

City Clerk

12R-18

PH: 2-13-12

CONTRACT DOCUMENTS

**City of Lincoln
Nebraska**

**UPGRADE OF 9-1-1 TELEPHONE SYSTEM
Maintenance
Bid No. RFP 11-146**

**Windstream
401 South 21st Street, Suite 100
Lincoln, Ne 68510
402-437-7268**

**City of Lincoln, Nebraska
Contract Agreement**

THIS CONTRACT, made and entered into this ___Jan__ day of _4th_ 2011, by and between Windstream, 401 South 21st street, Lincoln, Ne 68516 hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called the City.

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**UPGRADE OF 9-1-1 TELEPHONE SYSTEM Maintenance
Bid No. RFP 11-146**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

**(Agreement to full proposal, --or--
Agreement to (list lines awarded) of Contractor's Proposal)**

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/services, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$ 149,406.00.

3. **EQUAL EMPLOYMENT OPPORTUNITY:** In connection with the carrying out of this project, the Contractor shall not discriminate against any employee, applicant for employment, or any other person because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. **E-VERIFY:** In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. **Termination.** This Contract may be terminated by the following:
- 5.1) **Termination for Convenience.** Either party may terminate this Maintenance Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) **Termination for Cause.** The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. **INDEPENDENT CONTRACTOR:** It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. The work included in this Contract shall begin as soon as possible from date of executed contract. The completion shall be **60 months after contract signed** or no later than **63 months after contract signed** (or according to the specifications or bid documents).
- Force Majeure. Contractor's installation or performance pursuant to this Agreement may be delayed due to causes beyond its reasonable control including, but not limited to, Acts of God, and work stoppages and strikes (Force Majeure Event); however, Contractor shall use its best efforts to resume installation or performance as soon as such Force Majeure Event ceases..
8. The Contract Documents comprise the Contract, and consist of the following:
1. Contract Agreements
 2. Accepted Proposal
 3. Addendums (if any, list numbers)
 4. Special Provisions, if applicable
 5. Specifications
 6. Instructions to Bidders
 7. Insurance Requirements
 8. Sales Tax Exemption Forms 13 & 17

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The attached Windstream Master Customer Equipment and Maintenance Agreements are incorporated herein by reference. In the event of a conflict between the City's documents and Windstream's documents, the City's documents shall control.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall by these presents be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by:

Resolution No. _____

Dated _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary



Windstream Nebraska, Inc
Name of Corporation
401 South 21st, Suite 100, Lincoln, NE 68510
Address
By: [Signature]
Duly Authorized Official
Vice President, General Manager
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____

Member

By: _____

Member

IF AN INDIVIDUAL:

Name

Address

Signature



AGREEMENT FOR COMMUNICATION SERVICES

Contract No.

This is an Agreement between Windstream Nebraska, Inc. ('Company'), and CITY OF LINCOLN/LANCASTER COUNTY ('Customer'), dated (Date). Services or Equipment (check as applicable) subject to the terms and conditions of this Agreement:

Maintenance

Included as part of this Agreement are the attached TERMS AND CONDITIONS and any applicable executed SERVICE SCHEDULES identifying the specific Services (which hereafter shall where applicable also refer to Equipment) purchased.

Upon the earlier of signature below, Company supplying the Service or Customer accepting the Service, the parties are bound by this Agreement in accordance with its terms.

CUSTOMER

For: CITY OF LINCOLN/LANCASTER COUNTY

By: _____
(signature)

Name:

Title:

Company: CITY OF LINCOLN/LANCASTER COUNTY

Address:

Contact Number: (402) 441-8314

Social Security Number, Tax ID Number or

Tax Exempt Status:

Tax Exempt (attach documentation):

WINDSTREAM

For: Windstream Nebraska, Inc.

By: _____
(signature)

Name: Cheryl Krueger

Title: Area Vice President-Business Sales

Sales ID Number: _____

Contact Number:

Director of Business Solutions: _____
(signature)

Director of Business Solutions: _____



TERMS AND CONDITIONS FOR COMMUNICATIONS SERVICES

Term:

This Agreement is binding. The duration (or 'Term') of each Service is specified on the Service Schedule and begins on the date that the Service is installed and available for use. If no Term is specified, the Term is month-to-month. When a Service Term expires, Service will be provided on a month-to-month basis at Company's existing tariffed rates or prevailing price lists in the absence of a tariff. If Company is required to file this Agreement with a governmental authority, the Agreement is effective on the earlier of the date specified herein or approved by the authority.

If Customer terminates an Agreement to purchase or rent Equipment, Customer will be required to pay the entire unpaid purchase or rental price of the Equipment and all costs Company incurs for restocking, returning, repossessing, packaging, shipping, installing and delivering Equipment to Customer.

Termination by Customer:

If Customer terminates a Service before the Term expires, then Customer will be required to pay Company 12 times Customer's monthly charges for terminated Service or Customer's monthly charges times the remaining months under the Agreement if less than 12 months. Customer also will be responsible for all outstanding charges for Services Customer used prior to termination. If Customer received a bundled rate for multiple Services and Customer unbundles, terminates, or disconnects any of the Services, then the rate for Customer's remaining Services will be adjusted to the non-bundled rate. If Customer changes the service address or the location of Service, then Company may terminate the affected Service.

Termination by Company:

The following actions will have negative consequences to Customer's Service:

- (a) Customer does not honor this Agreement; or
- (b) Customer uses the Service in an adverse manner; or
- (c) Others use the Service fraudulently or unlawfully while on Customer's premises or while the Service is under Customer's control; or
- (d) Customer or others use the Service in an excessive, abusive, or unreasonable manner that is not customary for the type of Service; or
- (e) Customer resells and Service; or
- (f) Customer uses the Service to aggregate other persons' traffic.

In any of these instances, Company will limit, interrupt, or terminate Service and may restore Service if Customer corrects the violation and pays all outstanding amounts owed including restoration charges.

In any of these instances, Company also may enter the premises, repossess and sell the Equipment, and apply the proceeds to the amounts Customer owes Company. Company may choose to redeliver and reinstall the Equipment if Customer corrects the violation and pays all outstanding amounts owed including restoration charges. Customer grants Company a first priority security interest in the Equipment, which remains personal property even if it is attached to real property. Upon Company's reasonable request, Customer will execute any document necessary to perfect or continue the security interest.

Charges for Services:

Customer is responsible for paying all charges that apply to the Service, including items such as features, installation, repair, restocking, long distance, and directory or operator assistance. Customer also is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of the Service.

Company may bill Internet access in increments. Customer cannot carry over unused Internet Service hours to subsequent monthly billing cycles, and Company may measure access time from the time the port is seized to the time the port is released by Customer's computer.

Customer is responsible for paying all charges that apply to the Equipment and taxes, surcharges, fees, and assessments that apply to the sale and use of the Equipment.

Delivery and Installation:

Company will deliver and install the Service or Equipment in accordance with Company's standard practices and requirements. Customer is responsible for providing an environment that is suitable for the Service or Equipment and for all delivery and installation costs incurred by Company.



Billing Information:

Customer will provide Company with the correct address to obtain Service, and Customer acknowledges that Company is relying on this information to determine which taxes, fees, or surcharges apply to Service. Customer will notify Company if Customer's address changes. If Customer does not provide a valid address, Customer will be responsible for any additional taxes, fees, or surcharges for Services that result from Customer's error.

Payments:

Company will bill Customer monthly for the Service, and Customer will pay the charges in full either on the due date indicated on the bill or within 30 days of the date on the bill. If Customer authorizes payment of Service by credit card or debit, then Company will not obtain further consent or provide additional notice before invoicing the credit card or debit for all amounts due and owing. Company may accept late payments, partial payments or any payments Customer marks as being 'payment in full' or as being settlement of any dispute without waiving any rights Company has to collect full payments from Customer or to terminate this Agreement. Customer will be responsible for paying all costs and fees Company incurs as a result of collection Customer's unpaid balance.

Customer shall pay the [monthly / annual] maintenance charge of the Equipment set forth in the Equipment Itemization. The first [monthly / annual] maintenance charge shall be payable in advance on the commencement date of this Agreement and on the () day of each [month / year] thereafter. Customer agrees that any amounts paid by it to Company shall be first applied to the payment of amounts due hereunder, unless law or regulation directs otherwise. Customer agrees to pay interest on any amount payable under this Agreement that is not paid when due at rate equal to the lesser of (i) two percent (2%) per month or (ii) the maximum rate permitted by applicable law. In no event shall Customer be obligated to pay interest at a rate in excess of the maximum permitted by law.

Late Payments:

If Company does not receive any portion of Customer's payment when it is due or if Company receives any portion of Customer's payment in funds that are not immediately available, then Company will assess a late payment penalty. Company will add the last payment penalty to the other amounts Customer owes and will calculate the late payment penalty as the total amount Customer owes times .000590 per day, compounded daily for the number of days from the payment date to and including the date actually received in immediately available funds, or the maximum lawful rate allowable by law.

Disputed Bills:

Customer agrees that Customer has a responsibility to review bills in a timely manner and that Customer may dispute any portion of a bill in good faith. To dispute a bill, Customer must deliver to Company in writing the specific basis for the dispute within 30 days after the date on the bill. If Customer complies with dispute process, Customer may withhold disputed amounts from Company until the dispute is resolved but is responsible for paying Company for all other undisputed charges. Customer agrees that Company denies and Customer waives automatically any dispute that is not filed until one year or later after the date of issuance of the applicable bill or invoice.

