

Resolution No. 15-1

WHEREAS, Windstream, Inc. currently provides various telecommunications circuits and calling services for Sangamon County;

WHEREAS the present contract for these services is expiring in March, 2019;

WHEREAS, Windstream, Inc. has presented a renewal contract for twenty four months for these services at a cost of \$52,437;

NOW THEREFORE, BE IT RESOLVED, that the Members of the Board of Sangamon County, Illinois in session this 8<sup>th</sup> day of April, 2019 hereby approve the attached contract for telecommunication services.

**RESPECTFULLY SUBMITTED**

Building and Grounds

Finance Committee

*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
*[Handwritten signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECEIVED**  
2660

MAR 14 2019

Andy Goleman  
SANGAMON COUNTY AUDITOR

**FILED**

MAR 27 2019

*[Handwritten signature]*  
Sangamon County Clerk

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 Information Systems  
Employee Contact Wayne Revey

Purchase Request Information

Vendor Windstream  
Purchase Description Telecommunications Services  
Quantity 24 months  
Price Per Unit \_\_\_\_\_  
Total Price \$53,000.00  
G/L Multiple Departments Pay

Tracking

PO Number ISD 2019-017  
(Manually assigned by Department)

Date:

Legal Review (if applicable; see below) Reviewed with D Gab Unsuitable for Bidding

Sent to Auditor's Office for Review \_\_\_\_\_

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 *[Signature]* 3-14-19

Approved by Oversight Committee *[Signature]*

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.

15-3

Windstream Contract Renewal Explanation

PO# ISD 2019-017

The circuits with Windstream are competitively priced based on ATT pricing we've seen and it would be a lot of work to bid this out and change these circuits to a new vendor, therefore we do not believe this was suitable to bidding. At the point in time where a new phone system is bid out will be the time to also bid out new circuits. We did switch the long distance from Windstream to ATT as Windstream was going to start charging the County \$3,000 a month in addition to the long distance charge since ATT still owns the County numbers, therefore, saving the County \$3,000 a month.

15-4

# WINDSTREAM ENTERPRISE

## PROPOSAL SUMMARY

### Service Location Listing - Monthly Recurring Charges

Primary Billing Account Sangamon County Public Health, #4553610  
Quote # 1746347  
Company Representative Rhonda Lynch Rep ID e0163666  
Effective Date 02/19/2019  
MME \$2,185.03

Location Name & Service Address	Access	Voice	Total
Sangamon County Public Health 2833 S GRAND AVE E, SPRINGFIELD, IL 62703-2175	\$550.00	\$1,169.43	\$1,719.43
Sangamon County Community Resources 2833 S GRAND AVE E FLR 1, SPRINGFIELD, IL 62703-2175	\$275.00	\$90.00	\$365.00
Sangamon County Animal Control 2100 SHALE ST, SPRINGFIELD, IL 62703-5634		\$31.32	\$31.32
Sangamon County 200 S 9TH ST BUILDING BLDG SANGAMON COUNTY BUILDING, SPRINGFIELD, IL 62701-1629		\$64.20	\$64.20
Sangamon County 200 SOUTH 9TH STREET, SPRINGFIELD, IL 627011629		\$4.95	\$4.95
<b>Total</b>	<b>\$825.00</b>	<b>\$1,359.90</b>	<b>\$2,184.90</b>

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
On Net T1	--	1	\$0.00	\$0.00
<b>Advantage Business Lines</b>				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
<b>Trunks</b>				
Direct Trunk Overflow (DTO)	--	1	\$0.00	\$0.00
PRI Trunk Port	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,719.43
Total Location Non-Recurring Charges	\$0.00

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

PAETEC Conferencing is billed in full minute increments.

\* Rates are subject to change on 30 days notice via bill message on customer's invoice.

\*\* Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

\*\*\* Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	Sangamon County Community Resources, #4619903	Proposal / Quote ID	1746347
Install Street Address	2833 S GRAND AVE E FLR 1	City, State, Zip, Country	SPRINGFIELD, IL, 62703-2175, USA
Opportunity ID	1742671	Service Order Type	Renewal
Contract Term	24	Effective Date	02/19/2019

	Included	Total Qty	Price/Unit	Total Price
<b>Access Loop</b>				
On Net T1	--	1	\$275.00	\$275.00
<b>Common Voice Features</b>				
Verified Account/Auth Code Charge *	--	1	\$15.00	\$15.00
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
<b>Trunks</b>				
FSLC Charge *	--	5	\$9.20	\$46.00
20 DID Station Numbers *	--	3	\$3.00	\$9.00
PRI Trunk Port	--	1	\$20.00	\$20.00
<b>Total Features</b>				<b>\$365.00</b>

15-6

**Customer Name**

Customer Name	Sangamon County, #5415359	Proposal / Quote ID	1746347
Install Street Address	200 S 9TH ST BUILDING BLDG SANGAMON COUNTY BUILDING	City, State, Zip, Country	SPRINGFIELD, IL, 62701-1629, USA
Opportunity ID	1742671	Service Order Type	Renewal
Contract Term	24	Effective Date	02/19/2019

	Included	Total Qty	Price/Unit	Total Price
<b>Common Voice Features</b>				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
<b>Advantage Business Lines</b>				
Advantage Business Lines Charge <sup>⌚</sup>	--	1	\$55.00	\$55.00
FSLC	--	1	\$9.20	\$9.20
<b>Total Features</b>				<b>\$64.20</b>

