



ROCK ISLAND  
ILLINOIS

MEMORANDUM  
INFORMATION TECHNOLOGY DEPARTMENT

**TO:** Thomas Thomas, City Manager

**Number:** 14-006

**SUBJECT:** AT&T Telephone Circuits

**Date:** 6/10/13

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AT&T has been the telephone provider to the City of Rock Island for the last fourteen years, proven to be the most reliable and cost effective solution. Primary Rate Interface (PRI) service and a CompleteLink usage agreement renewal is required to continue existing service. Attached are the contracts to renew the PRI services with AT&T for another 3 years.

**RECOMMENDATION:** The Information Technology Department recommends that the City Council authorize the City Manager to sign the agreements with AT&T for renewal of PRI service and a CompleteLink agreement, and pay the monthly service fee estimated at \$1,500 plus usage.

**Vendor:** 1288 - AT&T

**Payment Amount:** \$26,400 - Annually (estimated)

**Account Chargeable:**

**Fund:** 101 - General Fund

**Division:** 256081 - Information Systems

**Object Class:** 72501 - Telephone allocations

**Project Number:**

**Requisition Number:**

**Purchase Order Number:**

**Submitted by:** Timothy Bain, IT Director

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**APPROVED:** Thomas Thomas, City Manager



**ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE**  
**AT&T ILEC Service Agreement Provided Pursuant To Custom Rates and Terms**  
**Illinois, Indiana, Michigan, Ohio, Wisconsin**

<b>Customer</b>	<b>AT&amp;T</b>
City of Rock Island Street Address: 1528 3 <sup>rd</sup> Ave City: Rock Island State/Province: IL Zip Code: 61201 Country: USA	AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Thomas Thomas Title: City Manager Street Address: 1528 3 <sup>rd</sup> Ave City: Rock Island State/Province: IL Zip Code: 61201 Country: USA Telephone: 309-732-2012 Fax: Email: thomas.thomas@rigov.org Customer Account Number or Master Account Number: 309-R26-1905	Name: Jeff Allen Street Address: 65 Webster St City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 815-774-6763 Fax: Email: aj6413@att.com Sales/Branch Manager: Vickie Krueger SCVP Name: Jeff Maggi Sales Strata: N-GEM Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This ISDN Prime Service with DS1 Service Agreement (“Agreement”) includes the attached Pricing Schedule and General Terms (“Pricing Schedule”), and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks (each a “Service Publication”) identified in Section 1 of the Pricing Schedule.

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

The Effective Date of this Agreement is the date signed by the last party, unless a later date is required by law or regulation.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:



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<b>Host/Remote, Service Number Portability or Foreign Exchange (FX)</b>	<input type="checkbox"/> Yes# <input checked="" type="checkbox"/> No
	#If Yes, Central Office CLLI Serving the Circuit Site Address: [Enter 11 Digit CO CLLI Code] #If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 4.2 below <b>must</b> apply.

**4.2 Service Components, Quantities and Rates** - Optional features available at month-to-month rates are not included under this Agreement.

Service Component (USOC)	Total Quantity for All Sites	Monthly Recurring Rate (MRR), per unit for Term selected above	Total Monthly Recurring Rate (Qty x MRR)	Non-recurring Charge
ISDN PRI – National (NI-2) (ZPQZD)	3	\$288.00	\$864.00	\$0.00
ISDN PRI – Custom (ZPAZD)	0	\$0.00	\$0.00	\$0.00
DS1 Local Distribution Channels (LDCs) ( FQA1A/B/C - IL )	3	\$112.00	\$336.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) ( [Select One] )	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage (per mile), if applicable ( [Select One] )	0	\$0.00	\$0.00	\$0.00
ISDN Calling Name ID (NM1PG)	3	\$10.00	\$30.00	\$0.00
Unlimited Local Option (UTW)(Indiana Only)	0	\$0.00	\$0.00	\$0.00
Back Up D Channel (ZPBXD)	0	\$0.00	\$0.00	[Select One]
Call By Call for FX (C2Q)	0	\$0.00	\$0.00	[Select One]
Call By Call for Tie Lines (C3Q)	0	\$0.00	\$0.00	[Select One]
Network Ring Again (ZRA)	0	\$0.00	\$0.00	[Select One]
Network Name Display (ZNN)	0	\$0.00	\$0.00	[Select One]
DID Numbers, per number (LTG6X)	1874	\$0.10	\$187.40	\$0.00
<b>Total Charges for Service Components:</b>			<b>\$1,417.40</b>	<b>\$0.00</b>
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control. Orders for Service Components in excess of quantities listed above not permitted under this Pricing Schedule.				

**4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID.** Customer and AT&T may agree to add DID Numbers, ISDN Calling Name ID under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

**4.4 Service Sites and Circuit Quantity.**

**For NEW SERVICE, complete the table below.** Service may not be installed outside the territory that the AT&T Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location. For PRI Service, Customer Site must be within 60,000 feet of the AT&T ILEC local serving office.

Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
1	1	[Enter Service Location address]	[Enter City]
2	0	[N/A or Enter Service Location address]	[N/A or Enter City]

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Site	Quantity of Circuits per Site	Service Site – Street address	City (in same state as Service Provider in Section 1)
3	0	[N/A or Enter Service Location address]	[N/A or Enter City]
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

(If additional locations apply, please attach on a separate page. BTNs and CLLI may be attached separately instead of addresses.)

**For EXISTING SERVICE, complete the table below.**

**Complete a line for each existing Circuit ID.**

Existing Circuit ID	Existing Billing Account	Existing Circuit ID	Existing Billing Account
101 T1ZF RCISILEPH00 RCISILRIDC1	309-R26-1905		
102 T1ZF RCISILBSH00 RCISILRIDC1	309-R26-1905		
602 T1ZF RCISILBSH00 RCISILRIDC1	309-R26-1905		

(If additional locations apply, please attach on a separate page.)

**5. ADDS**

Customer may order Service Components at the same Site(s) as the Service Components identified in section 4.2, in excess of quantities listed in Section 4.2, if installed no later than 12 months after the Effective Date; except, Service Components identified in Section 4.3 may be installed until 90 days prior to end of the Pricing Schedule Term.

**6. USE OF SERVICE**

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

**7. GENERAL TERMS**

- a. If agreed to by the parties, this Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:
- (i) an effective date within 180 days before the expiration of the Pricing Schedule Term; or,
  - (ii) (a) a term equal to or greater than the remainder of the Pricing Schedule Term, and (b) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.
- b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

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- c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.
- d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).
- e. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.
- f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- g. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- h. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- i. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.
- j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.
- k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.

**I. Early Termination:**

If Customer migrates an AT&T ILEC PRI Service or Service Component, including DS1 used as transport for AT&T ILEC PRI Service (the "Terminated ILEC Service") to a qualifying AT&T Business Voice over IP (BVoIP) Service, then AT&T will waive the Early Termination Charge directly resulting from terminating the Terminated ILEC Service if:

- (1) the Terminated ILEC Service has been installed at the Customer site for no fewer than 12 months;

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- (2) the Minimum Payment Period for the replacement AT&T BVoIP Service is equal to or greater than the remaining commitment for the Terminated ILEC Service;
- (3) the replacement AT&T BVoIP Service is installed or available at the same Customer sites as the Terminated ILEC Service; and
- (4) activation of the replacement AT&T BVoIP service at the Customer site occurs within 90 days of termination of the Terminated ILEC Service at that Customer site.

The foregoing shall not apply to Services provided by the AT&T ILEC affiliate in Connecticut.

**m. Limitations of liability and Disclaimers:**

(1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

(2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

**n. Infringement:** AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

**o. ARBITRATION:** ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

**p. General Provisions:** This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party,

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which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

<i><b>For AT&amp;T internal use only</b></i>	
Billing Telephone Number for Existing service, if applicable:	309-R26-1905
Prime PRI SDA Code:	2FSE
DS1 Metro Blitz SDA Code:	WB36