Contracting Parties:

Customer and Company agree that each has the right to address billing and other payment issues that may arise under this Agreement directly with the other party. Company has the right to refuse to address billing and other payment issues through a consultant or external party representative designated by Customer and to address such issues directly with Customer.

Credits and Deposits:

Customer authorizes Company to ask credit-reporting agencies for credit information about Customer. Company may require Customer to submit an initial security deposit and an additional deposit if Customer increases Services or Customer's credit rating changes. Simple interest will be paid on the cash deposit for the period Company holds deposit and will be refunded if satisfactory credit has been established or upon termination of Service. Company at its discretion may apply the deposit to any amount due and unpaid and may require a guarantee of payment by an individual or entity approved by Company.

Personal Identifiers:

Personal identifiers are a means through which Company provides and invoices Customer for Service, and they include telephone numbers and e-mail addresses. It is not Company's policy to change arbitrarily personal identifiers, although Company may be required by a governmental authority, regulation, or otherwise to change personal identifiers. Customer understands that personal identifiers are not Customer's property. (For example, in the case of an area code split, Company may be required to change Customer's area code.) Company may change personal identifiers upon reasonable notice, including notice of any associated transfer charges or fees.

**Other Service Charges:**

All Service charges not addressed in this Agreement will be charged in accordance with Company's tariffs or price lists established by Company in the absence of tariffs.

Maintenance Service:

- (a) Company shall inspect the Equipment at quarterly intervals and provide such maintenance and repair services as it shall determine to be necessary in accordance with Company's standard practice to keep the Equipment operating in good working order, ordinary wear and tear excepted.
- (b) Company shall use its best efforts respond to major malfunctions within four (4) hours after receiving notice thereof. A major malfunction is a total or substantial equipment failure resulting in an inability to place or receive telephone calls/transmissions.
- (c) Company shall use its best efforts to respond to malfunctions (other than major malfunctions) originating in the Equipment within one business day after notice thereof. Business day means Monday through Friday, 8 a.m. to 5 p.m. except holidays observed by Company. Service provided outside of a business day shall be charged at Company's then current rate for non-business hour services.
- (d) Service shall include the labor and parts required to maintain, repair or replace parts which have become defective through normal wear and usage.
- (e) Company shall not be responsible for unavailability of services due to causes beyond its control, including, but not limited to, delivery delays, work stoppages, strikes, fires, civil disobediences, riots, acts of God, and similar occurrences, as well as Customer's hindrance of Company's performance or Customer's failure to provide Company's personnel with free access to the Equipment to perform services thereon.
- (f) In the event that the customer does not upgrade Equipment under this agreement or perform the necessary updates to Equipment, Windstream shall be responsible only to use its best effort to support and maintain the Equipment.

Customer Remedies for Nonperformance:

In the event of Company's material breach of this Agreement, Customer and Company agree that actual damages will be extremely difficult to determine and thereof, in the event of such a breach, Customer shall be entitled to receive credits for maintenance service to be performed by Company in an amount mutually agreed upon between the parties but not to exceed credit for one (1) month maintenance service. THIS CREDIT SHALL BE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CUSTOMER. COMPANY SHALL IN NO EVENT BE LIABLE FOR ANY GENERAL, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR COMMERCIAL LOSS DIRECTLY OR CONSEQUENTIAL DAMAGES, OR COMMERCIAL LOSS DIRECTLY OR INDIRECTLY CAUSED BY COMPANY'S BREACH OF ITS OBLIGATIONS HEREUNDER OR BY REASON OF CUSTOMER'S INABILITY TO USE ANY OF THE EQUIPMENT EITHER SEPARATELY OR IN CONJUNCTION WITH OTHER EQUIPMENT OR FOR INJURY TO PERSON OR PROPERTY.

Exclusion from Service:

Expressly excluded from the services provided by Company under this Agreement are repairs or maintenance of any kind for damage to or failure of the Equipment resulting from Improper Operating Conditions (as hereinafter defined), misuse, negligence, tampering, accident, abuse, fire, flood, wind, act of God with the exclusion of lightning or public enemy, wiring, repair, or alteration by anyone other than Company without Company's prior written approval, parts which have been damaged or consumed by pests or domestic animals, or lost or stolen parts, and any other repairs, replacement or maintenance except repairs, replacement or maintenance resulting from normal use of Equipment. Repairs necessitated by any of the above excluded causes shall be made by Company if so requested by Customer and Customer agrees to pay Company for such repairs at Company's then current rate on a time and material basis. As used herein, the term "Improper Operating Conditions" means any condition(s) that adversely affect(s) the existence or operation of the Equipment including, without limitation, improper temperature, lack of ventilation, excess dust or other airborne matter, exposure to chemicals or electrical supply not in conformity with the specifications for the use of Equipment. This Agreement does not provide coverage for the following: Software materials, software corrections or programming, removable media or programs, data or other material contained on the removable media including, but not limited to records, removable disks, tapes, films or cassettes. In addition handset/line cords, wiring, cabling, headsets, jacks, batteries for power supplies or backup systems, or expendable items such as bulbs, batteries, fuses, power conditioners and surge protectors are not covered.

Additions, Relocations or Removal:

Installations of additional equipment, relocations of any of the Equipment or removal of any of the Equipment are not included in this Agreement. Company shall, upon the Customer's written request, provide such maintenance and repair services as are necessary and available with respect to the Equipment to add thereto, to change or relocate the Equipment. Company will not remove any of the Equipment. The Customer agrees to pay additional charges for such maintenance and repairs at Company's then current rate on a time and material basis. Maintenance for any additional equipment or features ordered by the Customer are subject to Company's prevailing price (if any), otherwise at Company's time and materials rate



at the time orders are placed. Company may, at its option, terminate this Agreement in the event that the Equipment is moved to a different location.

Advertising or Publicity:

Neither Customer nor Company will use the others party's name, marks or trade names in any publicity, releases or advertisements without first securing the other party's written approval from an authorized representative.

Software License:

To the extent that any Service or Equipment contains any licensed software, Customer will use the software solely in connection with the proper and lawful use of the Services or Equipment.

Risk of Loss:

Once Services or Equipment is delivered to Customer, then Customer bears the risk of loss of the Services or Equipment.

Privacy and Customer Proprietary Network Information:

Customer understands that Company may monitor and record Customer's communications to Company regarding Customer's account, Services or Equipment and for quality assurance. Company may release information it has about Customer and Customer's account when Company is reasonably required by law to do so and if necessary for the purpose of assisting Company in providing Service to Customer or if Company reasonably believes that an emergency exists. Company may analyze Customer's account and usage information and share this information with Company's affiliates to communicate with Customer regarding services or equipment that may become available. Customer may notify Company if Customer does not want Company to provide such information to other Company affiliates for this purpose.

Theft and Fraud:

Company is not responsible or liable if Service is lost, stolen or misused. Customer will indemnify and hold harmless Company for all usage, charges, and liability incurred before Company received notice from Customer of such loss, misuse, or theft. Customer is responsible for taking security measures to safeguard Equipment and Services and agrees that Company is not liable for fraudulent use of Equipment or Services caused by Customer not taking such measures. Customer will cooperate in the investigation of fraud or theft and provide such information that Company may request reasonably (including affidavits and police reports).

Limitation of Liability:

COMPANY LIABILITY FOR SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED CUSTOMER'S PRO-RATED MONTHLY RECURRING CHARGE FOR SERVICES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS. IF CUSTOMER'S SERVICE IS INTERRUPTED, COMPANY'S LIABILITY WILL BE LIMITED TO A PRO-RATED CREDIT FOR THE PERIOD OF INTERRUPTION. UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICES, OR ATTORNEY'S FEES, COMPANY WILL NOT BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES OR EQUIPMENT, AND CUSTOMER ACKNOWLEDGE THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Disclaimer of Warranties:

SERVICES AND EQUIPMENT ARE PROVIDED ON AN "AS IS" AND AS AVAILABLE BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BROADBAND SPEEDS, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY COMPANY'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION. COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. THIS SECTION SURVIVES AND CONTINUES AFTER THIS AGREEMENT ENDS.

Emergency Services or 911 Access:

CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES, CUSTOMER PREMISE EQUIPMENT, AND SERVICE CONFIGURATIONS MAY NOT PROVIDE ACCESS TO 911 SERVICES OR TRANSMIT THE LOCATION OR EXTENSION IF CUSTOMER ATTEMPTS TO ACCESS 911 SERVICES IN AN EMERGENCY. Examples include voice over Internet protocol, Centrex, and private branch exchange. By signing this Agreement, Customer



acknowledges that Customer has read this disclosure. By proceeding with use of Services or Equipment, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

Applicable Law:

This Agreement and the provision of Services and Equipment are subject to the laws of the state in which the Service and Equipment are provided to Customer and any applicable federal law or Company tariff. Where this Agreement covers Services or Equipment in multiple states, then this Agreement and the provision of Services and Equipment are subject to the laws of the State of Delaware.

Assignment:

Company may assign this Agreement to an affiliate or acquirer of all or substantially all of Company's assets without any advance consent from Customer. Customer may not assign its rights and obligations under this Agreement without Company's consent, which will not be unreasonably withheld, conditioned, or delayed.

No Waiver; Severability:

If Company does not enforce any right or remedy available under this Agreement, that failure is not a waiver of its rights or remedies. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in force.

Third Parties:

This Agreement is for the benefit of Customer and Company only, and not any third party.

Confidentiality:

Except in those instances where this Agreement is required to be filed with a governmental authority, Customer and Company agree that this Agreement together with its attachments and Service Schedules contains proprietary and confidential information and shall not be disclosed publicly to any third party.

Entire Agreement:

This Agreement, including the attached schedules, is the entire Agreement between Customer and Company and may be amended only in a writing signed by Customer and an authorized Company representative. This Agreement supersedes any and all statements or promises made to Customer by any Company employee or agent.

Signatures:

This Agreement may be signed in counterparts, and facsimile copies may be treated as original signatures. Company also may execute this Agreement via a verifiable electronic signature.

Customer Initials: _____

Date: _____



ADDENDUM

Cassidian Vesta Pallas, Vela Mapping & Aurora MIS (15) Positions (Support/Extended Warranty)

Qty	Description	Unit Price	Extended Price
	MTU Customer will reuse MTU and CAMA Cards. Support is current through 3/31/2012		
1	SPT THRU YR 4 MTU FW	\$ 647.00	\$ 647.00
	VESTA Pallas Software Support		
13	SPT VP 4YR PCML	\$ 4,741.62	\$ 61,641.00
	VESTA Pallas Optional Modules		
	VESTA with IRR for Radio		
13	SPT VIRR THRU YR4 PEI	\$ 857.31	\$ 11,145.00
	Aurora - MIS System		
	Aurora - MIS System Licensing & Support		
13	AURORA SPT 4 YR	\$ 689.69	\$ 8,966.00
	ORION Mapping		
	ORION Vela Mapping		
15	ORVL SPT 4 YR	\$ 3,017.40	\$ 45,261.00
	ORION Vela CAD Integration		
15	ORION VELA INTFC SPT YR4	\$ 862.13	\$ 12,932.00
	Extended Warranties		
	Server Extended Warranty		
2	WARR 3YR 24X7 DL380	\$ 1,425.50	\$ 2,851.00
	Note: Upgrade & uplift from 3 yrs warranty 9x5 NBD to 3 yrs, 24x7, 4 hour response time.		
	Workstation Extended Warranty		
15	WARR 3YR Z200 XW43/44/46	\$ 397.53	\$ 5,963.00
	Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 3 yrs 24x7, 4 hour response. (13) Call-taking positions, (1) Mapping admin Workstation, (1) View-only Workstation		
Total Maintenance Cost			\$ 149,406.00

Customer Initials: _____

Date: _____



Service Schedule: Business Protect Maintenance, Monitoring & Service Plans

Company Name: CITY OF LINCOLN/LANCASTER COUNTY
Contact Number: (402) 441-8314

Contract No.:
Date:

1. Business Protect - Maintenance, Monitoring & Service Plans: Platinum

Basic Information (check all that apply)	Standard Features (Applies to all Maint. Plans)
Term: 48 Months CPE Equipment: Cassidian Vesta Pallas, Oriojn Vela Mapping and Aurora MIS (see Addendum). Warranty: 12 Months Equipment Type: Cassidian Communications	<input checked="" type="checkbox"/> First Response Priority <input checked="" type="checkbox"/> Quarterly On-site Health Checks <input checked="" type="checkbox"/> Discounted Contract Labor Rates applicable for move, add and change activity

Select Type of Maintenance	Number of Years Coverage (including manufacturers warranty):
Platinum	60 Months

Description	Quantity	Port Rate per Month	Extended Price
Selected Maintenance System Type			
(See Attached Addendum)			
Total ⁽¹⁾			\$149,406.00

Notes:

(1) Sales Tax is applicable on all Customer Premise Equipment purchases due to state commerce requirements.

Customer Initials: _____

Date: _____

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Anna Farlow	Address	Purchasing	Address
Email	afarlow@lincoln.ne.gov		440 S. 8th St.	
Phone			Lincoln, NE 68516	
Fax		Contact	Vince M. Mejer	Contact
			Purchasing Agent	
Bid Number	11-146 Addendum 3		Purchasing	Department
Title	RFP Upgrade of 911 Telephone System and New Logging Recorder	Department		Building
		Building	Suite 200	Floor/Room
Bid Type	RFP	Floor/Room		Telephone
Issue Date	06/24/2011	Telephone	1 (402) 441-8314	Fax
Close Date	7/28/2011 12:00:00 PM CST	Fax	1 (402) 441-6513	Email
Need by Date		Email	vmejer@lincoln.ne.gov	

Supplier Information

Company Windstream Communications
 Address 401 S. 21st Street, Suite 100

 Lincoln, NE 68510

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (402) 437-7287
 Fax 1 (402) 437-7295
 Email
 Submitted 7/27/2011 2:15:34 PM CST
 Total \$0.00

Signature _____

Supplier Notes

Bid Notes

Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. You may submit a separate proposal for the Telephone System and/or the Logging Recorder or both.

Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, in order for this electronic notification to submit, enter a 0 for your response in this line item. Your fees will be addressed in with your proposal in a separate envelope.

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Proposers	I acknowledge reading and understanding the Instructions to Proposers.	Yes
3	Insurance Requirements	I acknowledge reading and understanding the Insurance Requirements.	Yes
4	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
5	Employee Class Act EO	I acknowledge reading and understanding the Employee Classification Act, Executive Order 83319.	Yes
6	Employee Class Act Affidavit	I acknowledge if awarded the contract I will abide by the law, notarize and attach the Employee Classification Act Affidavit to my contract.	Yes
7	Tax Exempt Certificate Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby Water projects are taxable.)	Yes
8	Proposal Submission	I have prepared and delivered/mailed to the City Purchasing Agent eleven(11) copies of my proposal as requested in the Specifications.	Yes
9	Descriptive Literature	I acknowledge reading and answering the questions for the logging Recorder.	Yes
10	References	I have attached my References to the Response Attachment section of this bid.	Yes
11	Contact	Name of person submitting this proposal:	Pam Pinkerton
12	Electronic Signature	Please check here for your electronic signature.	Yes
13	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
14	Agreement to Addendum No. 2	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes
15	Agreement to Addendum No. 3	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	1	EA	Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. You may submit a separate proposal for the Telephone System and/or the Logging Recorder or both.	\$0.00

Also, in order for this electronic notification to submit, enter a 0 for your response in this line item. Your fees will be addressed in with your proposal in a separate envelope.

Item Notes:

Supplier Notes:

Response Total: \$0.00

Response to
Lincoln 911

Request For Proposal
For

**Upgrade of 911
Telephone System
&
New Logging Recorder**

Bid No. 11-146

From



Your Partner in Communications

July 28, 2011

**UPGRADE OF 9-1-1
TELEPHONE SYSTEM
and LOGGING RECORDER
RFP 11-146**

1. PROJECT BACKGROUND

- 1.1 The City of Lincoln seeks to upgrade/replace its existing 9-1-1 telephone system, also referred to as "Customer Premise Equipment" (CPE).
- 1.1.1 This system is used in the Lincoln Emergency Communications Center (LECC) for the processing of incoming 9-1-1, Ten-Digit emergency telephone calls, accepting and processing Phase I and Phase II wireless 911 phone calls directly as well as handling other administrative public safety telephone traffic.
UNDERSTOOD
- 1.1.2 The Lincoln Emergency Communications Center is the Public Safety Answering Point (PSAP) for the City of Lincoln and Lancaster County, and dispatches Sheriff, Police, and Fire/EMS calls for service.
UNDERSTOOD
- 1.2 The City is seeking to upgrade and/or replace all of its existing 9-1-1 CPE with state-of-the art hardware and software that will provide its public safety dispatchers with the tools they need to answer and process calls for service in a rapid and efficient manner.
UNDERSTOOD
- 1.2.1 In addition, the City desires to position itself to be on the leading edge of Next-Generation (NG) 9-1-1 technologies, so that it is prepared to process 9-1-1 calls from "non-traditional" sources, such as Internet telephony, voice-over-IP (VOIP), telematics providers, and wireless devices such as phones, PDA's and other devices.
UNDERSTOOD
- 1.3 Proposals that include hardware, software, training and services that advance the City towards this goal will be favored.
COMPLY: This RFP response is an all inclusive turnkey solution to the stated needs of the LECC.
- 1.4 System proposed must be up gradable to the next generation I3 standard at no cost to the City.
COMPLY: The proposed solution is designed such that next generation I3 applicable to the system. The most current upgrade is included within the base proposal price as an option.

2. EXISTING 9-1-1 CPE CONFIGURATION

- 2.1 The Computer room is located at the Lincoln Emergency Communications Center on the Ground floor at 575 South 10th Street, Lincoln, NE.

- 2.2 The LECC currently operates a ten (10) position Cassidian Communications Vesta Pallas phone system and 11 position Orion Mapstar GIS mapping system, both interfaced to the agency's Public Safety Systems Inc. (PSSI) Computer Aided Dispatch (CAD) System.
- 2.3 Presently, Audio is exported and interfaced to a Voiceprint International logging recorder.
- 2.4 There are 17 9-1-1 trunks which include wireless, wireline and VOIP in addition to multiple ring-down lines, Centrex and other administrative telephone lines.
UNDERSTOOD

3. SCOPE OF WORK

- 3.1 The City requires that the Plant CML CPE hardware/software, both telephone and mapping be tightly integrated with the PSSI Computer Aided Dispatch (CAD) system.
UNDERSTOOD
- 3.2 The City also requires that the Cassidian Communications CPE hardware/software be integrated with the City's phone system.
 - 3.2.1 Currently, administrative phones are primarily Windstream Centrex lines which are separated from 911 lines of all types.
UNDERSTOOD
- 3.3 The City is a participant in the State of Nebraska's Phase II wireless program, receiving wireless call(s) from Wireless Service Providers (WSP) in the region.
UNDERSTOOD
- 3.4 The proposed 911 system, including all hardware, software, training and services, shall be capable of accepting and processing wireless 9-1-1 calls, providing the PSAP with the State of Nebraska Wireless 9-1-1 ALI Format with direct pass-through to the PSSI CAD interface.
COMPLY
 - 3.4.1 It must be capable of "rebidding" ALI information and displaying Phase II data as provided by the WSP and the Local Exchange Carrier (LEC).
COMPLY: The proposed solution provides rebids of Automatic Location Identification (ALI) information and the display of Phase II data.
 - 3.4.2 The CPE equipment must provide the same functionality for wireless calls as it does for wire line.
COMPLY
 - 3.4.2.1 This includes the one button ANI callback feature and enhanced ALI service (EAS).
COMPLY: The VESTA® Pallas™ solution allows call takers to perform one-button callbacks for wireless or VoIP 9-1-1 calls utilizing the Non-Call Associated Signaling (NCAS) or Call Associated Signaling (CAS) wireless caller's telephone number.

11:12	(626) 234-1008	43123 Business Park		CELL
11:12	(626) 234-1007	43123 Business Park		
11:12	(626) 234-1003	43123 Business Park		
11:11	(626) 234-1001	43123 Business Park	ABAN	
11:11	(626) 234-1009	43123 Business Park		CELL
11:11	(626) 234-1006	43123 Business Park		
11:11	(626) 234-1003	43123 Business Park		
11:11	(626) 234-1002	43123 Business Park		
11:09	(626) 234-1010	43123 Business Park		CELL
11:09	(626) 234-1004	43123 Business Park		

ANI Callback...

Dial **Cancel**

- 3.5 In accordance with the City of Lincoln bidding and procurement policies, the vendor selected by the City shall incorporate these specifications into a detailed "Statement of Work" (SOW), as well as the development of a detailed list of equipment, software, training and services to be purchased.

UNDERSTOOD

- 3.5.1 The SOW, list of equipment, software, and services, as well as the City's contract will be subject to review and approval by the City of Lincoln.

UNDERSTOOD

- 3.6 Vendor shall be responsible for providing equipment, installation, interfacing, conversion, training and maintenance for the most current model of the following:

3.6.1 Cassidian Communications VESTA PALLAS PBX VER 5.0 (Full system with 10 Positions)

3.6.2 Cassidian Communications ORION VELA (Full system with 11 Positions)

3.6.3 Cassidian Communications AURORA MIS (full package - records management)

UNDERSTOOD

- 3.7 Optional:

3.7.1 Cassidian Communications VESTA PALLAS PBX VER 5.0 - One to Three (1-3) additional positions

3.7.2 Cassidian Communications ORION VELA - One to Three (1-3) additional positions

3.7.3 Digital Logging Recorder - Minimum of 96 channels

3.7.4 Pictometry interface to Cassidian Communications ORION VELA

3.7.5 **Optional:** Automatic Vehicle Location (AVL) Interface to Cassidian Communication Orion Vela.

COMPLY WITH EXCEPTION: Cassidian Communications will be releasing an optional add-on Automatic Vehicle Location (AVL) feature to a future version of the ORION™ Vela® mapping solution. Because of the unique and custom requirements, beyond the required version of the ORION Vela solution, for any site desiring to add AVL (AVL server either 'hosted' or on site, location acquisition and transmission equipment in vehicles, etc) a proposal to add this capability will require further discussion and planning between Cassidian Communications and Lincoln Emergency Communication Center staff. Cassidian Communications will be glad to work with Lincoln Emergency Communication Center staff on this planning effort in order to collect the information required to provide the most accurate and cost effective proposal possible for the addition of AVL functionality to the Lincoln Emergency Communication Center.

- 3.8 Vendor must provide lowest available prices to City including but not limited to CMAS, WSCA, GSA or other typical government discounts, etc.
 - 3.8.1 Prices shall be valid for a period of ninety days from closing date of this RFP.
COMPLY: All Cassidian Communication financial quotations are valid for 120 days.
- 3.9 Installation
 - 3.9.1 All CPE equipment installation will be the responsibility of the vendor.
UNDERSTOOD
 - 3.9.2 Equipment must be installed and certified ready for acceptance testing by the specified Installation Date identified by City.
UNDERSTOOD
 - 3.9.2.1 Such certification must be in writing and presented to the individual specified in the contract.
UNDERSTOOD
 - 3.9.3 Downtime during cutover is not an option, consideration will be given to back-up center operations to ease in transition.
UNDERSTOOD
 - 3.9.3.1 Cutover time/date will be specified by City and may occur on a weekend.
UNDERSTOOD
 - 3.9.4 The vendor will be required to dispose of the existing CPE equipment not desired by the City in accordance with applicable State and City regulations.
UNDERSTOOD

3.9.5 Any additional racks needed and installation of said racks will be the responsibility of the vendor.
UNDERSTOOD

3.9.6 Vendor is responsible for making necessary arrangements with City to ensure that installed equipment interfaces to City equipment as required by City.
UNDERSTOOD

3.10 Data Conversion

3.10.1 Conversion and programming of all speed dials and hot keys will be the vendor's responsibility.
UNDERSTOOD

3.10.2 Current Vesta Pallas configuration includes 24 speed dial groups with a total of 1174 entries, and eleven (11) hot keys, six of which are configured as dial outs.
UNDERSTOOD

3.10.3 Conversion of any Call Data Records (CDR's) requested by the City will be the vendor's responsibility.
UNDERSTOOD

3.11 Interfaces

3.11.1 The CPE system must interface with the PSSI CAD system and pass full Automatic Number Identification (ANI) and Automatic Location Identification (ALI) information to CAD.
COMPLY: The proposed solution provides a National Emergency Number Association (NENA) compliant serial spill of ALI information via RS-232 standard cables.

3.11.1.1 Vendor will be required to work cooperatively with PSSI and provide assistance to City for integration.
COMPLY

3.11.2 The CPE system must interface with the PSSI CAD system for purposes of mapping active incidents on the Cassidian Communications map.
COMPLY

3.11.2.1 It will be the vendor's responsibility to work cooperatively with PSSI to integrate the systems.
COMPLY

3.12 Training

3.12.1 The City requires training for its 9-1-1 PSAP system administration

personnel as well as PSAP "agents" (public safety dispatchers).

Cassidian Communications Technical Training's Mission:

Our most critical goal is developing and delivering world class learning solutions that build your technical product and systems knowledge, skills, and expertise. Our courseware, instructors, and documentation are all focused on enabling your organization to receive maximum operational benefit from your Cassidian Communications 9-1-1 communications solution.

Our Training Customers:

- **Managers/Supervisors/Administrators**
 - Monitoring and managing data bases, system loading, and system performance – can train up to 8 students per session – Cassidian Communications will need exact numbers of this type job function to determine how many sessions are required to adequately train this population
- **Call Takers**
 - Operates the basic / advanced features and functions of the 9-1-1 Call Taker Positions – can train up to 8 students per session – Cassidian Communications will need exact numbers of this type job function to determine how many sessions are required to adequately train this population
- **Technicians**
 - Performs maintenance, installation, diagnostics, and repair on the Cassidian Communications 9-1-1 equipment – can train up to 8 students per session – Cassidian Communications will need exact numbers of this type job function to determine how many sessions are required to adequately train this population

Cassidian Communications World-Class Cadre of Instructors:

- Radio frequency (RF), telephony, data, digital logic, and microprocessor backgrounds
- Experience in occupational education and electronics through private and military instructor certification programs
- Hundreds of hours of annual training on Cassidian Communications products
- Tight connection with product design, manufacturing, and staging to ensure understanding of current product releases
- Ongoing participation in rigorous train-the trainer sessions ensuring quality and depth of instructor knowledge

Cassidian Communications Best Practices:

- Learning Value Chain Methodology
- Professional/Experienced Instructor Staff
- On Site training utilizing customers equipment for hands on instruction
- Limit class sizes to no more than 8 students
- Keep it simple instruction – build confidence of students as they learn

List of Courses in the order Cassidian Communications recommends they be presented can be found below. Each course gives the Course Name, Course Number, Course Length, Prerequisites, and Course Description.

Course Name	Code	Number of days	Prerequisites	Description
Aurora Admin	000000-24404	1	<ul style="list-style-type: none"> • Windows application familiarity including mouse navigation and keyboard skills • In-depth knowledge of PSAP day-to-day operation including call handling requirements 	<p>This class walks you through the Aurora interface with hands-on experience creating various reports.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> • About the Aurora interface • Creating common reports • Understanding filters, ANI search, reports and options • How to set up groups and create report for them • Creating comprehensive reports on a specific aspect of the 9-1-1 system
ORION DataSync Admin (THIS TRAINING IS OPTIONAL BASED ON WHETHER A PURCHASE DECISION IS MADE)	000000-25804	1	ORION MapStar Admin (Course #000000-05044) or ORION Vela Admin (Course #000000-25714)	<p>ORION DataSync is designed to synchronize the map data used in ORION MapStar or ORION Vela across a wide area network (WAN) or local area network (LAN) whenever data is updated.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> • ORION DataSync configuration options • WAN & LAN configuration options • Scheduled distribution vs. immediate publishing
ORION Vela Admin	000000-25714	3	<ul style="list-style-type: none"> • PC Bootcamp (Course #000000-06017) or equivalent. • Prior GIS/mapping experience including knowledge of ESRI's data types • Knowledge and understandin 	<p>This course is designed for ORION Vela system administrators who are responsible for updating ORION Vela's map data and configuration.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> • How end users utilize ORION Vela • How to configure users and define user rights • How to configure one or more map windows to get the most out of existing map data and/or map

			g of their map data including attributes	<p>data that might be built in the future</p> <ul style="list-style-type: none"> •How to utilize the discrepancy viewer •Configuring Templates including ORION Vela's vast display, search and routing capabilities •How system configuration alters position updates
ORION Vela Agent	000000-45711	0.5	Windows application familiarity including mouse navigation and keyboard skills	<p>This course is designed to provide call takers and/or dispatchers a comprehensive overview of ORION Vela as well as hands on training.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> •How to use the map tools and data •How to manage ALI based incidents •Using search and routing capabilities
VESTA Pallas Admin	000000-26504	2	<ul style="list-style-type: none"> •Windows application familiarity including mouse navigation and keyboard skills •In-depth knowledge of PSAP day-to-day operation including call handling requirements 	<p>Designed for PSAP administrators overseeing a VESTA Pallas installation, this course provides a complete system overview as well as hands-on user training on all VESTA features covered in the agent and supervisor course. The primary focus is on the responsibilities of creating and maintaining the VESTA databases.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> •VESTA Pallas call-flow and agent call processing functions •User setup procedures •Auto dial maintenance •Setup and maintenance up of additional databases as required
VESTA Pallas Agent	000000-46501	0.5	Windows application familiarity including mouse navigation and keyboard skills	<p>The Agent training covers the necessary skills for an agent to effectively handle and process calls in a call center utilizing the VESTA Pallas solution.</p> <p>What you will learn:</p> <ul style="list-style-type: none"> •How to use the special features of the VESTA Pallas telephone system

				<p>to conference and process calls</p> <ul style="list-style-type: none"> •How to use VESTA's automated TTY, line status window, tabbed speed dial and more •How to use the instant recall recorder to review previous calls •How to establish personalized greetings
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3.12.2 Vendors should propose a complete suite of system administration classes, including, but not limited to "advanced" administrator training courses covering both the 9-1-1 phone system and server, and the records management system.

COMPLY: See response to section 3.12.1.

3.12.2.1 Unless stated otherwise, it is assumed that the proposed training is to be conducted on-site at the PSAP.

COMPLY

3.12.3 Respondent should specify number of hours required for each of the following training sessions:

3.12.3.1 Administrative Training for up to 8 personnel, one session
COMPLY: See response to section 3.12.1.

3.12.3.2 Agent Training for up to 40 personnel, multiple sessions to be determined by the City

COMPLY: See response to section 3.12.1.

3.13 System Support and Maintenance

3.13.1 The system and all components shall include a one year parts and labor warranty.

COMPY: All Cassidian Communications components are warranted for at least 18 months from date of shipment. See the attached Cassidian Communications Hardware Repair and Warranty Policy for further details.

3.13.1.1 The proposal shall also include the costs for extended warranty maintenance and support for four (4) additional years, for a total of five years.

COMPLY: The quote includes this extended support.

3.13.2 In no case will the City bear costs associated with the repair or replacement of hardware or software that requires warranty service.

UNDERSTOOD

3.13.2.1 This includes the configuration or re-configuration of replacement hardware, as well as the re-installation of operating system or application software provided with the new or upgraded 9-1-1 CPE system during the warranty and maintenance period.
COMPLY

3.13.3 Vendor must provide verification of Cassidian Communications certification for minimum of three service technicians who will be available for system hardware and software support.
COMPLY

3.13.4 Vendor must provide 24 X 7 phone support and maximum response time of one (1) hour by certified technician or less for any failure that could negatively impact PSAP operations.
COMPLY

3.14 Deliverables

3.14.1 Equipment listed in Scope of Work
COMPLY: The proposed solution includes the equipment stated in the Scope of Work.

3.14.2 Fully functioning (City defined) interfaces with the following systems:

3.14.2.1 PSSI Computer Aided Dispatch (CAD)

3.14.2.2 ANI/ALI

3.14.2.3 Mapping

3.14.2.4 Spectracom Netclock or other time service accepted by the City

3.14.2.5 Digital Logging Recorder (optional)

3.14.2.6 Automatic Vehicle Location (AVL)
See response to 3.7.5

3.14.3 Removal of the existing CPE equipment at the discretion of the City
COMPLY

3.14.4 Installation of new equipment
COMPLY

3.14.5 Migration to new system not to exceed 24 hours
COMPLY WITH EXCEPTION: Windstream Communications will make every effort to meet this deadline. Installation and testing will be an integral component of the migration and emphasis will be on insuring the system is functioning properly before migration.

3.14.6 Records Management system

COMPLY : The Aurora® Management Information System (MIS) solution has been proposed.

- 3.14.7 Administrative training for up to eight (8) system administrators
COMPLY
- 3.14.8 Agent (dispatcher) training for forty (40) public safety dispatchers
COMPLY
- 3.14.9 Conversion and programming of speed dials and Call Data Records
COMPLY
- 3.14.10 Installation within a time frame acceptable to City
COMPLY
- 3.14.11 Maintenance agreement as described in this document
COMPLY
- 3.14.12 One to Three (1-3) fully functioning workstations (phone and map) as an option
COMPLY
- 3.14.13 One digital logging recorder as an option
COMPLY

4. ACCEPTANCE CRITERIA

- 4.1 The equipment and/or software proposed to meet the requirements of this RFP must be installed at the location and fully operational on or before the Ready for-Use Date(s) specified by City.
COMPLY
- 4.2 Acceptance testing will not be completed until the system interfaces are fully integrated and functioning to City's requirements
COMPLY
- 4.3 Acceptance testing will be to City requirements not baseline specifications.
 - 4.3.1 Process administrative/911 landline and VOIP calls to ensure ANI/ALI is functional
 - 4.3.2 Process wireless 911 calls to ensure latitude/longitude is received and plotting correctly on GIS Map
 - 4.3.3 Process direct line (ring down/direct connect) calls to ensure all are functioning correctly
 - 4.3.4 Process transfer calls to assure speed dial programming is correct and functional
 - 4.3.5 Conduct ALT ANSWER: Ensure 911 Transfer's to LECC Back-Up Center is functioning properly.
 - 4.3.6 ALT ANSWER: Ensure 911 Take-Back of transfers from LECC Back-

Up Center is functioning properly.

4.3.7 MIS System configured and functional with hourly/daily reporting
COMPLY

4.4 The warranty period will begin after the final acceptance is completed.
UNDERSTOOD

5. PROPOSAL EVALUATION CRITERIA

5.1 Proposals will be evaluated in relation to all aspects of this Request.

5.1.1 Nevertheless, the contract, if awarded, will be awarded to the Vendor whose proposal is considered the best value to the City.
UNDERSTOOD

5.2 The following criteria will be used to evaluate vendor proposals:

5.2.1 System Configuration including records management system

5.2.2 Compliance with RFP specifications

5.2.3 Ability to parse ALI record

5.2.4 Ability to accept latitude/longitude in data stream from wireless carrier

5.2.5 Ability to accept VOIP or IP voice and data

5.2.6 Ability to interface with PSSI CAD System, ANI/ALI and mapping

5.2.7 Past performance and references

5.2.8 Maintenance agreement and response time

5.2.9 Cost of installation

5.2.10 Delivery Time

5.2.11 Completion Time

5.2.12 Training

5.2.13 Total cost of project
UNDERSTOOD

5.3 Best value will be determined based on price, responsiveness, and responsibility:

5.3.1 The lowest price is determined by the total cost to the City for the entire project.

5.3.2 Responsiveness means a Vendor who has submitted a proposal which conforms to the technical and administrative requirements of the solicitation documents in all material aspects.

5.3.3 A responsible Vendor shall mean a Vendor who has the capability, in

all respects, to fully perform the contract requirements and the moral and business integrity and reliability which will assure good faith performance.

- 5.3.4 Qualifications and experience of Vendor will be taken into consideration.
UNDERSTOOD

6. PROPOSAL REQUIREMENTS

- 6.1 Provide a brief history of the organization including type of organization, size, registration, and affiliation.

Windstream is one of the country's largest communications companies, connecting millions of people and businesses, every hour of every day. We are a next-generation telecommunications provider, offering a broad array of advanced business technology solutions that deliver proven results and value.

Windstream is an S&P 500 company with more than \$4 billion in annual revenues. Our 10,000 employees in 29 states and the District of Columbia are dedicated to delivering the services that help you solve your business challenges. Working together, we provide:

- More than 60,000 miles of fiber;
- A full line of voice services, including digital T-1 trunks, private VoIP, SIP trunking and more;
- MPLS networking solutions, including virtual LAN services and private MPLS;
- Alliances with industry-leading vendors such as Mitel, Cisco, Avaya, EMC, VMware and others;
- Four Network Operations Centers (NOCs), located throughout the United States;
- 13 secure data centers in the U.S., including SAS-70, Type II certification;
- More than three dozen colocation centers;
- US-based customer and technical support;
- A full spectrum of cloud-based hosting services, including Infrastructure as a Service (IaaS), with public, private or hybrid options;
- Managed information security;
- Managed data protection, including disaster recovery options; and more.

Windstream combines next-generation products and industry-leading technology with our focus on individual needs, delivering a solution that meets your specific business requirements. Throughout it all, there is one constant: our commitment to you will never change. We thank you for the opportunity to tell you more about our services, and how they can help your business grow.

- 6.1.1 Vendor must demonstrate specific project expertise related to this project and the technical experience, facilities, capabilities, and financial resources necessary to perform the work in a satisfactory manner.

Windstream is a proven, experienced partner in supporting the current and emerging network communications and IT requirements of government organizations, enabling public agencies of all sizes and missions to meet the challenge of bringing effective services to its citizens. Windstream's innovative suite of voice communications, emergency communications, data networking, and Internet solutions help governments on all levels reduce operational costs, increase efficiency, and meet legislative mandates while offering enhanced technology and services. Windstream is an S&P 500 company with more than \$4 billion in annual revenues.

In the area of telecommunications, Windstream has been working with city, county, state and federal government agencies for more than 60 years. In that time, our company has installed emergency communications equipment in 22 counties in southeast Nebraska, and our Partner, Cassidian Communications, has installed over 1800 Vesta Pallas solutions throughout the United States.

Our dedicated personnel will help you every step of the way with the installation, integration and service of your Cassidian equipment. Windstream currently has a team of six technicians that are highly qualified support personnel certified in the installation, troubleshooting and repair of the Cassidian equipment suite. In addition, Cassidian's highly-trained field engineers will be present to ensure systems are installed, maintained and configured for optimum performance. They maintain close contact with customers from installation and cutover through a system's lifecycle, and work hand-in-hand with Cassidian Communication's Integration and Test engineers to assure product reliability.

6.2 Provide a brief statement indicating an overall understanding of the project.

As the long-standing service provider to the Lincoln Emergency Communications Center (LECC), Windstream Communications understands the issues that face the LECC relating to the upgrade/replacement of the existing 911 communications system. The turnkey solution proposed by Windstream will enable the LECC to be on the leading edge of Next Generation (NE) 911 technologies, and respond to calls in a quick and efficient manner. In addition, Windstream's solution is capable of integrating with the PSSI Computer Added Dispatch System currently being used by the LECC and the current Centrex administrative telephones. The system is capable of accepting and processing wireless 9-1-1 calls, providing the PSAP with the State of Nebraska Wireless 9-1-1 ALI Format with direct pass-through to the PSSI CAD interface.

6.3 Provide Detailed/Line Item Price Proposal listing requirements of RFP.
COMPLY

6.4 Cost of future maintenance
COMPLY

7. SUBMITTAL REQUIREMENTS

7.1 Submit ten (10) copies of your proposal on or before the date and time established for receiving proposals to:

Vince Mejer, City
Purchasing Agent
440 South 8th
Street, Suite 200
Lincoln, NE 68508

7.1.1 Indicate the RFP number and Firm Name on the outside of the sealed proposal.

7.1.2 Proposals received after the established date and time will be rejected.

7.1.3 All fees submitted as part of your proposal may be further negotiated during the negotiation process.

UNDERSTOOD

7.2 **Proposers must also complete and submit the electronic portion** (Attributes and Line Item sections) of this proposal on the E-bid system.

7.2.1 Electronic submittal must be submitted before the closing date and time of this RFP.

UNDERSTOOD

7.3 All inquiries regarding these specifications shall be directed via e-mail to Vince Mejer, Purchasing Agent, (vmejer@lincoln.ne.gov).

7.3.1 These inquiries and/or responses shall be distributed to prospective bidders as an electronic addendum.

UNDERSTOOD

REFERENCES

Emergency Communications Centers of Similar Size to Lincoln's Center with Vela and/or Aurora:

Douglas County E911 Center
Amanda Reusch
Director
Lawrence, KS
785-838-2470

Johnson County Missouri
Elizabeth Lenger
Director
Warrensburg, MO
660-747-2145

In addition, Windstream is the current equipment and service provider for the Lincoln Emergency Communications Center.

Emergency Communications Centers within Nebraska:

Seward County E911
Barb Liska
261 S. 8th Street
Seward, NE
402-643-6784

Adams County E911
Cpt. Gene Boner
317 S. Burlington
Hastings, NE
402-461-2380

Logging Recorder Specifications:

Proposed replacement of current VoicePrint International 64 channel recorder system and installation of a Digital Logging Recorder System MUST at a minimum include or allow for the following:

1.0 GENERAL

- 1.1 The recording equipment furnished and installed shall be designed for 24/7, continuous duty operation. Does your proposal comply with this requirement? Yes X No _____
- 1.2 Recording equipment must provide a minimum of 96 channels for recording and with the ability to be expanded to 120 channels. Does your proposal comply with this requirement? Yes X No _____
- 1.4 The system shall have the ability to provide unattended operation and automatic archiving per user defined schedule. Does your proposal comply with this requirement? Yes X No _____

2.0 EQUIPMENT INTERFACE/COMPATIBILITY

- 2.1 The proposed solution shall interface/co-exist with the existing equipment: a Plant/CML E911 phone, trunked and conventional radio system. Does your proposal comply with this requirement? Yes X No _____
- 2.2 The proposed solution shall be wireless Phase II compliant. Does your proposal comply with this requirement? Yes X No _____
- 2.3 The system shall be capable of interfacing with the City of Lincoln's LAN. Does your proposal comply with this requirement? Yes X No _____

Must be an Ethernet TCP/IP LAN

- 2.4 The system must have the ability to record in a SIP (Session Initiated Protocol) environment. Does your proposal comply with this requirement? Yes X No _____

Although additional licenses may be required based upon more details being provided concerning the requirements.

- 2.5 The system must have the ability to interface to telephone, computer aided dispatch, and radio for quality assurance purposes. Does your proposal comply with this requirement? Yes X No _____

Additional details on the CAD interface are required.

2.6 The system must have optional upgrade capabilities to be compliant with Harris Corporation's proprietary Public Safety Attachment Protocol. Does your proposal comply with this requirement? Yes No

It is assumed that the Harris Public Safety Attachment Protocol is for their P25 radio system. If this is not correct, more details are required.

3.0 SYSTEM DESIGN and ARCHITECTURE

3.1 The proposed system must be a turnkey, self-contained unit. This indicates that all services, recorder hardware, and/or other needed software will be located in a single machine provided by the vendor or in multiple machines all supplied by the vendor with the exception of the Administration console and Playback software. All units should have the same resiliency as any other.

Does your proposal comply with this requirement? Yes No

3.2 The proposed system must be fault tolerant with redundancy built-in, including dual hotswappable hard drives, power supplies, fans, and CPUs, utilizing appropriate RAID technology.

Does your proposal comply with this requirement? Yes No

Fans and CPUs are not redundant in a single box. This requires parallel systems.

3.3 The system must have a buffer such as a hard disk where the data will reside before being sent to the archive system. No systems that use volatile RAM resources for short-term storage will be accepted.

Does your proposal comply with this requirement? Yes No

3.5 The system must allow for simultaneous recording on all channels, playback on multiple remote workstations, and multiple channel playback without loss of any data and without deterioration to the rest of system processes.

Does your proposal comply with this requirement? Yes No

3.6 The proposed system must be capable of archiving independently on industry standard non-proprietary LAN attached storage devices.

Does your proposal comply with this requirement? Yes No

3.7 The system must be equipped for its capabilities in such way that a new capability is acquired merely by purchase and installation of new port cards, circuit boards, license upgrades, software upgrades, etc.

Does your proposal comply with this requirement? Yes No

3.8 The system must provide for custom integration with other applications, performed by the system owner via ActiveX toolkit and system software API, which must be provided with the system.

Does your proposal comply with this requirement? Yes No

An API is available at an extra cost.

3.9 The system must utilize an ODBC compliant database.

Does your proposal comply with this requirement? Yes No

3.10 The call records database employed by the system must have no size limitations with respect to its proper functionality in connection with the system.

Does your proposal comply with this requirement? Yes No

Note: The initial design of the database allows for 7 years of data capture. If audio is required for a longer period of time, this must be discussed prior to purchase.

3.11 The proposed system must be able to perform an automatic daily backup of the call records database without having to shut down the recorder or stop recording and archiving process.

Does your proposal comply with this requirement? Yes No

3.12 The system must be capable of accepting data, such as ANI/ALI, from an external database source and post the appropriate alphanumeric field to the appropriate recorded call. The data field must be available for potential keyword search to easily locate the archived call.

Does your proposal comply with this requirement? Yes No

3.13 The redundant internal hard drives must each have the storage capacity of at least 5,000 hours of recordings offering internal expansion capability to at least 10,000 hours without LAN archive access.

Does your proposal comply with this requirement? Yes No

3.14 The system must be capable of retaining the last 5,000 hours worth of most recent recordings on-line for instant access independent of the LAN access to any external storage devices.

Does your proposal comply with this requirement? Yes No

3.15 The compression ratio must be user-selectable and include at least 3 options. At least one of the options must be a non-proprietary compression to allow WAV file format playback without any special decompressing or decoding proprietary software.

Does your proposal comply with this requirement? Yes No

3.16 System must be able to natively store and convert records in standard audio format, including WAV, MP3, etc. There shall be no need for any additional steps to create the audio file for records distribution by conversion from a proprietary format.

Does your proposal comply with this requirement? Yes No

3.17 The proposed system must keep track of time and date, even when there is no recording taking place.

Does your proposal comply with this requirement? Yes No

3.18 The proposed system must allow an operator to select any channel for real time monitoring. Does your proposal comply with this requirement? Yes No

Note: Real Time Monitoring for dynamic IP is done via the INFORM reconstruction module.

3.19 The proposed system must allow an operator to select at least 6 channels at one time for simultaneous real time monitoring.

Does your proposal comply with this requirement? Yes No

3.20 System must be capable of activation by CONTACT CLOSURE, VOX, off-hook or other automatic, as well as by manual activation.

Does your proposal comply with this requirement? Yes No

3.21 System, at a minimum, must capture and store in separate searchable fields: DTMF, Caller ID information., complete ANI/ALI including rebids on wireless calls, telephone number, p-ani, name, street address, city, class of service, alt #, Latitude (Y-coordinate) & Longitude (X-coordinate), time and date

Does your proposal comply with this requirement? Yes No

3.22 System should be capable of recording mobile radio ID, with the option of future interfacing with the City of Lincoln's 800 Mhz trunked radio system.

Does your proposal comply with this requirement? Yes No

3.23 Recorder must be capable of recording radio audio outputs from a LRIM (Logging Recorder Interface Module) in a Harris CEC/IMC (Console Electronics Controller/Integrated Multisite Console Controller) Digital EDACS switch.

Does your proposal comply with this requirement? Yes No

3.24 Recorder must be capable of being upgraded in the future to record radio audio outputs from Harris' VIDA based-P25^{IP} radio system which provides a PSAP (Public Safety Attachment Protocol) from the radio systems VNIC (Voice Switch) to interface to the logging recorder.

Does your proposal comply with this requirement? Yes No

4.0 ARCHIVE

4.1 The system must allow for playback from the system's internal hard drives without interruption of the recording process, regardless of the system's mode of operation.

Does your proposal comply with this requirement? Yes No

4.2 The system must have the ability to automatically archive recordings at predetermined intervals to DVD.

Does your proposal comply with this requirement? Yes No

5.0 FUNCTIONALITY

5.1 The system must be programmable to provide automatic daylight savings time compensation. Does your proposal comply with this requirement? Yes No

5.2 The system must provide loop playback to allow the operator to continuously replay the same portion of

a conversation for determining what was actually spoken during the recording.

Does your proposal comply with this requirement? Yes No

5.3 The system must have the ability to append notes to tagged calls. **Does your proposal comply with this requirement? Yes No**

5.4 The system must provide built-in, predefined and customizable reports, including summaries per channel.

Does your proposal comply with this requirement? Yes No

1. The system must provide a means for playback at various speeds. **Does your proposal comply with this requirement? Yes No**

6.0 PLAYBACK and SEARCH

6.1 The system must utilize existing computers for authorized users with Windows XP or higher, 32 bit and 64 bit, as remote workstations for search, playback, reporting, and call records distribution function such as "Save As" to save selected call/s locally or over network and e-mail function, directly from the application environment, through a simple one-click procedure. **Does your proposal comply with this requirement? Yes No**

6.2 The system must permit tagging calls or groups of calls from remote workstations on the LAN with color flags and alphanumeric information.

Does your proposal comply with this requirement? Yes No

6.3 The system must allow for tagging a call with custom information while the call is still in progress from the remote workstation associated with the telephone instrument being recorded.

Does your proposal comply with this requirement? Yes No

6.4 The system must be capable of simultaneous playback of at least four channels at the same time, from the remote workstation, without affecting system's normal recording capacity, with volume controls available for each channel and the ability to isolate channel(s) during playback.

Does your proposal comply with this requirement? Yes No

6.5 Search may be made through a query or a series of queries to the call database to allow for prompt retrieval of all calls that fit the specified criteria.

Does your proposal comply with this requirement? Yes No

6.6 If multiple recorders are linked over network, any remote workstation with rights must be able to search across multiple recorders in one step, as if they were one.

Does your proposal comply with this requirement? Yes No

6.7 System must be capable of searching by time/date, channel, duration, telephone number (DTMF or CLID), ANI/ALI data, between 2 points in time, between specific dates, by tag or by any other useful data.

Does your proposal comply with this requirement? Yes No

7.0 SYSTEM RECORDING CAPABILITIES

7.1 The system must display on one screen which channels are recording, which are not recording, and which channels are idle.

Does your proposal comply with this requirement? Yes No

7.2 The recorder must include a call database server within the same unit. Does your proposal comply with this requirement? Yes No

7.3 The database server must be capable of gathering call details such as ANI/ALI from telephone switch or from network sources.

Does your proposal comply with this requirement? Yes No

7.4 The server must be Windows Server 2008 or newer and 64 bit. Does your proposal comply with this requirement? Yes No

7.5 The system must provide for a 64-bit multi-tasking, multi-threaded application, to allow for continuous performance, even if one function or process fails.

Does your proposal comply with this requirement? Yes No

7.6 The system shall allow full configuration from the server without the need for an additional PC workstation to access it for that function.

Does your proposal comply with this requirement? Yes No

8.0 SYSTEM SECURITY

8.1 The system must provide multiple levels of security, including access to specific drives, setup, down to the channel level of access.

Does your proposal comply with this requirement? Yes No

8.2 Any services that run on the recorder should be an NT service and should not run under the context of a logged-in user with a desktop.

Does your proposal comply with this requirement? Yes No

1. The system should be able to join a Windows Domain. Does your proposal comply with this requirement? Yes No

9.0 SYSTEM DIAGNOSTICS/ALERT CAPABILITIES

9.1 The system must provide boot up system test and ongoing self-checking tests. Does your proposal comply with this requirement? Yes No

9.2 The system must provide a searchable error log to keep track of alerts and errors. Does your proposal comply with this requirement? Yes No

9.3 User alarms must be configurable by the software. The system must be capable of generating multiple alarms, including visual, audible, page, and e-mail to assigned personnel. It must be possible to route alarms pertaining to different alarm conditions to different recipients.

Does your proposal comply with this requirement? Yes No

9.4 The system must provide capability for alarms related to errors associated with system performance - alarming details must be settable by the system administrator and allow for at least four different options for routing the alarm message, such as e-mail, page, network popup, audiovisual alarm at the recorder, automatic dial out to support, etc.

Does your proposal comply with this requirement? Yes No

9.5 System must be capable of auto restart after power loss. Does your proposal comply with this requirement? Yes No

9.6 System must have remote diagnostic capability. Does your proposal comply with this requirement? Yes No

10.0 VENDOR INSTALLATION/WARRANTY/SUPPORT

10.1 Installation of the recording system shall begin with 45 days of the date the project is approved and awarded by the Lincoln Emergency Communications Center.

Does your proposal comply with this requirement? Yes No

10.2 The vendor shall provide labor, tools, equipment, parts, and accessories required to install the logging recorder system. Vendor personnel will unpack the equipment. The Vendor shall position the system in the designated location in the Lincoln Emergency Communications Center. The location of the system will be defined by the County at time of delivery. System will ideally fit into a 19" rack taking up no more than 6U and be provided by the vendor.

Does your proposal comply with this requirement? Yes No

Note: If the servers are purchased via Cassidian/NICE we will require more than 6U space as we are not proposing virtual servers.

10.3 Vendor will make the connection of telephone lines and radio channels to terminal blocks furnished by the telephone company or telecom staff, as well as make the connection of the terminal blocks furnished by radio provider or radio staff. The City of Lincoln shall provide electrical service to within six (6) feet of the recording equipment.

Does your proposal comply with this requirement? Yes No

10.4 Delivery, set-up and installation of the system shall be performed during normal working hours of between 8:00 AM and 5:00 PM Monday through Friday. The Lincoln Emergency Communications Center will

provide an adequate operating environment for the recording system.

Does your proposal comply with this requirement? Yes No

10.5 Upon completion of the installation and setup of the recorder system at the Emergency Communications Center the Vendor and City agent will conduct a thorough check of the equipment. Adjustments shall be made to the satisfaction of the City agent.

Does your proposal comply with this requirement? Yes No

10.6 There will be a 30 day trial period, to allow the City of Lincoln Agent to test and qualify the installation and operation of the logging recorder system.

Does your proposal comply with this requirement? Yes No

10.7 All hardware provided by the vendor as part of the proposed system shall be covered by an initial one-year warranty on parts and labor (minimum).

Does your proposal comply with this requirement? Yes No

10.8 All vendor software provided shall include an initial twelve-month warranty to assure operational integrity. The initial warranty shall include 24/7 toll-free help desk support, on-site service as required, remote diagnostic support via WebEx session (or equivalent), and software service pack updates. Does your proposal comply with this requirement? Yes No

10.9 Vendor shall guarantee parts availability for all vendor items under this specification for a period of at least 7 years from date of acceptance. Does your proposal comply with this requirement? Yes No

10.10 A toll free telephone number for service request 24 hours a day, 7 days a week must be provided by the vendor under applicable coverage. Telephone support will be available within one hour. Does your proposal comply with this requirement? Yes No

10.11 Vendor shall include on-site training for up to 10 individuals. Does your proposal comply with this requirement? Yes No



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PO Box 9007
Temecula, CA 92589
Telephone: 951.719.2100
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www.cassidiancommunications.com

75 Blvd. de la Technologie
Gatineau, QC
J8Z 3G4 Canada
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Hardware Repair and Warranty Policy

Rev. H, 03/01/11

CONFIDENTIAL PROPRIETARY INFORMATION

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1. LIMITED WARRANTY

Cassidian Communications, Inc., an EADS North America company, ("Cassidian Communications") warrants to its Customer (defined as the party purchasing from Cassidian Communications) that all hardware and associated equipment, excluding software and firmware, (collectively "Hardware") purchased from Cassidian Communications shall be free from defects in material and workmanship for a period of 18 months from the date of shipment from Cassidian Communications.

To the extent the original equipment manufacturer ("OEM") is other than Cassidian Communications, and the OEM provides a warranty period greater than 18 months from the date of shipment, Cassidian Communications shall pass through the additional warranty period and terms to Cassidian Communications' Customer to the extent permitted by the OEM.