Usage Rates	Dedicated	Switched	Initial	Additional	Call
Usage Type	Rate	Rate	Increment	Increment	Rounding
Local Measured Service Charges Tier A	0.0250'				

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
<b>Advantage Business Lines</b>				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
<b>Total Other Charges (Non-Recurring)</b>				<b>\$0.00</b>

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$64.20
Total Location Non-Recurring Charges	\$0.00

<sup>⌚</sup> Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

**Customer Name**

Customer Name	Sangamon County, #4671463	Proposal / Quote ID	1746347
Install Street Address	200 SOUTH 9TH STREET	City, State, Zip, Country	SPRINGFIELD, IL, 627011629, USA
Opportunity ID	1742671	Service Order Type	Renewal
Contract Term	24	Effective Date	02/19/2019

	Included	Total Qty	Price/Unit	Total Price
<b>Common Voice Features</b>				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
LD Block of 1000	--	1	\$0.00	\$0.00
<b>Toll-Free (8xx)</b>				
Toll-Free Access *	--	1	\$4.95	\$4.95
<b>Total Features</b>				<b>\$4.95</b>



15-7

## WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

- 1. Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
- 2. Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCS") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
- 4. Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
- 5. Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
- 6. Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
- 7. WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
- 8. WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

- 13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
- 14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
- 15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies
- 16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, [windstream.business.support@windstream.com](mailto:windstream.business.support@windstream.com) or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at [www.windstreamonline.com](http://www.windstreamonline.com), or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership.; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations;(m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.

**For Managed CPE Firewall Services only:**

**Authorization to Perform Testing.** Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

**For Managed Network Security Cloud Firewall only:**

WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.



### Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

#### **Loss of 911 services due to power failure or Internet connection failure:**

Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

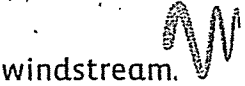
- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

#### **To ensure that 911 calls are properly routed:**

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, EarthLink customers should contact EarthLink Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP**

15-10



### APPLICATION FOR CREDIT

Representative: Rhonda Lynch  
Representative Phone: 585-794-4059

**REGISTERED INFORMATION**

Customer Name: Sangamon County Public Health  
 Federal Tax ID or SS Number: \_\_\_\_\_  
 Billing Address: 2833 S GRAND AVE E  
 City: SPRINGFIELD  
 State: IL Zip: 62703-2175  
 Tax Exempt Status: \_\_\_\_\_  
 EMR: \$2,187.09  
 Years In Operation: \_\_\_\_\_  
 Number Of Employees: \_\_\_\_\_  
 Business Structure: \_\_\_\_\_  
 Nature Of Business: \_\_\_\_\_

**PARENT COMPANY INFORMATION**

Company Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CONTACT INFORMATION**

Contact Name: Stephanie Butcher  
 Contact Phone: (217) 535-3170  
 Contact Fax: \_\_\_\_\_  
 Contact Email: stephanie.butcher@co.sangamon.il.us  
 Principal/Partner/Officer Full Name: \_\_\_\_\_  
 AP Contact Name: \_\_\_\_\_  
 AP Contact Phone: \_\_\_\_\_  
 AP Contact Fax: \_\_\_\_\_  
 AP Contact Email: \_\_\_\_\_  
 Title: \_\_\_\_\_

**BANK REFERENCE**

Bank Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_  
 Bank Contact Name: \_\_\_\_\_  
 Bank Contact Phone: \_\_\_\_\_  
 Bank Contact Fax: \_\_\_\_\_  
 Account Number: \_\_\_\_\_

**TRADER REFERENCES**

Vendor	Account Number	Phone	Fax	Contact
1. _____	_____	_____	_____	_____
Address: _____				
2. _____	_____	_____	_____	_____
Address: _____				
3. _____	_____	_____	_____	_____
Address: _____				
Current Local Telco: _____		Current LD Carrier: _____		

**Authorization**

I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.

**Accepted By Customer**

Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

15-11

\*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

15-12

\* Or one of these Windstream companies: PAETEC Communications, Inc; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services; McLeodUSA Information Services, Inc; US LEC COMMUNICATIONS LLC d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA LLC d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF TENNESSEE LLC d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services and PAETEC Communications of Virginia, Inc., Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PATEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.



As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

### Private Line Jurisdictional Traffic Certification

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Person's Telephone Number: \_\_\_\_\_

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

*Please check one of the boxes below*

- Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to [wci.regulatory@windstream.com](mailto:wci.regulatory@windstream.com)
- The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.

3. Customer acknowledges that the Company’s determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.

4. If, at any time, the Customer’s information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

# WINDSTREAM ENTERPRISE

## ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and Sangamon County Public Health ("Customer"), and amends the Windstream Service Terms and Conditions ("Agreement") Proposal/Quote ID 1746347 between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

### AUTO RENEWAL

The second sentence in **Section 1. Term and Renewal** of the Agreement is hereby deleted and replaced with the following:

"Upon expiration of the Term, this Agreement will automatically renew for successive month to month terms (each, a "Renewal Term") at the rates in effect prior to expiration of initial Term for the first six (6) Renewal Terms, and thereafter at WIN's then current monthly rates for the Services."

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

<b>Sangamon County Public Health (Customer)</b>	<b>Windstream (and its affiliates)</b>
_____ AUTHORIZED REP. (PRINTED NAME):	_____ AUTHORIZED REP. (PRINTED NAME):
_____ SIGNATURE:	_____ SIGNATURE:
_____ TITLE:	_____ TITLE:
_____ DATE:	_____ DATE: