1. WARRANTY SERVICES

(a) AT&T Warranty Services, as described in this Sub-Rider, apply to Purchased Equipment used in 911 CPE call handling solutions purchased from and installed by AT&T. Purchased Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.

(b) The standard "Warranty Period" is one (1) year from installation of the Purchased Equipment. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Equipment.

(c) During the Warranty Period, if the Purchased Equipment other than Software does not conform to the manufacturer's warranty, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming, warranted hardware.

(d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Equipment for which it is originally licensed does not conform to the Software warranty or if the media on which the Software is provided is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming warranted Software; or (ii) will replace at no charge any non-conforming warranted Software media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.

(e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective warranted hardware, or (ii) the one-time fee paid in the case of defective warranted Software.

2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Equipment.

(b) AT&T will provide an RMA number for a defective warranted hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned warranted hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

(a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").

(b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.

(c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SERVICE

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T's sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the "Maintenance Plan"), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

I. Service Order Information and Payment Terms

***Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.**

Rates and Charges

Non-Recurring Charges

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs
Sangamon County Central Dispatch	2000 Shale	Springfield	IL	14	\$269,796.00
Sangamon County Central Dispatch (backup site)	200 S. 9 th Street	Springfield	IL	8	\$181,012.00
					\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Total Non-Recurring Charge					\$ 450,808.00

Recurring Rates

Service Type	Payment Period (Monthly/Annual)	Term (in months)	Recurring Costs
			\$
			\$
			\$
			\$
Total Recurring Rate			\$

Payment Terms:

- Locations to be invoiced and billed after each installation and customer acceptance.
- 100% of equipment and services at acceptance of services
- Equipment & Services Detail as per quote dated: Insert Date of Quote

Leasing: AT&T Capital Services Other: (Name of Leasing Company) No

Purchase Order Number:

14-11

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T 911 Voice Maintenance Solutions*: Essential Plus Custom Customer Initials: _____ (Required)
* Customer must select either Essential Plus or Custom in order to receive maintenance services under this Pricing Schedule.

Initial Term: 4 Years From: _____ To: _____ Annual Price: \$29,290.30
Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

NOTE: Hardware Maintenance Services commence at system installation/cutover.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Manufacturer-Provided Maintenance Services: OEM: Motorola

Name of Service: Software Support

Coverage Level: _____

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: 5 Years From: _____ To: _____ Annual Price: \$65,329.09
Service Plan Payment Terms: Prepay Annual Financing: (Name of Leasing Company)

NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [_____]

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services**II. Special Terms and Conditions for PSAP – LAN Configurations or Installations**

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

Sangamon County

VESTA Bill of Materials
A-Side



AT&T
Business

VESTA® 9-1-1

Qty.	Part No.	Description
1	870899-0104R7.1	VESTA® 9-1-1 V911 R7.1 LIC/DOC/MED
1	873099-03002	V911 CAD INTF KIT
		VM Large Server Bundle
		<i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO
1	06500-00201	2-POST RELAY RACK MNT KIT
2	04000-00414	SVR WIN2008/12/16 CAL 5PK
		VESTA® SMS
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>
1	870891-66301	VESTA 9-1-1 SMS LIC
		Geo Diverse Add On License
1	BA-MGD-VSSL	GEO-DIV LIC SYS
		VESTA® 9-1-1 Prime Standard Operations
14	PS-0PR-VSML	VPRIME MLTP PER SEAT LIC
		VESTA® Workstation Equipment
14	61000-819604SFF	WKST Z240 SFF 8GB W/O OS
14	04000-00441	WINDOWS 10 LTSC LIC
28	65000-00261	NIC PCIE SNGL ADPTR CARD
14	63000-221693	MNTR FP WIDE SCRNL LED 22IN
14	64007-50021	KEYPAD 24 KEY USB CBL 12FT
14	850830-03201	BASIC SAM HDWR KIT
14	853004-00401	SAM EXT SPKR KIT
14	809800-35109	V911 IWS CFG
14	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		VESTA® 9-1-1 IRR Module
14	873099-00502	V911 IRR LIC/DOC/MED
		VESTA® 9-1-1 Admin Printer
1	64040-60087	PRNTR 506DN BLK/WHT
		<i>Note: Laserjet Black and White printer. Recommended monthly volume, 1,500 to 5,000 pages</i>
1	65000-03133	CBL USB SHLD M/M 10FT
1	65000-00238	CBL PATCH BLUE 3FT
1	65000-00124	CBL PATCH 15FT
		Network Equipment
1	ASA-5506	CISCO ASA-5506 FIREWALL
2	04000-29623	SWITCH 2960 PLUS/CBL 48-PORT
		Peripherals & Gateways
2	04000-00129	MED 1000B CHASSIS BNDL
9	04000-00116	MED 1000 FXO-LS BNDL
3	04000-00119	MED 1000 FXS-O BNDL
		ALI/CAD Output
1	04000-00159	BLKBX TL159A 8-PORT DATACAST
1	65000-00262	KIT CBL RJ11 ADPTR DB25