2. EXCLUSIONS FROM WARRANTY COVERAGE

The Limited Warranty stated above shall not apply: (1) to any product subjected to accident, misuse, neglect, alteration, acts of God, improper handling, improper transport, improper storage, improper use or application, improper installation, improper testing or unauthorized modification, alteration or repair; (2) to problems relating to or residing in the power supply or other circuitry; or (3) to cosmetic problems or defects which result from normal wear and tear under ordinary use and do not affect the performance or use of the Hardware.

3. IN-WARRANTY SERVICE

All warranty claims must be made within the warranty period by requesting a Return Material Authorization ("RMA") as defined below. Cassidian Communications will use commercially reasonable efforts to repair or replace, in its discretion, any Hardware found to be defective under normal and proper use and service during the warranty period. An in-warranty unit will be repaired and returned at no charge except for under the following conditions: (1) The unit has been modified or damaged due to improper packaging or coverage is excluded as is described in Section 2 above; (2) A component has been removed or damaged by other than Cassidian Communications; or (3) If a unit is received for repair and found operable per current Cassidian Communications standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received.

In-warranty repairs shall not extend the original warranty on the repaired Hardware. The original warranty period shall apply.

4. OUT-OF-WARRANTY SERVICE

Returned Hardware that is out-of-warranty will be repaired, returned, and invoiced. Cassidian Communications may decline further repair of a product in the event the same products are returned for repair more than three (3) times. Freight charges will be prepaid by Cassidian Communications, and billed to the Customer on the corresponding invoice(s) for returned hardware.

Each RMA for repair will be charged a minimum lot fee equivalent to 1 hour of labor at the prevailing rate, plus material charges required for the repair. Extensive repairs requiring labor in excess of one hour will be charged at the prevailing rate in 15-minute increments plus material charges required for repair. Prices are subject to change. Exceptions will be made to this pricing method for items which have a published or contract price. For these items, that price will be used as the item's invoice price. If a unit is received for repair that has a lower selling price than the minimum lot charge or the estimated repair charge, the Customer will be notified for approval before any repair work begins.

If out-of-warranty Hardware received for repair is found operable per current Cassidian Communications standards, it will be classified as "no trouble found" and it will be returned in the same condition in which it was received. The Customer will be invoiced for the minimum lot charge plus shipping costs.

All out-of-warranty repair work is warranted for a period of 90 days from the date of repair. A repair date identification is marked on the unit. The repair warranty is void if this marking is defaced or removed.

5. COORDINATING REPAIRS

A. Customer Responsibilities.

The Customer is responsible for removing and/or repairing all field replaceable units, components, and assemblies and taking other appropriate action required on-site to restore the associated system.

If the problem is found to be power, grounding, or other site infrastructure related issues, the Customer is responsible to coordinate the resolution. If the problem is found to be Customer related, the Customer is responsible to coordinate the resolution, with the support of the Customer's personnel or agent acting on the Customer's behalf.

If the Customer identifies Hardware at a site requiring repair, the repair procedure described below must be followed.

B. Repair Procedure

Hardware to be repaired (whether in-warranty or out-of-warranty) is to be returned to Cassidian Communications, at 42505 Rio Nedo, Temecula, CA 92590 or Cassidian Communications 75 Blvd de la Technologie, Gatineau QC, J8Z 3G4 with prior authorization, freight prepaid. Prior authorization is obtained by contacting Cassidian Communications' Technical Support Center at 1-800-491-1734 or by logging on to Cassidian Communications' extranet at www.cassidiancommunications.com and requesting an RMA. At the time the Customer contacts Cassidian Communications, the Customer shall provide a list of Hardware to be returned, problem descriptions or upgrade program references, proper invoicing and ship to information, and identifying purchase order numbers (collectively "Confirming Information"). The Customer will be issued an identifying RMA number. Ship to address will be either Cassidian Communications Temecula, CA, or Gatineau, QC locations. The issued RMA number should appear on all packages and supporting documents. Written Confirming Information should be included with the contents of returned Hardware. Care should be taken to properly pack all items before returning to Cassidian Communications.

6. ADVANCE REPLACEMENT

Cassidian Communications provides advance replacement units for out-of-box failures of Cassidian Communications proprietary Hardware whenever available. An out-of-box failure is a failure during the first 30 days of the related system becoming operational. In such event, Cassidian Communications will send, via appropriate delivery service, an advance replacement unit in exchange for the out-of-box failure unit. Where there is an out-of-box failure of non Cassidian Communications proprietary Hardware Cassidian Communications will work with Customer and the applicable OEM to repair or replace such equipment in a timely fashion.

Advance replacement may be obtained by contacting Cassidian Communications' technical support. The Customer will provide the following information to the Technical Support Center representative:

- System Type
- Equipment Name
- Equipment Model
- Serial Number
- Software/firmware Version
- Site Name

- Verification of the date the related site became operational

A purchase order number will be required for billing additional costs. Typical charges are a result of replaced Hardware not returned or special shipping and handling charges. Replacement parts will carry the original warranty and will not extend the part or system warranty from its original warranty period.

7. CONDITION OF UNITS FOR REPAIR

All Hardware must be packaged by the Customer in such a manner to insure that they reach their destination undamaged. Electrostatic Discharge ("ESD") protection should be applied to all static sensitive products where necessary.

It is the sole responsibility of the Customer to remove all foreign attachments from the returned Hardware. Foreign attachments are defined as items not installed during the original manufacture of the product as determined by the part number marked on the unit. Cassidian Communications assumes no responsibility to return foreign attachments.

Hardware received that has original components removed, whether in or out of warranty, will be rebuilt to the complete specifications of the part number as marked on the unit, and billed accordingly.

8. REPAIR DELIVERY TERMS FOR CASSIDIAN COMMUNICATIONS MANUFACTURED HARDWARE

Only Cassidian Communications products manufactured and sold by Cassidian Communications shall be accepted. Cassidian Communications will use its best efforts to return all Cassidian Communications products received for repair under the previously stated repair procedures and conditions within fifteen working days from the date of receipt by Cassidian Communications. Weekends, holidays and shipping days are not included in the 15-day period. Hardware returned without an RMA number will not be subject to the 15-day period until the proper information has been received and processed by Cassidian Communications. The date on which the RMA number is thereafter received by Cassidian Communications shall be the date on which the 15-day period begins to run. Hardware not originally manufactured and sold by Cassidian Communications will not be repaired and will be returned freight collect to the sending party.

With respect to all Cassidian Communications mechanical products received for repair, Cassidian Communications will use its best efforts to return the product within 30 working days from the date of receipt by Cassidian Communications. However, due to the nature of these products, Cassidian Communications cannot guarantee a 30 day return.

Billable repair charges will be invoiced to the Customer at the time of shipment with terms of COD, or 1% 15, Net 30 depending on the Customer's credit position and in Cassidian Communications' sole discretion. Unless otherwise specifically indicated, all shipments shall be made F.O.B. point of origin. Freight charges for in-warranty returns to Customer are paid by Cassidian Communications. Freight charges will be prepaid by Cassidian Communications and billed to Customer for items out-of-warranty.

9. REPAIR DELIVERY TERMS FOR HARDWARE NOT MANUFACTURED BY CASSIDIAN COMMUNICATIONS

Only products sold by Cassidian Communications shall be accepted for repair. Hardware not manufactured by Cassidian Communications is to be returned to Cassidian Communications under the same terms and conditions as above. Cassidian Communications will contact the OEM to coordinate the repair and return on a best-effort basis. The 15-day return period will not apply to these items. Hardware not originally sold by Cassidian Communications will not be repaired and will be returned freight collect to the sending party.

10. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY STATED IN THIS HARDWARE REPAIR AND WARRANTY POLICY, THE HARDWARE, ANY OTHER EQUIPMENT OR RELATED PRODUCT IS PROVIDED "AS IS" AND WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AND EFFORT IS WITH THE CUSTOMER.

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY HARDWARE WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL CASSIDIAN COMMUNICATIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE HARDWARE, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FROM ANY BREACH OR WARRANTY, EVEN IF CASSIDIAN COMMUNICATIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



CERTIFICATE OF LIABILITY INSURANCE

7/17/2012

DATE (MM/DD/YYYY)
7/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
INSURED WINDSTREAM COMMUNICATIONS, INC. 1077457 4001 N. RODNEY PARHAM ROAD LITTLE ROCK AR 72212-2442	INSURER A : ACE AMERICAN INSURANCE COMPANY	
	INSURER B : INDEMNITY INS. CO. OF N. AMERICA	
	INSURER C : ACE Property & Casualty Insurance Co	
	INSURER D :	
	INSURER E :	
INSURER F :		

COVERAGES WINCO07 NO CERTIFICATE NUMBER: 3761738

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	N	HDOG25528505	7/17/2011	7/17/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	N	N	ISAH08635833	7/17/2011	7/17/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	N	N	XOOG25831500	7/17/2011	7/17/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N	WLRC46480259 (MA)	7/17/2011	7/17/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER
B		N/A	WLRC479257(AOS)	7/17/2011	7/17/2012	E.L. EACH ACCIDENT \$ 1,000,000	
A		SCFC46479270 (WI)	7/17/2011	7/17/2012	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000		
A	EXCESS AUTO	N	N	XSAH08299092-004	7/17/2011	7/17/2012	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 LIMIT: \$2,000,000 CSL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

3761738 CITY OF LINCOLN 440 S 8TH STREET SUITE 200 LINCOLN NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 