**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

<b>Customer</b>	<b>AT&amp;T</b>
City of Rock Island Street Address: 1528 3 <sup>rd</sup> Ave City: Rock Island State/Province: IL Zip Code: 61201 Country: USA	The applicable AT&T ILEC Service-Providing Affiliate
<b>Customer Contact (for notices)</b>	<b>AT&amp;T Sales Contact Information and for Contract Notices</b> <input type="checkbox"/> <b>Primary Contact AT&amp;T</b>
Name: Thomas Thomas Title: City Manager Street Address: 1528 3 <sup>rd</sup> Ave City: Rock Island State/Province: IL Zip Code: 61201 Country: USA Telephone: 309-732-2012 Fax: Email: thomas.thomas@rigov.org	Name: Jeff Allen Street Address: 65 W Webster St City: Joliet State/Province: IL Zip Code: 60432 Country: USA Telephone: 815-774-6763 Fax: Email: ja6413@att.com Sales/Branch Manager: Vickie Krueger SCVP Name: Jeff Maggi Sales Strata: N-GEM Sales Region: MW <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: <a href="mailto:mast@att.com">mast@att.com</a>
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable Service Publication. In the event of a change to the applicable Service Publication, such change shall be incorporated by reference herein.

The Effective Date of this CSO is the date signed by the last party.

AT&T California currently provides billing and collections services to third parties, which may place charges that Customer authorizes on its bill. To the extent that AT&T California makes blocking of such charges available, Customer may block third-party charges from its bill at no cost.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

<b>For AT&amp;T internal use only</b>	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
<b>Sales must submit to Contract Management (CM):</b> 1) Customer executed CSO, and 2) a duplicate of this CSO as a Word document, not a PDF file, OR an Excel list of the BTNs.	

**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
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**1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION**

<b>Discount Program</b>	CompleteLink® 2.0*
Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> <b>AT&amp;T Arkansas</b>	AT&T Arkansas Tariffs, including General Exchange Tariff, Section 53	<a href="http://cpr.att.com/pdf/ar/ar.htm">http://cpr.att.com/pdf/ar/ar.htm</a>
<input type="checkbox"/> <b>AT&amp;T California</b>	AT&T California Guidebook, including Part 9, Section 3	<a href="http://cpr.att.com/guidebook/ca/index.html">http://cpr.att.com/guidebook/ca/index.html</a>
<input checked="" type="checkbox"/> <b>AT&amp;T Illinois</b>	AT&T Illinois Tariffs, including Tariff No. 19, Part 4, Section 5	<a href="http://cpr.att.com/illinois.htm">http://cpr.att.com/illinois.htm</a>
<input type="checkbox"/> <b>AT&amp;T Indiana</b>	AT&T Indiana Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/in/index.html">http://cpr.att.com/guidebook/in/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Kansas</b>	AT&T Kansas Tariffs, including General Exchange Tariff, Section 61	<a href="http://cpr.att.com/pdf/ks/ks.htm">http://cpr.att.com/pdf/ks/ks.htm</a>
<input type="checkbox"/> <b>AT&amp;T Michigan</b>	AT&T Michigan Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/mu/index.html">http://cpr.att.com/guidebook/mu/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Missouri</b>	AT&T Missouri Tariffs, including General Exchange Tariff, Section 58	<a href="http://cpr.att.com/pdf/mo/mo.htm">http://cpr.att.com/pdf/mo/mo.htm</a>
<input type="checkbox"/> <b>AT&amp;T Ohio</b>	AT&T Ohio Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/oh/index.html">http://cpr.att.com/guidebook/oh/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Oklahoma</b>	AT&T Oklahoma Guidebook, including Part 4, Section 5	<a href="http://cpr.att.com/guidebook/ok/index.html">http://cpr.att.com/guidebook/ok/index.html</a>
<input type="checkbox"/> <b>AT&amp;T Texas</b>	AT&T Texas Tariffs, including Local Exchange Tariff, Section 1	<a href="http://cpr.att.com/pdf/tx/tx.htm">http://cpr.att.com/pdf/tx/tx.htm</a>
<input type="checkbox"/> <b>AT&amp;T Wisconsin</b>	AT&T Wisconsin Guidebook, including Part 4, Section 2	<a href="http://cpr.att.com/guidebook/wg/index.html">http://cpr.att.com/guidebook/wg/index.html</a>