Sangamon County

VESTA Bill of Materials
A-Side



AT&T
Business

		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63002-172805	MNTR NEC 17IN
1	04000-00809	KVM 8-PORT SWITCH USB
		Time Synchronization Equipment
1	04000-09486	NETCLOCK 9483 + 3-PORT
2	04000-08185	DISPLAY CLOCK 4IN LED
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA
1	04000-08231	GPS ANTENNA POST MT KIT
1	04000-08236	GPS PVC POST MNT
1	04000-08228	GPS ANTENNA SURG PROTECTR
1	04000-20601	GND KIT FOR 8226
1	04000-67022	GPS CBL CONN
1	04000-13075	CBL GPS ANTENNA 75FT
1	04000-13125	CBL GPS ANTENNA 125FT

VESTA® Analytics

Qty.	Part No.	Description
		VESTA® Analytics Standard - Multi Product Purchase
1	873399-00103.2	V-ANLYT 3.2 DOC-MED
1	873391-00501	V-ANLYT STD LIC
1	873391-00301	V-ANLYT USER LIC
14	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC
		VESTA® Analytics Server Equipment
		<i>Note: Server is configured for up to 1,000,000 calls per year.</i>
1	62040-G819203	SVR 2U RACK ENH DL380/G10
1	06500-00201	2-POST RELAY RACK MNT KIT
6	64000-20064	HARD DRIVE 300GB 12G SAS 10K
4	6400C-40044	8GB RAM G10
1	62033-2GB4T02	SVR NAS 4TB BNDL
1	04000-00438	SVR WIN2012 R2 DWNGRD
1	04000-00414	SVR WIN2008/12/16 CAL 5PK
1	04000-00319	SQL 2014 CAL RUN EMB LIC
1	04000-00346	SQL 2014 SVR RUN EMB LIC
1	04000-00436	PRESENTENSE TIME CLIENT 5.1
1	809800-01416	MIS SVR CFG

Sangamon County

VESTA Bill of Materials
B-Side



AT&T
Business

VESTA® 9-1-1

Qty.	Part No.	Description
1	870899-0104R7.1	VESTA® 9-1-1 V911 R7.1 LIC/DOC/MED
1	873099-03002	V911 CAD INTF KIT
		VM Large Server Bundle
		<i>Note: The Large Server Bundle is for PSAP's up to 80 positions with an annual call volume of 1,000,000 or less.</i>
1	853031-DLLL-GD-2	V-DL SVR LG LOW BNDL GEO
1	06500-00201	2-POST RELAY RACK MNT KIT
1	04000-00414	SVR WIN2008/12/16 CAL 5PK
		VESTA® SMS
		<i>Note: Customer is responsible for Text Control Center (TCC) services and network charges.</i>
1	870891-66301	VESTA 9-1-1 SMS LIC
		Geo Diverse Add On License
1	BA-MGD-VSSL	GEO-DIV LIC SYS
		VESTA® 9-1-1 Prime Standard Operations
8	PS-0PR-VSML	VPRIME MLTP PER SEAT LIC
		VESTA® Workstation Equipment
8	61000-819604SFF	WKST Z240 SFF 8GB W/O OS
8	04000-00441	WINDOWS 10 LTSC LIC
16	65000-00261	NIC PCIE SNGL ADPTR CARD
8	63000-221693	MNTR FP WIDE SCRNL LED 22IN
8	64007-50021	KEYPAD 24 KEY USB CBL 12FT
8	850830-03201	BASIC SAM HDWR KIT
8	853004-00401	SAM EXT SPKR KIT
8	809800-35109	V911 IWS CFG
8	809800-35108	V911 IWS STG FEE
1	870890-07501	CPR/SYSPREP MEDIA IMAGE
		VESTA® 9-1-1 IRR Module
8	873099-00502	V911 IRR LIC/DOC/MED
		VESTA® 9-1-1 Admin Printer
1	64040-60087	PRNTR 506DN BLK/WHT
		<i>Note: Laserjet Black and White printer. Recommended monthly volume, 1,500 to 5,000 pages</i>
1	65000-03133	CBL USB SHLD M/M 10FT
1	65000-00238	CBL PATCH BLUE 3FT
1	65000-00124	CBL PATCH 15FT
		Network Equipment
2	04000-29616	SWITCH 2960-PLUS/CBL 24-PORT

14-16

Sangamon County

VESTA Bill of Materials
B-Side



AT&T
Business

2	04000-00129	Peripherals & Gateways
3	04000-00116	MED 1000B CHASSIS BNDL
3	04000-00119	MED 1000 FXO-LS BNDL
		MED 1000 FXS-O BNDL
		ALI/CAD Output
1	04000-00159	BLKBX TL159A 8-PORT DATACAST
1	65000-00262	KIT CBL RJ11 ADPTR DB25
		Rack & Peripheral Equipment
1	06500-55053	7FT EQUIPMENT RACK 19IN
1	63002-172805	MNTR NEC 17IN
1	04000-00809	KVM 8-PORT SWITCH USB

VESTA® Analytics

Qty.	Part No.	Description
8	PA-MSG-ASSL	VESTA® Analytics Standard - Multi Product Purchase V-ANLYT STD PER SEAT LIC