**2. TERM and EFFECTIVE DATES**

<b>Term:</b>	3 years
<b>Start Date of Term:</b>	Upon initial implementation of Discount Program in the applicable AT&T systems
<b>Effective Date of Rates and Discounts:</b>	Start Date of Term
<b>Rates Following Termination or Expiration of the Term:</b>	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of termination or expiration of the Term

**3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT**

<b>MARC* / Maximum Annual Discount</b>	\$ 35,000 / \$ 6,000
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

**COMPLETELINK® 2.0**  
**AT&T ILEC Confirmation of Service Order**  
**Provided Pursuant to Standard Service Publication Rates and Terms**

**4. RATES and DISCOUNTS**

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

<b>MARC Volume Discount*</b>	7 %
<b>Optional Features Discount **</b>	40%
* MARC Volume Discount applies to Eligible services and may not exceed the Maximum Annual Discount	
**Optional Features Discount applies to Central Office Optional Features (as described in the applicable Service Publication)	

**IntraLATA Intrastate Toll** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Arkansas <b>Select One</b>	California <b>Select One</b>	Kansas <b>Select One</b>	Illinois <b>\$0.053 - 3 Year</b>
Indiana <b>Select One</b>	Michigan <b>Select One</b>	Missouri <b>Select One</b>	Ohio <b>Select One</b>
Oklahoma <b>Select One</b>	Texas <b>Select One</b>	Wisconsin <b>Select One</b>	

**IntraLATA Interstate Rate** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois <b>\$0.110 - 3 Year</b>	Indiana <b>Select One</b>	Michigan <b>Select One</b>	Ohio <b>Select One</b>	Wisconsin <b>Select One</b>
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**Local Usage Rates/Discounts** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

California	Illinois	Michigan	Ohio	Wisconsin
Zone 1 & Zone 2: <b>Select One</b>	Illinois Band A: <b>\$0.016</b>	per message rate:	per message rate:	per message rate:
Zone 3: <b>Select One</b>	Illinois Band B: <b>\$0.034</b>	<b>Select One</b>	<b>Select One</b>	<b>Select One</b>
	Illinois Band C: <b>Rate \$0.047 - 3 Year</b>			

**Local Usage Service Level Discount:** For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

Michigan	Ohio	Wisconsin
35%	15%	30%

**Other Discounts which may apply:** (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

Arkansas <b>Select One</b>	California N/A	Kansas <b>Select One</b>	Illinois N/A
Indiana N/A	Michigan N/A	Missouri <b>Select One</b>	Ohio N/A
Oklahoma <b>Select One</b>	Texas <b>Select One</b>	Wisconsin N/A	

**Business Access Line Rates:**

State	Monthly Recurring Rate, per Line
AR, IN, KS, MO, OK, TX	\$31.00
KS - EAS	\$38.00
CA, IL, MI, OH	\$20.00
WI	\$22.00

**COMPLETELINK® 2.0**  
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**5. UNDER UTILIZATION CHARGE**

<b>Under Utilization Charge:</b>	if Customer fails to meet the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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**6. EARLY TERMINATION CHARGE**

Main BTN State	Early Termination Charge
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><b><u>With No IL BTNs</u></b></p> <ul style="list-style-type: none"> <li>• 50% of the unsatisfied MARC (after application of any Shortfall Charges) for the balance of the Term</li> </ul> <p><b><u>With IL BTNs</u></b></p> <ul style="list-style-type: none"> <li>• MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> <li>○ For IL BTNs, IL MARC Termination Charge; plus</li> <li>○ For non-IL BTNs, 50% of the unsatisfied MARC (prorated after application of any Shortfall Charges) for the balance of the Term</li> </ul> </li> </ul>
IL	<ul style="list-style-type: none"> <li>• the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)</li> </ul>

**7. BILLING TELEPHONE NUMBER (BTN) LIST**

<b>Eligibility:</b> <b>(max. of 1,000 BTNs)</b>	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none"> <li>• must be valid business lines;</li> <li>• may not be Consolidated or Special Bill Numbers;</li> <li>• may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers</li> <li>• are all of the BTNs intended by Customer to be included on Effective Date</li> </ul> <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&amp;T Sales Contact.</p>
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**BTN List follows**

